

IRREVOCABLE POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I / we, the undersigned, whose details are set out in the Schedule hereto [hereinafter referred to as the "**Borrower/s**", which expression shall, unless it be repugnant to the subject or context thereof, include my/our successors, surviving partners, permitted assigns, each of my/our heirs, legal representatives, executors, administrators and the trustee(s) for the time being thereof, as applicable] SEND GREETINGS:

WHEREAS:

1. The Borrower/s has/have filled-in and submitted to ICICI Bank Limited, a public company incorporated under the Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949, having its registered office at Landmark, Race Course Circle, Vadodara 390 007 and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051/ ~~**Zonal/Regional/Branch Office at~~ (hereinafter referred to as "**ICICI Bank**", which expression shall, unless repugnant to the subject or context thereof, mean and include its successors and assigns) at its aforesaid ~~**corporate/regional/branch office~~, or to any of ICICI Bank's authorised representatives, a credit facility application, the date and reference number of which are specified in the Schedule hereof (the "**Application**") requesting ICICI Bank to grant a loan facility not exceeding the amount/limit specified in Schedule hereof (the "**Facilities**") to the Borrower/s for the purchase of the products as described in the Schedule / or against the products already owned by us and described in the Schedule (the "**Products**"), subject to the terms and conditions specified and/or referred to in such Application (hereinafter referred to as the "**Loan Terms**") and the other Transaction Documents.

~~** Please strike out the inapplicable language (in line with the Application Form)~~

2. In connection with the Loan Terms and the Deed of Hypothecation executed by the Borrower/s as of the same date hereof in favour of ICICI Bank (hereinafter referred to as the "**Memorandum of Hypothecation**"), the Borrower/s are desirous of appointing ICICI Bank as its/their attorney to enable ICICI Bank to carry out or implement all of the Borrower/s' covenants with respect to the Products and otherwise, which the Borrower/s is/ are required and liable to perform (and strictly comply with) as per the terms of the Loan Terms and the said Memorandum of Hypothecation, in the event of the Borrower/s failing, for any reason/s whatsoever, to perform (or strictly comply with) such covenants.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH that in consideration of the aforesaid premises and the grant by ICICI Bank of the Facilities to the Borrower/s (at ICICI Bank's sole and absolute discretion), I/we the said Borrower/s do hereby irrevocably nominate, constitute and appoint ICICI Bank (acting through any of its officers or authorised agents/representatives) to be the true and lawful Attorney of the Borrower/s to do, execute and perform all of the acts, deeds, matters and things as set out below in these presents in the name of, and for and on behalf of, the Borrower/s.

1 To take delivery and possession of the said Products from wherever the same is kept/believed to be kept as and when deemed necessary by ICICI Bank.

2 To cancel or rescind the Borrower/s' order/booking for the Products and to collect the refund of the booking price (after any deductions that may be made by the manufacturer/dealer/seller) and to adjust the same against any monies that may be due or payable by the Borrower/s to ICICI Bank.

3 To transfer, sell, lease, give on hire, dispose of, give delivery of and otherwise deal with the said Products, in any manner whatsoever as ICICI Bank shall deem fit or necessary, and to sign and execute all agreements, contracts, declaration forms, instruments and other writings whatsoever, as may be necessary or expedient for such purposes.

4 To fill in any or all relevant details in any cheques / instruments / documents, deposit / endorse such cheques submitted by the Borrower/s in any manner whatsoever as ICICI Bank shall deem fit or necessary.

5 To appoint or engage any broker or other agent for effecting any transfer, sale, lease, hire, disposition, delivery or other dealings with the said Products, as referred to in Clause 3 above.

6	To give notice, if required, to the appropriate authority(ies) for the registration of the said Products upon the sale, transfer, lease, hire, disposal, delivery or other dealings (with the said Products) as referred to in Clause 3 above.
7	To receive the consideration for any sale, transfer, lease, hire, disposal, delivery or other dealings (with the said Products) as referred to in Clause 3 above, and to give proper receipt, and valid discharge, for the same.
8	To do, perform and execute, all acts, covenants and obligations on behalf of the Borrower/s in accordance with the Loan Terms and the said Memorandum of Hypothecation in the event of the Borrower/s failing, for any reason/s whatsoever, to perform and execute, any such acts, covenants and/or obligations.
9	And generally to do, perform and execute, every other acts, deeds, matters and things relating to the said Products and these presents, as ICICI Bank may deem necessary or expedient.
For the better doing, performance and execution of all the matters and things stated above, I/we, the Borrower/s, hereby confirm and agree that all or any of the powers hereby conferred upon ICICI Bank, as the Borrower/s' Attorneys, may be exercised by any officer/s and agents/representatives of ICICI Bank.	
I/we, the Borrower/s, hereby further declare and confirm that all and every receipts, mortgages, charges, documents, deeds, matters and things, which ICICI Bank (or any of its officer/s, agents or representatives, nominated in that behalf as aforesaid) shall have made, executed or done for the aforesaid purposes by virtue of these presents, shall be good, valid and effectual in all respects and to all intents and purposes whatsoever as if the same had been made, executed or done by me/us in my/our own name and person.	
And I/we, the Borrower/s, hereby ratify and confirm and agree to ratify and confirm all that ICICI BANK (or any of its officer/s, agents or representatives, nominated in that behalf as aforesaid) shall do, or cause to be done, by virtue of these presents.	
I/we, the Borrower/s, further declare and confirm that this Power of Attorney shall be irrevocable until the Facilities, and all other monies payable by me/us to ICICI Bank in terms of the Loan Terms, are fully repaid by me/us to ICICI Bank.	
SCHEDULE	
1. Borrower/s' Details	
Name of individual/firm/society/company/trust/HUF: _____	
Address: _____	
Names of all partners/trustees/karta/members (as applicable): _____	
2. Credit Facility Application Number and Date	
No. _____ dated the _____ day of _____, Two Thousand and _____	
3. Amount of the Facilities	
Loan of Rs _____ million	
4. Description of the Products:	

(a) Description: _____
 (as per invoice/proforma invoice/quotation)
 Engine/Chassis/Model No: _____ Registration/Serial No: _____

Address where product is already kept/fixed/located OR is to be normally kept/fixed/located:

(b) Description: _____
 (as per invoice/proforma invoice/quotation)
 Engine/Chassis/Model No: _____ Registration/Serial No: _____

Address where product is already kept/fixed/located OR is to be normally kept/fixed/located:

IN WITNESS WHEREOF I/we, the Borrower/s, has/have executed these presents at _____ (place) on this
 day of _____ (month), 20 _____

Signature of the Borrower: _____
 Name: _____

In case of partnership/ HUF/ association of persons: For and on behalf of [_____]
 and each of the following partners/members of the firm/HUF/association:
 * _____

****Name
 Signature
 [*Names of all partners/members to be specified.
 **Signature by all the Partners/members is required unless a letter of authority is executed by all
 partners/members in favour of the signatories]**

In case of company/society/ trust: For and on behalf of [_____]
[Seal to be affixed on the side¹]

x _____ **Name of the Authorised Signatory:**
Designation:
 Date:
 Place:

x _____ **Name of the Authorised Signatory:**
Designation:

BEFORE ME
 (Seal and Signature of the Notary)

¹ In case of a company, the common seal of the company should be affixed

