**POWER OF ATTORNEY BY THE COMPANY TO ITS MANAGING DIRECTOR**

**TO ALL TO WHOM THESE PRESENTS SHALL COME**, THE A B Co. Ltd., a company registered under the Companies Act, 1956 and having its registered office at…………….........(hereinafter called "Company").

**WHEREAS** Shri A, aged about……………..years resident of Bombay has been appointed as Managing Director of the said Company and the Company is desirous of appointing him as Attorney of the Company for and on behalf of the Company and to do and perform the following acts and things effectively from the date of execution of this Deed.

**NOW KNOW YE AND THESE PRESENTS WITNESS** that the Company doth hereby appoint the said Shri A, the true and lawful Attorney of the Company in the name and on behalf of the Company from the date hereof to do and perform the following acts and things i.e. to say;

1. To negotiate, settle and execute on behalf of the Company all contracts and agreements for the purchase of land, machineries, equipments, etc. appointment of agents, carriers, insurers and other firms, companies, person or persons, whether incorporated or not relating to the business of the Company.

2. To sign all acceptance of and endorsements on all bills of Exchanges, Hundies, cheques, pay orders and securities and other instruments of all descriptions including Government Securities drawn for and on behalf of the Company or drawn on or in favour of the company and to receive the amounts of bills, hundies, cheques, pay orders, and other instruments as are payable to the Company and to give receipts and discharges for the same.

3. To draw cheques, letters and orders in respect of all accounts of the Company with banks including cash credit accounts, loan accounts and overdraft accounts.

4. To appoint and at his discretion remove or suspend any General Manager, Manager, officers, Engineer, Adviser, Consultants, Assistant, Clerks, Peons, Labourers, Agents and other employees for permanent, temporary or special services as he may from time to time think fit and to determine their powers and duties and fix their salaries, or emoluments and to acquire security in such instances and for such amounts as he may think fit.

5. To institute, conduct, defend, compound, abandon or refer to arbitration any legal proceeding by or against the Company or its officers or its other employees or otherwise concerning the affairs of the Company.

6. Subject to the provisions of the Companies Act, to give in the name and on behalf of the Company such indemnities and guarantees as may be necessary.

7. Subject to the provisions of sections 292, 295, 370 and 372 of the Companies Act, to invest the moneys of the Company not immediately required for the business of the Company with or without security and in such manner as he may think fit and from time to time vary or realise such investments. Save as provided in section 49 of the Companies Act, all investments shall be made and held in the Company's name.

8. To purchase or otherwise acquire for the Company any property, assets, rights or privileges which the Company is authorised to acquire, at or for such price or consideration and generally on such terms and conditions as he may think fit, and in any such purchase or acquisition accept such title as he may believe or may be advised to be clear and marketable.

9. To make, issue and give receipts, release and other discharges for moneys payable to the Company and for the claims and demands of the Company.

10. To determine, from time to time the executives or officers who shall be entitled to sign on behalf of the Company all bills, promissory notes, bonds, receipts, cheques, contracts, instruments and documents and general correspondence and to give necessary authority for such purposes.

11. To effect, make and enter into, on behalf of the Company, all transactions, agreements and other contracts within the scope of the business of the Company.

12. From time to time, and at any time, to make such arrangements as he may consider appropriate for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any persons to be incharge of such offices.

13. To make payment of all rents and to undertake on behalf of the Company to the covenants, conditions and agreements contained in or reserved by any lease that may be granted or assigned to or otherwise acquired by the Company and to purchase the reversion or reversions and otherwise to acquire the fee simple of all or any of the lands of the Company for the time being held under lease or for an estate less than freehold estate.

14. To purchase, take on lease, leave and licence, exchange or otherwise acquire any lands, buildings, premises, hereditaments, property, assets, machineries, computers, air- conditioners, equipments, rights, credits, royalties, business and goodwill of any company carrying on the business, which the Company is authorised to carry on in any part of India or abroad.

15. To insure and keep insured against loss, damage by fire, storm, riots, lighting, burglary, theft or otherwise for such period and to such extent as he may think proper all or any part of the buildings, machinery, vehicles, computers, air conditioners, equipments, goods, stores, products and other movable property of the Company, either separately or co-jointly; also to insure all or any portion of the goods, or products and other articles in transit, kept and consigned by the Company and against loss or damage to the Company by the fraud, breach of trust or misconduct of the officers, employees, agents or others acting on behalf of the Company.

16. And Generally to do and execute all acts, matters, instruments and things as the Company could do or would have done at Delhi and other places in India or abroad relating to the business of the Company and that as amply and effectually to all intents and purposes as the Company could do or would have done, the Company hereby ratifying and confirming and agreeing to ratify and confirm all and whatsoever the said Attorney shall lawfully do or cause to be done in and about the business of the Company by virtue of these presents.

17. Shri A, Managing Director is further empowered to delegate any of the powers contained hereinabove to any of the officers of the Company for the purposes of carrying out the said acts and things.

**AND IT IS HEREBY DECLARED** that the said Attorney when signing on behalf of the Company shall sign as follows.

For and on behalf of A & B Co. Ltd., by their constituted attorney

**WITNESSES** IN WITNESS WHEREOF the A & B Co. Ltd., has hereunto put

its Common Seal to be affixed in the presence of two witnesses

1 the……………..day of……………..20……………..

2. THE COMMON SEAL OF A & B CO. LTD., was hereunto affixed pursuant to the Resolution of its Board of Directors passed on the……………..day of……………..20……………..in the presence of Shri……………..a Director and Shri……………..the Secretary who have signed in token thereof