

## POWER OF ATTORNEY FOR HBA

TO ALL WHOM THESE PRESENTS SHALL COME

I, \_\_\_\_\_, son of \_\_\_\_\_ r/o \_\_\_\_\_ now employed as \_\_\_\_\_ (hereinafter called "The borrower" which expression shall unless it be repugnant to the subject of context or meaning thereof, be deemed to include my heirs executors administrators and assigns)

### **WHEREAS:**

- (a) By diverse deeds and documents more particularly recited in the MEMORANDUM OF DEPOSIT OF TITLE DEEDS, the Borrower is seized and possessed of a House/Plot of land situated at \_\_\_\_\_ hereinafter referred to as 'the said plot of land'
- (b) By allotment letter dated \_\_\_\_\_ issued by \_\_\_\_\_, Plot No. \_\_\_\_\_ situated in Sector/locality \_\_\_\_\_ at \_\_\_\_\_ was allotted to the borrower.
- (c) The above said allotting agency, on request of the borrower, has allowed permission in writing for mortgaging the above said plot said of land, the building constructed thereon, in favour of the Haryana Power Generation Corporation Ltd., .  
  
(Note:- Clause (b) and (c) may be inserted in cases of allottees/lessee holders).
- (d) The Borrower being in need of money for the purpose of purchase/meeting the costs of construction of a house on the said plot of land (the said plot of land and the house thereon hereinafter referred to as 'the said property') has requested for a loan of Rs. \_\_\_\_\_ (hereinafter referred to as 'the said loan' from the Haryana Power Generation Corporation Ltd., , a body Corporation established under the provision of the Haryana Electricity Reforms Act, 1997 with its Head office at Panchkula (herein after referred to as 'the Corporation' which expression shall include its successor or assign).
- (e) The Borrower has, prior to the execution of presents deposited with the Corporation the titled deeds in respect of the said plot of land WITH INTENT TO CREATE A MORTGAGE BY DEPOSIT OF TITLE DEEDS AND HAS THEREAFTER SUBMITTED A MEMORANDUM OF DEPOSIT OF TITLE DEEDS (hereinafter referred to as "the said Memorandum") and has further agreed to secure the said property to the Corporation for the due repayment of the said loan together with interest due and accrued thereon.

f) Clause 3 of the said Memorandum provides: "I also agree to execute in your favour simple mortgage or English mortgage at my cost as decided by you, whenever called upon to do so."

(g) For the better and more expeditious execution of the English Mortgage as and when necessary and for the completion of the formalities connected therewith, it is felt necessary for the BORROWER TO give an irrevocable Power of Attorney to the Cheif Engineer /Admn of HPGCL at Panchkula to execute the said English Mortgage and to complete the formalities connected therewith.

NOW KNOW WE AND THESE PRESENTS WITNESSETH THAT I,  
\_\_\_\_\_, S/o \_\_\_\_\_, the Borrower above named,  
do hereby irrevocably nominate constitute and appoint the Cheif Engineer /Admn of the Haryana Power Generation Corporation Ltd., at Panchkula to do and execute all or any of the following acts, deeds, instruments and things that is to say:

1. To appoint any Advocate or Advocates to draft the English Mortgage in the Lenders Standard Form giving the Lenders the following powers:-
  - (a) All usual powers of Mortgage under an English Mortgage including the power of sale out of Court under Section 69 of the Transfer of Property Act:
  - (b) To appoint, on or after the execution of the Mortgage, its nominee, by writing under its hand, a Receiver of the income of the mortgaged premises on usual terms and powers.
  - (c) In case of institution of any suit for the recovery of the Mortgage money, to apply for appointment of such a Receiver. In either case the Receiver shall not have to furnish any security and shall act as the agent of the Borrower hereof.
2. To sign and execute the aforesaid English Mortgage at the cost of the Borrower hereof and to take all steps necessary for the completion thereof.
3. To admit execution and secure registration of the aforesaid English Mortgage and for the purpose aforesaid, to appear before the Sub-Registrar or Assurances or any other authority or authorities for the registration of said instrument.
4. To draft sign and execute all incidental and consequential or supplemental instruments or documents for the more effective enforcement of the aforesaid English Mortgage.
5. To complete all legal formalities in connection with the aforesaid document.

6. To appoint one or more substitute or substitutes to do execute and perform all or any of the acts deeds matters and things aforesaid and to remove or appoint another or others in his or their place or places.

AND I DO HEREBY CONFIRM AND AGREE TO RATIFY AND CONFIRM all and whatsoever the said SE/Admn of the Corporation or his substitute or substitutes shall do, or cause to be done, in or about the premises.

AND I DO HEREBY DECLARE AND CONFIRM all and whatsoever the said SE/Admn of the Corporation or his substitute or substitutes shall do or cause to be done in or about the premises.

AND I DO HEREBY DECLARE AND CONFIRM THAT any such instrument or document signed and executed by the said Cheif Engineer /Admn of the Corporation or his substitute or substitutes shall be binding on me as if I have executed it personally.

I FURTHER HEREBY AGREE AND UNDERTAKE not to revoke this Power of Attorney till the full amount of loan including the principal amount and interest and any other amount(howsoever arising) has been paid to the Corporation.

IN WITNESS WHEREOF I have put my hand to this Writing this day of \_\_\_\_\_200 .

Signed, Sealed and Delivered by

the within named \_\_\_\_\_

In the presence of;

(1) Signature:

Name:

Occupation:

Address:

2. Signature:

Name :

Occupation:

Address:

(Signature of Borrower/s)

