**GENERAL POWER OF ATTORNEY**

**BY A COMPANY**

TO ALL TO WHOM THESE PRESENTS SHALL COME

..................................................................... a Company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the "Company") SENDS GREETINGS:

AND WHEREAS

 the Company is desirous of appointing Sh. \_\_\_\_\_\_\_……………………………….. (hereinafter called the "Attorney")

 one of the Directors of the Company as the true and lawful Attorney with full power and authority to do and execute all acts, deeds and things as hereinafter mentioned in the name of and on behalf of the Company and subject to the provisions of the Companies Act, 1956:

1. The Company is carrying on the business of manufacture of \_\_\_\_\_\_\_\_\_ more particularly detailed in the main objects clause of the Memorandum of the company.

2. In order to facilitate the business to be carried on smoothly, the Company hereby appoints Sh. \_\_\_\_\_\_\_ as its constituted attorney with full power and authority to do and execute all acts, deeds and things as hereinafter mentioned in the name of and on behalf of the Company and subject to the provisions of the Companies Act, 1956.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS

 that the Company does hereby appoint, constitute and nominate

Mr………………………..………………………………….

 as true and lawful attorney or agent of the Company with full powers and authority to do and execute all acts, deeds and things as hereinafter mentioned on behalf of and for the Company viz.,

1. To manage the affairs of the Company efficiently and faithfully and in a manner conducive to the interest of the Company.

2. To maintain proper control on and discipline in the staff employed and to initiate disciplinary proceedings against any member of the staff employed in the Company for any act of indiscipline or misconduct or any other offence prescribed by the service rules made by the Company.

3. To pay the monthly salaries and other emoluments of the employees as sanctioned by the Company and to obtain receipt for the same.

4. To open one or more accounts of the Company, in the name of the Company with one or more Banks as may be approved by and to such an extent and with such limits and restrictions as may be stipulated by the Directors from time to time by a resolution of the Board or Committee of the Board of Directors of the Company and to operate the same for and on behalf of the Company by drawing, accepting, endorsing, negotiating, releasing, paying or satisfying any promissory notes, bills of exchange, cheques, drafts, hundies or orders for payment of moneys and delivery of securities, goods, or effects or other negotiable instruments and mercantile documents which may be deemed necessary or proper in respect of the business of the Company or its offices.

5. To sign any deed or document or other paper required to be executed by or in favour of the Company including a Deed of Conveyance or a Deed of Mortgage, hypothecation or pledge or a lease or a leave or licence agreement or any other document required to be executed by the Company.

6. To lodge for registration any document executed by or in favour of the Company and to admit execution thereof and do all acts and things required to be done for registration of such deed.

7. To accept any moneys on fixed deposit according to the schemes made by the Company for accepting fixed deposits and to issue and sign fixed deposits receipts in the form prescribed by the Company.

8. To appoint agents or dealers for sale of the products of the Company on terms and conditions prescribed by the Company and to sign necessary letters or agreements for such appointments.

9. To take on monthly tenancy basis or leave or license basis go-downs, storerooms or other suitable premises for storing the products of the Company and to pay the rent thereof.

10. To advertise the products of the Company by publishing in the newspapers or sponsoring events or by holding seminars and by doing other acts and things beneficial to promote the sale of the Company’s products.

11. To demand, receive, recover, accept, exercise or utilize any claim, things, rights or any object to which the Company is entitled and to make and give receipts for the moneys and other property received for and on behalf of the Company.

12. To carry on correspondence with the customers of the Company including prospective customers, agents, brokers, dealers and other trade agents in connection with the business of the Company and to represent the Company at any programs or meetings in connection with or with a view to promote the business of the Company.

13. To commence and prosecute any suit or other legal action or proceedings in relation the business of the Company and for recovery of any moneys, good or other properties of the Company or establishing a right related to the business of the Company and to defend any suit or legal proceedings against the Company by any person or other company, and for that purpose to sign, affirm, or declare plaints, statements of defence, petitions, affidavits and other papers as may be require to be done and to appoint any advocate or solicitor for that purpose.

14. To insure the stocks of the Company wherever stocked and to pay the premium in respect thereof from time to time.

15. To appear before any official of the Government in connection with the affairs of the Company or to appoint a suitable agent to do the same on behalf of the Company.

16. To refer to arbitration any dispute in connection with the business of the Company and to attend to such arbitration personally or through advocates and to do all such acts or things as may be required in that behalf.

17. To negotiate with any party for settlement of any dispute or claim and to compromise or compound the same in the best interest of the Company.

18. To receive moneys and other property payable to the Company by way of sale of the products, commissions or any other account from the customers, agents, shopkeepers and other persons whatsoever and to pass valid receipts for the same and to credit the moneys so received in the Bank Account of the Company.

19. To sign, seal, swear, affirm, declare, deliver, execute, enter into, acknowledge, perfect and do all such contracts, conveyances, leases, mortgages, transfers, releases, agreements, re-conveyances, reassignments, releases, agreements, pleadings, affidavits, declarations, petitions, returns, refund orders of income tax, super tax, gift tax, expenditure tax and any other tax assurances, deeds, documents, instruments, acts, matter and things as shall be requisite or as the attorney may deem necessary, proper or expedient for or in relation to all or any of the purposes or matters aforesaid.

20. To concur with any other person or persons interested in doing any of the acts or things as aforesaid.

21. To ask, demand, sue for and recover, receive payments of and give good and valid receipts, releases, discharges and indemnities for all the moneys, securities for moneys, profits, debts, goods, chattels, stocks, shares belonging to the Company whether solely or jointly with any other person or persons.

22. To commence, carry or defend, appear or appeal in all suits, departmental appeals, appeals before the court of law, appellate bodies or tribunals and other legal proceedings and demand touching any matter or thing in which the Company may in any way concerned whether solely or jointly with any other person or persons as aforesaid.

23. To receive the interest and income arising from any securities or other property now or hereafter belonging to the Company whether solely or jointly as aforesaid.

24. To give, vary and revoke instructions as to the manner in which any moneys payable (whether periodically or otherwise) or dealt with and to make and submit returns and afford required information relating to income tax, super tax, excess profits tax, business profit tax, wealth tax, expenditure tax and taxation generally.

25. To accept for and on behalf of the Company, payments due to the Company under any agreements earlier than the dates stipulated for such payments in the concerned agreement on such terms and conditions as deemed fit by the Attorney and to allow discounts, concessions and rebate and by way of interest or profits as may be deemed fit by the Attorney.

26. To sign all plaints, written statements, affidavits, applications, petitions, reference papers, appeals and such other connected documents as may be required in connection with legal proceedings arising out of the Company’s contracts for hire purchase or any other finance business and to accept any such writ or summons and or other legal process as shall be requisite or expedient;

27. To present or oppose any petition for winding up or bankruptcy, to attend and vote as proxy at any meetings of creditors, to make and file proofs of claim; and generally to act in any liquidation, bankruptcy or insolvency proceedings;

28. To sign and issue deposit receipts to the depositors credit and debit notes to the parties with whom the Company has any business dealings;

29. And generally to do all acts and things incidental to the powers hereinabove mentioned and all other acts and things necessary for carrying on the business of the Company to such an extent and with such limits and restrictions as may be stipulated by the directors from time to time by a resolution of the Board or Committee of the Company;

IN WITNESS WHERE OF, the Company has pursuant to a resolution of the Board of Directors of the Company passed at its meeting held

on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 at\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_

in that behalf caused its common seal to be duly affixed hereto.

FOR AND ON BEHALF OF THE COMPANY

Witnesses :

1.

2.