

POWER OF ATTORNEY BY THE PARTNERS OF A FIRM TO ONE OF THEM

TO ALL TO WHOM THESE PRESENTS SHALL COME, We (1) Mr. A, residing at .. (2) Mr. B. residing at ... and (3) Mr. C, residing at ... SEND GREETINGS:

WHEREAS we the said Mr. A, Mr. B and Mr. C are partners alongwith Mr. D of a partnership Firm in the name of M/s ... and are carrying on business of on the terms and conditions contained in a Deed of Partnership dated...

AND WHEREAS under the said Deed the said Mr. D is authorised to act as the Managing Partner and he is mostly looking after the business of the said partnership.

AND WHEREAS we are not able to attend regularly to the business of the said partnership because of either our preoccupations or other reasons and we have full confidence in the said Mr. D.

AND WHEREAS in order to enable him to carry on the said business and to do all acts and things required to be done alone and without being required to approach every time for our consent or authority or signatures, we have proposed to appoint him as our express and authorised attorney or agent to do all acts and things hereunder mentioned and which he has agreed to do.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS that we the said Mr. A, Mr. B and Mr. C hereby jointly and severally and as the partners of the said Firm appoint and constitute the said Mr. D our attorney or agent with full authority and powers to do and execute all the following acts, deeds and things In the name and on the behalf of the said Firm or in our names and on our behalf and for us viz.

1. To carry on the business of the said partnership Firm M/s... in terms of the said Deed of Partnership dated.....
2. To buy and sell all goods and merchandise connected with the business of the said Firm and to pay and receive moneys in respect thereof.
3. To appoint managers, accountants, clerks, peons and other persons for carrying on different types of work in connection with the said business, to pay their salaries, wages and other emoluments as are normally paid and if necessary to remove or dismiss any one or more of them as occasion may require.
4. To acquire any premises on rent or other terms for carrying on the business of the Firm, including godowns, store rooms for storing goods.
5. To open one or more accounts in one or more Banks in the name of the Firm and to operate the same as well as those at present existing. To close any such account or accounts if necessary.
6. To draw, accept, negotiate, pay or satisfy any bills of exchange, promissory notes, cheques, hundies, drafts, orders for payment or delivery of money, securities for goods, bills of lading, railway receipts and other negotiable instruments which the said attorney as partner may think necessary or desirable in the course of the business of the Firm and the promotion thereof.
7. To sign all applications and papers required for obtaining different kind of licenses and permits from Govt. Municipal and other local authorities required to be obtained under the law and to obtain such licences and permits.

8. To borrow moneys as may be required from time to time for the business of the company from any bank by way of overdraft or cash credit account without security or with security by way of hypothecation or pledge of the goods and moveable assets of the Firm or by mortgage, equitable or legal of any immovable property of the Firm or by way of drawing hundies or in other way as possible and with such rate of interest and on such terms and conditions as the said Attorney may think fit.
9. To take any moveable property required for the business of the Firm on hire or on hire purchase basis on such terms as the said attorney may think proper and to enter into and execute agreements In that behalf.
10. To purchase, or take on lease or otherwise acquire any immovable property consisting of land or land with building or a flat or other premises in a building on ownership basis or any godown, store room and other premises required for effectually carrying on the business of the Firm.
11. To sell or give on lease or otherwise dispose of any moveable or immovable property or assets of the Firm if not required by the Firm for its business or if it is profitable to do so on such terms as the said attorney may think fit.
12. To buy and sell shares, bonds and other securities of any Company, Govt. Corporations, Local authority or any Government as may be deemed necessary in the Interest of the Firm.
13. To demand, receive, recover. collect all debts outstanding, trade dues and all moneys or property due and payable to the Firm and to pass receipts for the same.

14. For all or any of the purposes herein contained to enter into and execute agreements, deeds of any nature. such as deed of conveyance, deed of mortgage, deed of lease or sub lease. hire purchase agreement or any other deed or document required to be executed by or in favour of the Firm.
15. To lodge for registration all deeds executed by the said attorney or In favour of the Firm and which require registration under the law and to do all other acts and things required for completing registration and to pay stamp duties and registration charges In respect thereof.
16. To commence and prosecute any suit, or other civil or criminal proceedings or legal action in any civil or criminal court of law or Tribunals or Government offices having quasi judicial powers or forums and to recover any moneys or other property moveable or immovable to establish any legal right or to enforce any agreement or to claim and recover damages as may be necessary for the benefit of the business of the Firm.
17. To defend any suit or other legal proceedings against the Firm and its partners for recovery of any claim or money or property or any other cause of action.
18. For the purposes aforesaid, to sign, declare, verify or affirm plaints, written statements of defence, petitions, affidavits and other papers and applications as may be required from time to time.
19. To appoint advocates as -and when required for advice or for conducting any matter of litigation or dispute in which the firm is involved and to pay their fees.

20. To insure the property of the firm for any risk and to pay the premium as and when it becomes due.
21. To appear before any Court, Judge, Government or other officer or authority and to represent the firm in connection with any matter concerning the firm.
22. To pay income tax and other taxes payable by the Firm and for that purpose to file income tax returns and produce Books of Account for assessment, and other documents to appear before Income Tax Officer and other Officers, to file appeals and other applications against any orders passed by the Income Tax Officer and other Officers or Appellate authority and for that purpose to engage Chartered Accountant. Tax Consultants and other experts.
23. To write and maintain accounts of all other dealings and business of the Firm and for that purpose to maintain necessary Books of Accounts and to get them audited by a Chartered Accountant.
24. To agree to refer any dispute between the Firm and other party in any transaction or any claim made by or against the Firm for moneys or otherwise, to arbitration of one or more arbitrators and to attend such arbitration on behalf of and to represent the Firm and file all statements of claim, defence and evidence before the Arbitrator or Arbitrators.
25. To compound, compromise or settle any claim due to or due by the Firm from or to any person on such terms and conditions as the said attorney may think fit or to abandon or waive any claim including a claim In any suit or legal proceeding.

26. To attend meetings of the shareholders of any company or corporation in which the Firm is a shareholder or any one or more partners of the Firm is or are a shareholder or shareholders as such and to exercise all the rights of the share holder in such meeting or otherwise.
27. And generally to do and execute all acts and deeds and things as are necessary to be done or executed for the business of the said Firm and which we would be required to do personally in the absence of this power of Attorney.

And we agree to ratify all such lawful acts deeds and things done and executed by the said attorney pursuant to these presents as well as partners of the said Firm.

IN WITNESS WHEREOF We, Mr. A, Mr. B. and Mr. C. have put our respective hands this ... day of ... in the presence of ...

Signed and delivered by the
withinnamed Mr. A. Mr. B and Mr.)
C. In the presence of