

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, the undersigned **MR RAJINDER BABBAR, SENIOR EXECUTIVE VICE PRESIDENT - HEAD RURAL BANKING GROUP & TRACTOR FINANCE of HDFC Bank Limited,** a Banking Company incorporated and registered under the Companies Act, 1956 having its Registered Office at 'HDFC Bank House', Senapati Bapat Marg, Lower Parel (West), Mumbai 400 013 (hereinafter referred to as "the Bank"),

SEND GREETINGS:

WHEREAS the Bank had appointed **MR. SASHIDHAR JAGDISHAN, MANAGING DIRECTOR & CEO** as Attorney-in-fact in the name and on behalf of the Bank and delegated certain powers and authorities to him, to be exercised by him subject to the general superintendence, control and directions of the Board of Directors of the Bank ("the Board") by virtue of a Power of Attorney issued on October 27, 2020 and valid up to October 26, 2023;

AND WHEREAS the said **SASHIDHAR JAGDISHAN** by virtue of such powers is authorized *inter-alia* to substitute and appoint one or more Attorney or Attorneys to exercise for, in the name of and on behalf of the Bank all or any of the powers conferred upon him;

AND WHEREAS the said **SASHIDHAR JAGDISHAN** by Power of Attorney dated October 27, 2020 hereinafter referred to as "the said Power of Attorney" has appointed **MR. KAIZAD BHARUCHA, EXECUTIVE DIRECTOR** to act as the Attorney of the Bank to exercise the powers stated in the said Power of Attorney including the power to further delegate the powers and substitute and appoint, one or more attorney or attorneys, to exercise the powers that **MR. SASHIDHAR JAGDISHAN, MANAGING DIRECTOR & CEO** can exercise till October 26, 2023.

AND WHEREAS the said **MR. KAIZAD BHARUCHA** by Power of Attorney dated October 27, 2020 hereinafter referred to as "the said Power of Attorney" has appointed **MR. RAJINDER BABBAR - SENIOR EXECUTIVE VICE PRESIDENT - HEAD RURAL BANKING GROUP & TRACTOR FINANCE** to act as the Attorney of the Bank to exercise the powers stated in the said Power of Attorney including the power to further delegate the powers and substitute and appoint, one or more attorney or attorneys, to exercise the powers that **MR. KAIZAD BHARUCHA** can exercise till **October 26, 2023** herein after referred to as ("the said Power of Attorney")

AND WHEREAS the said **RAJINDER BABBAR** is desirous of appointing **MR SALIM KHAN - ASSISTANT MANAGER - RURAL BANKING GROUP- REMEDIAL MANAGER** to act as the Attorney of the Bank during the period and for the purpose hereinafter mentioned;

NOW THESE PRESENTS WITNESSETH that I, the undersigned, by virtue and in pursuance of the power and authority in that behalf contained in the said Power of Attorney and of other authorities thereunto enabling me, doth hereby nominate, constitute and appoint **MR SALIM KHAN** recently working as **ASSISTANT MANAGER - RURAL BANKING GROUP REMEDIAL MANAGER** of the Bank to be the true and lawful Attorney, hereinafter referred to as "the said Attorney" in fact and at law of the Bank, for the Bank and in the name and behalf of the Bank to do the following acts, deeds and things which I am authorised to do by said power of attorney in the same manner and as effectually the Bank or I might do them or of them, that is to say:

Handwritten signatures in blue ink, including a large signature and a date stamp '10/03/2021'.

HDFC Bank, 170/171, Fort Branch,
Maneckji Wadia Building,
Mowane Marg, Mumbai-400 023.

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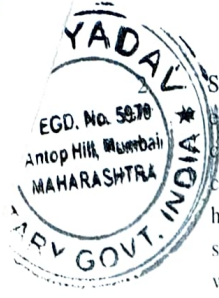
- (a) To (whether in or outside India) institute, initiate, prosecute, defend, lodge, oppose, continue with, appear, represent, appeal in, compromise, give notice of appeal, refer to arbitration, abandon, apply for compounding, submit to judgment, proceed to judgment and execution or become non suited in, settle, compromise, enter into consent terms, all or any suits, legal proceedings, claims, actions, complaints and demands (including civil, criminal, consumer forum/Tribunals, Debt Recovery Tribunals, proceedings relating to matters under sections of Indian Penal Code and Negotiable Instruments Act, revenue proceedings, relating to customs, excise, sales tax, income tax, goods and services tax (GST), income, profits and capital and taxation generally or otherwise) whether in or outside India;
- (b) To accept service of summons, notices or processes in respect of such suits, legal proceedings or demands and authorise any official of the Bank or any other person to accept, receive aforesaid summons, notices and processes, whether in or outside India;
- (c) To deposit and pay any money into the court, forum, authority, for the purpose of any such suits, legal proceedings or demands and to withdraw and obtain payment of any money lodged into the court, tribunal, authority, forum for the purpose of any such suits, legal proceedings or demands, whether in or outside India;
- (d) To file application for execution of decrees or orders by the court, forum, tribunal, authority (judicial or quasi-judicial or otherwise) in such suits, legal proceedings or demands and to sign and verify such applications and to receive any moneys due to the Bank under such decrees or orders and to certify payments received thereunder to the court or any judicial or quasi-judicial or other authority or tribunal or any other forum, whether in or outside India;
- (e) To sign and execute Memorandum of Understanding, loan agreements and security documents and other incidental documents, writings; relating to aforesaid matter;

