

POWER OF ATTORNEY BY A PARTNERSHIP FIRM IN FAVOUR OF FIRMS

MANAGER

TO ALL TO WHOM THESE PRESENTS SHALL COME, We (1) X residing at ..... (2) Y residing at ..... and (3) Z residing ..... at the partners of M/s..... a firm duly registered under the Indian Partnership Act being No..... hereinafter referred to as the "said firm", carrying on the business of ..... do hereby nominate, constitute and appoint Shri ..... son of ..... resident of .....(hereinafter referred to as "the Attorney") as our attorney to act for us and in our name and on our behalf, and for and in the name of the firm to execute and perform all or any of the following acts, deeds, matters and things, namely:

- (1) To carry on the business of the said partnership firm M/s.....
- (2) To buy and sell all goods, things, commodities and merchandise connected with the business of the said firm and to pay and receive moneys in respect thereof.
- (3) To represent the firm to all intents and purposes before the Government, authorities, organisations, corporations, persons, companies in or outside India in connection with the business of the said firm and to sign all contracts, agreements, orders, letters, receipts, documents, papers and writings whatsoever and to conclude all contracts and to submit tenders, estimates, quotations, etc. to the prospective customers.
- (4) To ask, demand, sue for recovery, receive and collect all moneys due and payable to the said firm in connection with its business from any person or

persons, company, association, Government Department, including any statutory body or authority and to give valid receipt and discharges therefor.

- (5) To appear before and represent the firm before income-tax, sales-tax and other authorities, municipal corporation, railways, Indian Airlines, in all courts having civil, criminal, revenue, original, appellate or revisional or special jurisdiction and before any other tribunal, government, semi-government offices, judicial or administrative tribunals and authorities.
- (6) To sign all applications and forms required for the licences, permits, etc. from Central Government, State Government, municipal or other statutory authority as may be necessary or requisite for the purpose of carrying on or developing the business of the firm.
- (7) To draw, accept, endorse, negotiate, pay or satisfy any bill of exchange, promissory notes, cheques, drafts, hundies, orders for payment or delivery of money, securities or goods, bills of lading or other negotiable or mercantile instruments or securities which may be deemed necessary or proper for the business of the said firm.
- (8) To borrow moneys as may be required from time to time for the business of the firm from any bank by way of overdraft or cash credit account without security or with security by pledge, mortgage or hypothecation of any of the movable or immovable assets of the firm or by way of drawing hundies, or in any other way on such terms and conditions as the said authority may think fit.

- (9) To operate bank accounts in the name of the firm, and to obtain overdrafts from any such bank or banks against such security of the said firm and to execute all documents and instruments required necessary for the said purpose.
- (10) To appoint any employee, accountant, consultant or agents for the business of the said firm and to settle and pay their remuneration and fix up conditions of service and to dismiss or discharge them at his discretion.
- (11) To institute, defend, prosecute, enforce or oppose any suit, action, proceedings, appeal or revision in any court in India or outside India or before any tribunal of arbitration or industrial court, whether by and on behalf of the said firm or against it, to engage any solicitor, advocate, counsel or pleader as may be necessary for prosecuting and defending in the premises aforesaid or any of them or in any other matters relating to the conduct of the business of the said firm, and to sign vakalatnama to sign and for the aforesaid purposes to sign, declare, verify or affirm complaints, written statements, petition, and other pleadings and also to present any memorandum of appeal, revision, review application, writ petition, etc. on behalf of the firm.
- (12) To compound, compromise, settle, withdraw, adjust, submit to arbitration any claim due to or due by the firm from or to any person and compromise or withdraw any suit, or other legal proceeding, filed by or against the firm on such terms and conditions as the said Attorney may think fit or to abandon or waive any claim.
- (13) To enter into agreement and execute such deeds as shall be required or may be deemed proper for or in relation to all or any of the matters or purposes aforesaid.

- (14) And generally to do all acts, deeds and things as may be necessary on behalf of the said firm to all intents and purposes as we constituting the said firm could do, if personally present.

Provided that the said attorney shall always keep and maintain a true and correct account of all transactions and dealings done by him in relation to the business of the said firm and affairs, ancillary an incidental thereto and furnish the same to us at reasonable times as and when demanded and this Power of Attorney will remain valid and in full force notwithstanding any change in the constitution of the firm.

And we hereby for ourselves, our heirs, successors, executors and administrators ratify and confirm and agree to ratify and confirm all such lawful acts, deeds and things done and executed by the said Attorney shall do or purport to do by virtue of these presents.

IN WITNESS WHEREOF, we the present partners of the said firm have hereunto set and subscribed our respective hands on this ..... day of ..... 19 .....

*Signed and delivered by the within named*

*Signed and delivered by the within named Smt. ....*

WITNESSES;

1.

2.