



**SPECIFIC POWER OF ATTORNEY
(NRI Financing)**

THIS POWER OF ATTORNEY ("POA") is executed on the _____ day of _____ 201__ at _____

By

1. **Mr. /Ms.** _____, age about _____ years, S/o/D/o/W/o Shri _____ R/o, _____ Passport No. _____ issued by _____, hereinafter referred to as **Executant No. 1;**

And

2. **Mr. /Ms.** _____, age about _____ years, S/o/D/o/W/o Shri _____ R/o, _____ Passport No. _____ issued by _____, hereinafter referred to as **Executant No. 2;**

Executant No. 1, and 2 is/are hereinafter (jointly) called the "**Executant(s)**", which term shall, unless repugnant to the context hereof, include his/her/their heirs, successors, administrators and assigns. The Term "Executants" shall be construed accordingly.

This Power of Attorney shall form an integral part of the Loan Documents. Capitalized terms used herein shall have the same meaning as ascribed to them under this Power of Attorney. All capitalized terms used but not defined herein, shall have the same meaning as assigned to them in the **General Terms and Conditions (GTC).***

All the provisions pertaining to interpretation mentioned in Clause 1.2 of the GTC shall *mutatis mutandis* be applicable to this Power of Attorney.

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that I/We, the Executants, do hereby irrevocably nominate, constitute and appoint, from the date hereof, Mr./Mrs. _____ S/o/D/o/W/o _____ R/o _____ (hereinafter called the "**Attorney**") to be my/our true and lawful attorney in my/our name and on my/our behalf and at my/our cost and risk, to do, execute and perform, at his/her sole discretion, all or any of the following instruments, acts, deeds, matters and things, in relation to obtain home loan from PNB Housing Finance Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 9th Floor, Antriksh Bhawan, 22 Kasturba Gandhi Marg, New Delhi (hereinafter referred as "**PNBHFL**") and the branch office at _____, that is to say:

1. To apply for a loan under the various schemes of PNBHFL and/or additional loan/s from PNBHFL for such amount as the Attorney may deem fit and for that purpose to pay the processing fee/s and sign the loan applications and to furnish all details and information required by PNBHFL and to give any statement, letter, clarification or any other thing required or necessary for availing of the said loan from PNBHFL and from time to time to follow up the said loan application/s and do such things and deeds as may be necessary in relation thereto.
2. To accept the loan offer letter/s of PNBHFL and sign the acceptance/s thereof in token of my/our acceptance of the terms and conditions contained and to pay the administrative fees and any other charges including commitment charges leviable in respect of the said loans.

3. To execute any Disbursement Letter, hypothecation agreement, promissory notes, letter/s of declaration and indemnity for creating mortgage over the immovable property (ies) of the Executants or such other security/Loan Documents as may be required by PNBHFL in respect of the said loan.
4. To execute any letter/s of declaration and indemnity for creating mortgage over the immovable property (ies) of the Executants or such other security/Loan Documents as may be required by PNBHFL in respect of the said loan.
5. To request PNBHFL or agree with PNBHFL for any change or modification in the loan amount, rate/s of interest, period of payment of Loan/s or any other terms and conditions in relation to the loan at any time or from time to time.
6. To receive the disbursement of the said loan/s and/or give instructions as to disbursement and for that purpose give effectual discharge/receipt and give all the necessary information and documents to assist the technical and legal appraisal of the property/ies purchased to be purchased out of the said loan.
7. To mortgage any properties as the Attorney may book/purchase or construct on my/our behalf or which I/We have booked/purchased or constructed (whether with or without PNBHFL, financial assistance), details of which are given in the "Schedule" attached hereto (hereinafter referred to as the "**Property**"), with PNBHFL by deposit of title deeds as security for the repayment of the loan/s granted/to be granted by PNBHFL to me/us.
8. To deposit the documents of title of the Property and/or other immovable properties (present or future) and to state to any officer of PNBHFL that the said documents are being deposited for creating a security over the Property and/or other immovable properties (present or future) by way of equitable mortgages of repayment of the said loan.
9. To make statements and convey intentions to create security over the Property and/or other immovable/movable properties (present or future) in favor of the PNBHFL.
10. To make any other statements necessary to complete creation of mortgage by deposit of title deeds and also to execute any writings, undertakings, indemnities etc. in respect of mortgage of the Property and/or other immovable properties to secure the repayment of the said loans/loan any other writings whatsoever required in respect of the said transactions of the loan granted/to be granted to me/us or creation of the said security.
11. To execute in favour of PNBHFL an irrevocable power of attorney authorizing PNBHFL to execute in its own favour or any other person, as PNBHFL in its sole discretion may decide, legal mortgage and/or English mortgage over the Property and/or any other immovable provided as security to the PNBHFL.
12. To acknowledge my liability/debit in respect of the said loans and when required by the PNBHFL.
13. To pledge with PNBHFL any share certificates, debentures, bonds, units issued by unit trust of India, national savings certificates, fixed deposits, assign LIC policies in my/our name or any other security owned by me/us in favour of PNBHFL by way of Security for the said loan and to sign any documents, transfer forms or papers that may be required by PNBHFL in connection therewith.
14. To book a flat/s residential unit/s provided as Security to PNBHFL and to execute agreement/s for sale for the same with any builder/seller and make payments to him/it therefore and to present such agreement/s for registration before the appropriate registrar/sub-registrar of assurance(s) or any other authority at any place or places in India as may be necessary and also to obtain possession of the flat(s)/ units as and when the same is ready for occupation.

