GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I/WE I, Mr. Rajesh J. Kadakia, S/o. Late Jayanthilal Kadakia, aged about 53 years, Occupation: Business ('THE GRANTOR'), Residing at residing, at 910 S. El Camino Real, San Slemente, CA 92672. DO HEREBY NOMINATE APPOINT AND CONSTITUE Mr. Soham Modi, S/o. Satish Modi, aged about 38 years, Occupation: Business, an Indian Inhabitant, ('The Attorney' who has subscribed his/her signature hereunder in taken of identification) and at present residing at Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad to be my lawful attorney in my name and on my behalf to do any one or all of the following acts, deeds, matters and things, namely:-

- 1. To apply for assistances/loans (The loans) under various schemes of HDFC Bank Ltd ("HDFC Bank", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) from time to time for such amount/s as the attorney may deem fit, pay all fees, sign application/s (The "application/s") for the loans, furnish details and information required, give any statement, letter, clarification or any other writing required for the application/s and do such other things and deeds as may be necessary in relation thereto.
- 2. To accept terms and conditions relating to the loans and sign such writings/letters/papers/documents in token of my acceptance of the terms and conditions therein contained and pay all fees, charges and all amounts in respect of the loans.
- 3. To request HDFC Bank to agree for any change or modification in the amount/s of the loans, rate/s of interest, period of payment or any other terms and conditions in relation thereto.
- 4. To receive disbursements of the loans and for that purpose give effectual discharge
- 5. To give necessary information and documents to assist HDFC Bank appraise the application/s and any properties purchased or to be purchased using the loans.
- 6. To secure the loans on such properties mentioned above or any other properties as may be required by HDFC Bank and as the attorney may agree, in a form and manner acceptable to HDFC Bank. To pay stamp duty on security documents, if any present such security documents for registration and directly deliver the registered documents to HDFC Bank.

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- 7. To furnish such indemnities as may be required to HDFC Bank in relation to the loans (Including Security for the same) and execute all such agreements documents and writings as my be required by HDFC Bank in respect of the Loans
- 8. To execute in favour of HDFC Bank an irrevocable power of attorney authorizing HDFC Bank to execute in its own favour or in favour of any other person, as HDFC Bank in its sole discretion may decide, legal mortgage in English form on the properties to be secured for the loans.
- 9. To execute in favour of HDFC Bank an Irrevocable Power, of Attorney authorizing HDFC Bank, inter alia, to sell the properties secured on any delay or default in repaying their loans and /or occurrence of any other event of default under the loan and also to sign any documents, transfer forms or papers that may be required in connection therewith.
- 10. In addition to power under Clause (6) above to pledge with HDFC Bank any share certificates, debentures, bonds units issued by Unit Trust of India, National Savings Certificates, fixed deposits or any other security owned by me, by way of security for the loans and to sign any documents, transfer forms or papers that may be required in connection therewith.
- 11. To acknowledge my liability/debit to HDFC Bank in respect of the loans.
- 12. To buy property(s) /lies on my behalf from any person, to execute agreement/s for sale and deeds pay all monies (including deposits) in relation thereto, pay stamp duty, present such agreement/s and deed for registration before appropriate Registrar/Sub-Registrar of Assurar ces and give authority letters to the sub-Registrar to directly deliver the registered documents to HDFC Bank/their trustees /agents
- 13. To take possession of the properties which have been purchased on my behalf
- 14. To give on lease/leave and license my properties to any person as the Attorney may deem fit.
- 15. To enter into/Execute and furnish such documents and writings as may be required by the trustees /agents of HDFC Bank
- 16. To sell the properties belonging to me (specifically limited to the properties secured for the loans and all monies in respect thereof) to any person at such price as may be deemed fit by the attorney.

- 17. On closure/repayment of all the dues under the said facilities availed from HDFC Bank to make requests for release of the title deeds deposited with HDFC Bank and to accept/collect the deeds from HDFC Bank
- 18. To sign forms, documents and papers required for the purpose of registration with cooperative Housing Society or Ltd Company or 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 name and hold the same as my attorney
- 19. To receive and accept service of all / any notice, summons or process or any communication from HDFC Bank as attorney and the same shall be deemed to be sufficient service and will be binding on me/attorney
- 20. To abide by the provisions of all applicable laws (including the Foreign Exchange Management Act 1999) in connection with the loans from HDFC Bank (including creation of security as may be required by HDFC Bank)
- 21. Generally to do all such acts, deeds, matters and things all at my cost and expense as are necessary and incidental to buying the property paying the purchase price, borrowing from HDFC Bank and giving security as my attorney deems fit and proper.
- 22. This Power of Attorney and authorization shall be affected by lapse of time and shall continue in full force and effect until HDFC Bank shall receive written notice of revocation thereof, signed by me/us; or in the event of the termination thereof by my/our death and the said HDFC Bank shall have received actual notice thereof and such revocation or termination shall in no way affect the validity of this power of Attorney with reference to any transaction initiated by my/our attorney prior to the actual receipt of notice of such revocation or termination or pending the registration of such revocation in the Bank Systems.

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23. This power of Attorney shall be interpreted as per the laws of India and shall be subject to jurisdiction of the courts of Mumbai in India

AND I agree to ratify all lawful acts, deeds, matters and things done by my Attorney Pursuant to the Powers herein before mentioned.

In witness where of, I, Mr. Rajesh J. Kadakia, have hereunto set and subscribed my hands at Hyderabad on 4th November 2008.

Signed and Delivered by

SIGNATURE

RAJESH J KADAKIA (PRINT NAME)

I accept.

Specimen Signature of Mr. Soham Modi. The Attorney of Shri Rajesh J Kadakia.