And for the purpose mentioned hereinabove to (whether in or outside India) sign, seal, swear, affirm, declare, deliver, execute, make, lodge, enter into, file, acknowledge, complete, record and perfect all pleadings, plaints, petitions, written statements, replies, appeals and all other documents, deeds, assurances, instruments, whatsoever usual, necessary or expedient and all agreements, applications, returns, pleadings, affidavits, declarations, petitions, indemnities, undertakings, receipts and all manners of the court (including Civil, Criminal, Revenue, Enforcement Directorate, Insolvency and Bankruptcy Tribunal, National Company Law Tribunal, Appellate Tribunals, Registrar of Companies and other similar Bodies and Authorities) whether in or outside India;

And in connection with any such suits, legal proceedings and demands as aforesaid to (whether in or outside India) engage, employ, appoint, retain and remunerate Legal Advisors, Counsels, Arbitrators, Advocates, Solicitors, Attorneys, Accountants, Valuers, all other persons and to depute, authorise any official of the Bank or any other person and to sign, give and deliver all mandates, vakalatnamas and other authorizations that may be necessary for the above purpose and to cancel the same at any time;

To act in Bank's name under all circumstances concerning or arising from bankruptcy or insolvency or from all discharges in bankruptcy or arrangements with creditors connected with all debtors or persons committed towards the Bank and to act in the Bank's name in the case of winding up all such insolvent companies or companies committed towards the Bank or thus considered and to take all steps and do all things requisite for recovering and making good all such debt, demand or claim against any such companies not limited to signing / execution of the scheme of compromise or arrangement with the creditors, differing the terms/conditions of scheme of compromises;

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Subject to applicable law, to act as the representative of the Bank and to vote (by way of electronic mode or otherwise) at and otherwise take part in any class of members or of creditors (whether secured or not) or debenture holders of any company or body corporate whereof the Bank is or may hereafter be a member or creditor or debenture holder (whether singly or jointly with another or others) and to have and exercise the same rights and powers (including the right to vote by proxy) on behalf of the Bank which the Bank could exercise as a member or creditor or debenture holder of such company or body corporate;

- 3. Subject to applicable law, to sign, execute and deliver any proxies or other instruments for the purpose of voting at any company or body corporate whose shares or debentures are now or hereafter held by the Bank or registered in its name whether singly or jointly with another or others;

For clarity:

Wherever in this document, the authority or power is to sign, execute, deliver, accept, put or affix signature etc. the same shall include the power and authority to so sign, accept or confirm digitally or electronically through any electronic or digital signatures or by way of any acceptances electronically or digitally whether by way of click, tick, one time passwords, emails, authorizations, or in any other mode or manner, irrespective of whether the same is specified or not at the relevant place in this document; wherever in this document, any power or authority or function is mentioned in the context of or in relation to or vis a vis, or for or towards, any functions, operations, business, activity, action, thing, deed or document, authority, person, entity, processes, notices, court, tribunal, forum, Government, place, jurisdiction, taxes, etc, the same shall be read to mean as any such power, authority, function, operations, business, activity, action, thing, deed, document, authority, person, entity, processes, notices, court, tribunal, forum, Government, place, jurisdiction, taxes, etc, in/of India as well as outside India, whether specified or not at the relevant place in the document, unless expressly excluded.

AND with a view to achieving the above objectives to generally deal with the clients of the Bank or any person or firm or company, Government or other official authorities and represent the Bank in dealing with them.

AND I, **RAJINDER BABBAR**, doth hereby ratify, confirm and bind the Bank to confirm all and whatsoever the said Attorney shall lawfully do or cause to be done in or about the premises by virtue of these presents and declares that these presents shall at all times be conclusively binding in favour of third parties who have not received notice of prior revocation, but so that the exercise by the Bank itself or any person on its behalf from time to time of any powers and authorities hereby conferred shall not be deemed to be revocation or limitation and also that these presents shall not revoke limit or affect any subsisting power or powers of attorney by the Bank or any person on its behalf to any other person or persons.

AND I lastly declare that these presents and the powers and authorities hereby conferred shall be effective till October 26, 2023.

In witness whereof the said **RAJINDER BABBAR** has executed these presents at Mumbai on 16/10/20 day of October 2020

SIGNED AND DELIVERED BY WITHINAMED **RAJINDER BABBAR** SENIOR EXECUTIVE VICE PRESIDENT in the presence of

[Handwritten signature]
[Handwritten date: 16/10/21]



DNYANESHWAR VASANT KALE
B.A. LL.B.
Advocate High Court Mumbai
MAH - 3584 - 2004
Seewari Koliwada, Mumbai - 15.



BEFORE ME

MOHANLAL D. YADAV
B.Com, LL.B., Regd. No. 5970
NOTARY GOVT. OF INDIA
Resid. Room No. 16, Durga Mata Mandir
Shanti Nagar, S. P. Road, Antop Hill,
Wadala (E), Mumbai - 400 037