15. To sign forms, documents and papers required for the purpose of registration of co-operative housing society or a limited company or an association of apartment owners and become member thereof participating in all the meetings and proceedings from time to time, obtain share certificates and/ or other documents issued in my/our name and hold the same as my/our attorney and obtain possession of the flat(s).
16. To comply with all the procedural requirements under the applicable laws in India including but not limited to the provisions of the Foreign Exchange Management Act, 1999 as amended from time to time and/or circular or guidelines issued by the Reserve Bank of India/National Housing Bank (including but not limited to the creation and release of security as may be required by PNBHFL).
17. To open and or operate bank account in any bank in India in my/our name both resident as well as non-resident. The account may be operated in Indian currency or foreign currency to be remitted by me/us from time to time.
18. To take insurance coverage on behalf of the executant's life and/or other general insurance to the extent of loan amount from an insurance company for which PNBHFL may at its discretion lend amount for the insurance premium and accumulate such insurance premium with the loan amount.
19. To receive from PNBHFL, the effective release/ re-conveyance of Property mortgaged by the Executants as security for the loan facilities availed by them PNBHFL in a form and manner acceptable to PNBHFL after the due repayment of the loan availed by the Executants from PNBHFL and to collect all original / certified copies / notarized copies / photo-stat copies of documents pertaining to property offered as security against which loan facility is availed by the Executants.
20. To pay all fees, execute the documents, furnish details and information, give any statement, letter, clarification or any other writing required or considered necessary by PNBHFL, to pay stamp duty on documents if any, present such security documents for registration before appropriate Registrar/Sub-Registrar of Assurances, give authority letters to the Registrar/Sub-Registrar as and when required and do such other things and deeds as may be necessary for the purpose of receiving effective release/ re-conveyance of the Property mortgaged with PNBHFL on the repayment of the loan availed by the Executants.
21. To furnish such indemnities as may be required by PNBHFL in relation to effective release/ re-conveyance of Properties mortgaged by the Executants in favour of PNBHFL after the repayment of the loan availed by the Executants from PNBHFL.
22. To do all such acts, deeds and things including signing any papers/documents as are necessary and incidental to the above.

*General Terms & Conditions ("GTC") are registered with the office of Sub-Registrar VII at Delhi/New Delhi, on December 09, 2016 having Registration Number 979 in Book no 4, Vol. No. 1614 on Page Number 57 to 103 and also at the office of Sub-Registrar at Karnal, Haryana on December 04, 2014 as Document Number 9326 under Book I, Vol. No. 534 at Page Number 82.

I/We agree to confirm and rectify any act or statement or writing of my/our Attorney in pursuance hereto.

Dated at _____ this the _____ day of _____ 201__

SIGNATURE OF EXECUTANT(S)

Accepted by Mr. _____
(Attorney)

Signatures:-

Date:-

Time:-

Place:-

WITNESSES:

1.

2.

**Schedule
(Details of the Property)**

A. Details of the Property:

House/Flat/Apartment No._____;

Municipal No._____;

Khasra No._____;

Situated at_____;

Area_____sq.ft./sq.yds./sq.mts.;

Bounded as under:

North_____

South_____

East_____

West_____

B. Use of Property: _____

C. Mode of acquiring the Property: _____ (Agreement to Sell, etc.);

D. Amount of earnest money/part payment/registration/processing fee, etc., paid by the Borrower(s) for the Property: _____;

E. Total expected cost of the Property: _____.