Witness

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GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I/WE I, Mr. Sharad J. Kadakia, S/o. Late Jayanthilal Kadakia, aged about 50 years, Occupation: Business('THE GRANTOR'), Residing at residing, at 14252, Culver Drive, A-358, Irvine, CA, USA – 92604. DO HEREBY NOMINATE APPOINT AND CONSTITUE Mr. Soham Modi, S/o. Satish Modi, aged about 38 years, Occupation: Business, an Indian Inhabitant, ('The Attorney' who has subscribed his/her signature hereunder in taken of identification) and at present residing at Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad to be my lawful attorney in my name and on my behalf to do any one or all of the following acts, deeds, matters and things, namely:-

- 1. To apply for assistances/loans (The loans) under various schemes of HDFC Bank Ltd ("HDFC Bank", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) from time to time for such amount/s as the attorney may deem fit, pay all fees, sign application/s (The "application/s") for the loans, furnish details and information required, give any statement, letter, clarification or any other writing required for the application/s and do such other things and deeds as may be necessary in relation thereto.
- 2. To accept terms and conditions relating to the loans and sign such writings/letters/papers/documents in token of my acceptance of the terms and conditions therein contained and pay all fees, charges and all amounts in respect of the loans.
- 3. To request HDFC Bank to agree for any change or modification in the amount/s of the loans, rate/s of interest, period of payment or any other terms and conditions in relation thereto.
- 4. To receive disbursements of the loans and for that purpose give effectual discharge

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5. To give necessary information and documents to assist HDFC Bank appraise the application/s and any properties purchased or to be purchased using the loans.

- 6. To secure the loans on such properties mentioned above or any other properties as may be required by HDFC Bank and as the attorney may agree, in a form and manner acceptable to HDFC Bank. To pay stamp duty on security documents, if any present such security documents for registration and directly deliver the registered documents to HDFC Bank.
- 7. To furnish such indemnities as may be required to HDFC Bank in relation to the loans (Including Security for the same) and execute all such agreements documents and writings as my be required by HDFC Bank in respect of the Loans
- 8. To execute in favour of HDFC Bank an irrevocable power of attorney authorizing HDFC Bank to execute in its own favour or in favour of any other person, as HDFC Bank in its sole discretion may decide, legal mortgage in English form on the properties to be secured for the loans.
- 9. To execute in favour of HDFC Bank an Irrevocable Power, of Attorney authorizing HDFC Bank, inter alia, to sell the properties secured on any delay or default in repaying their loans and /or occurrence of any other event of default under the loan and also to sign any documents, transfer forms or papers that may be required in connection therewith.
- 10. In addition to power under Clause (6) above to pledge with HDFC Bank any share certificates, debentures, bonds units issued by Unit Trust of India, National Savings Certificates, fixed deposits or any other security owned by me, by way of security for the loans and to sign any documents, transfer forms or papers that may be required in connection therewith.
- 11. To acknowledge my liability/debit to HDFC Bank in respect of the loans.
- 12. To buy property(s) /lies on my behalf from any person, to execute agreement/s for sale and deeds pay all monies (including deposits) in relation thereto, pay stamp duty, present such agreement/s and deed for registration before appropriate Registrar/Sub-Registrar of Assurances and give authority letters to the sub-Registrar to directly deliver the registered documents to HDFC Bank/their trustees /agents
- 13. To take possession of the properties which have been purchased on my behalf

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- 14. To give on lease/leave and license my properties to any person as the Attorney may deem fit.
- 15. To enter into/Execute and furnish such documents and writings as may be required by the trustees /agents of HDFC Bank
- 16. To sell the properties belonging to me (specifically limited to the properties secured for the loans and all monies in respect thereof) to any person at such price as may be deemed fit by the attorney.
- 17. On closure/repayment of all the dues under the said facilities availed from HDFC Bank to make requests for release of the title deeds deposited with HDFC Bank and to accept/collect the deeds from HDFC Bank
- 18. To sign forms, documents and papers required for the purpose of registration with cooperative Housing Society or Ltd Company or 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 name and hold the same as my attorney
- 19. To receive and accept service of all / any notice, summons or process or any communication from HDFC Bank as attorney and the same shall be deemed to be sufficient service and will be binding on me/attorney
- 20. To abide by the provisions of all applicable laws (including the Foreign Exchange Management Act 1999) in connection with the loans from HDFC Bank (including creation of security as may be required by HDFC Bank)
- 21. Generally to do all such acts, deeds, matters and things all at my cost and expense as are necessary and incidental to buying the property paying the purchase price, borrowing from HDFC Bank and giving security as my attorney deems fit and proper.
- 22. This Power of Attorney and authorization shall be affected by lapse of time and shall continue in full force and effect until HDFC Bank shall receive written notice of revocation thereof, signed by me/us; or in the event of the termination thereof by my/our death and the said HDFC Bank shall have received actual notice thereof and such revocation or termination shall in no way affect the validity of this power of Attorney with reference to any transaction initiated by my/our attorney prior to the actual receipt of notice of such revocation or termination or pending the registration of such revocation in the Bank Systems.

AND I agree to ratify all lawful acts, deeds, matters and things done by my Attorney Pursuant to the Powers herein before mentioned.

In witness where of, I, Mr. Sharad J. Kadakia, have hereunto set and subscribed my hands at Hyderabd on 4^{th} November 2008

Signed and Delivered by

(SIGNATURE)

SHARAD J. KADAKIA.
(PRINT NAME)

I accept....

Specimen Signature of Mr. Soham Modi. The Attorney of Shri Sharad J. Kadakia.

Witness

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