

SI. No. 9896 Date 25 6 Page 50 -

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GENERAL POWER OF ATTORNEY

This General Power of Attorney executed on this day the 25 th June 1993 by Satish Modi, S/o Sri. Manilal Modi, aged 51 years residing at 1-10-72/2/3, 2nd Floor, Begumpet, Hyderabad- 500 016 hereinafter called "PRINCIPAL".

Sri. Soham Modi, S/o Shri. Satish Modi, aged about 24 years, residing at 1-10-72/2/3, 2nd Floor, Begumpet, Hyderabad - 500 016 hereinafter called the "AGENT".

Whereas the Principal is the father of the Agent and he is going on business tours and it will be difficult to effectively manage his affairs, he desires to nominate his son as his Agent through whom he intends managing his affairs.

KNOW ALL MEN BY THESE PRESENTS THAT the Principal doth hereby nominate, constitute and appoint the Agent as his "General Power of Attorney Agent" to do all or any of the following acts on his behalf in respect of all his businesses, properties and other affairs of whatsoever nature.

- 1. To purchase or otherwise acquire any moveable or immovable property or undertaking for the purposes of the Principal.
- To work, manage and develop the properties or undertakings of the Principal manner as he may think fit.
- 3. To enter into any kind of contract or other undertaking on behalf of the Principal and to execute and perform all obligations and accept all benefits on behalf of the Principal and to enter into any compromise or other agreement in supercession, derogation, modification or alteration of any such contract or undertaking on behalf of the Principal.
- To enter into, make, sign and do all such contracts receipts, payments, agreements, assignments, transfers, conveyances, mortgages, assurances, instruments and things as may in the opinion of The Agent be necessary or convenient or expedient for carrying on the business of the Principal, or for dealing with the properties and immovable belonging to the Principal, in connection with any business in which the Principal is a partner, or relating to properties owned by the Principal jointly with others.
- 5. To adjust, settle, compromise and submit to arbitration all accounts, debts, claim, demands, disputes and matters which may subsist or arise between the Principal and any person or persons.
- 6. To demand, receive, accept, exercise or utilise any claim, thing, privilege, license orany object to which the Principal is entitled to make and give receipts, releases discharges for moneys payable to Principal, and for any claims and demands of the Principal.

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- 7. To draw, accept, endorse, negotiate, retire pay or satisfy any bills of exchange, promissory notes, cheques, drafts, orders for payment or delivery of moneys, securities, goods or effects, bills of lading, or other negotiable or merchantile instruments or securities which may be deemed necessary or proper in relation to the business or affairs of the Principal.
- 8. To borrow from time to time such sums of money and upon such term as the Agent may think fit upon the security of any of the property of the Principal or his undertakings or other assets of the Principal, whether moveable or immovable or chooses in action and for such purpose, to execute such mortgages, charges pledges or other securities or debentures upon such terms and conditions as the Agent may think proper.
- 9. To operate Bank Accounts of Modi Coolex Account No. SIB 440, Modi & Modi Marketing Account No. SIB 434, Modi Builders Account No. SIB 163 NS Satish Modi Account No. PER 147 in State Bank of Hyderabad, Begumpet, Hyderabad and to close the Bank Accounts if necessary.
- 10. To invest any money of the Principal upon such investments or securities, with power to vary the same from time to time, as the Agent may think fit.
- 11. To commence and prosecute and to defend, compound and abandon all actions, proceedings, demands in relation claims, to the business and property of the Principal or otherwise in relation to the affairs of the Principal for such purposes to sign, verify and present document pleadings or other instruments in writing and to appear and make on oath or otherwise in relation to the affairs of the Principal and to appoint any pleader, agent, solicitor or advocate for the said purposes and to obtain legal advice in any matter affecting the Principal.

- 12. To issue all or any part of the property, undertaking or business of the Principal which may be of any insurable nature against such risks as the said Agent may think fit to insure against and to pay the premiums on such insurance.
- And generally to act as the Agent of the said 13. Principal in relation to the premises and all other matters in which the Principal may interested or concerned and on behalf of the Principal to execute and do all instruments, acts and things as fully and effecting in all respects as the Principal could do on his behalf.

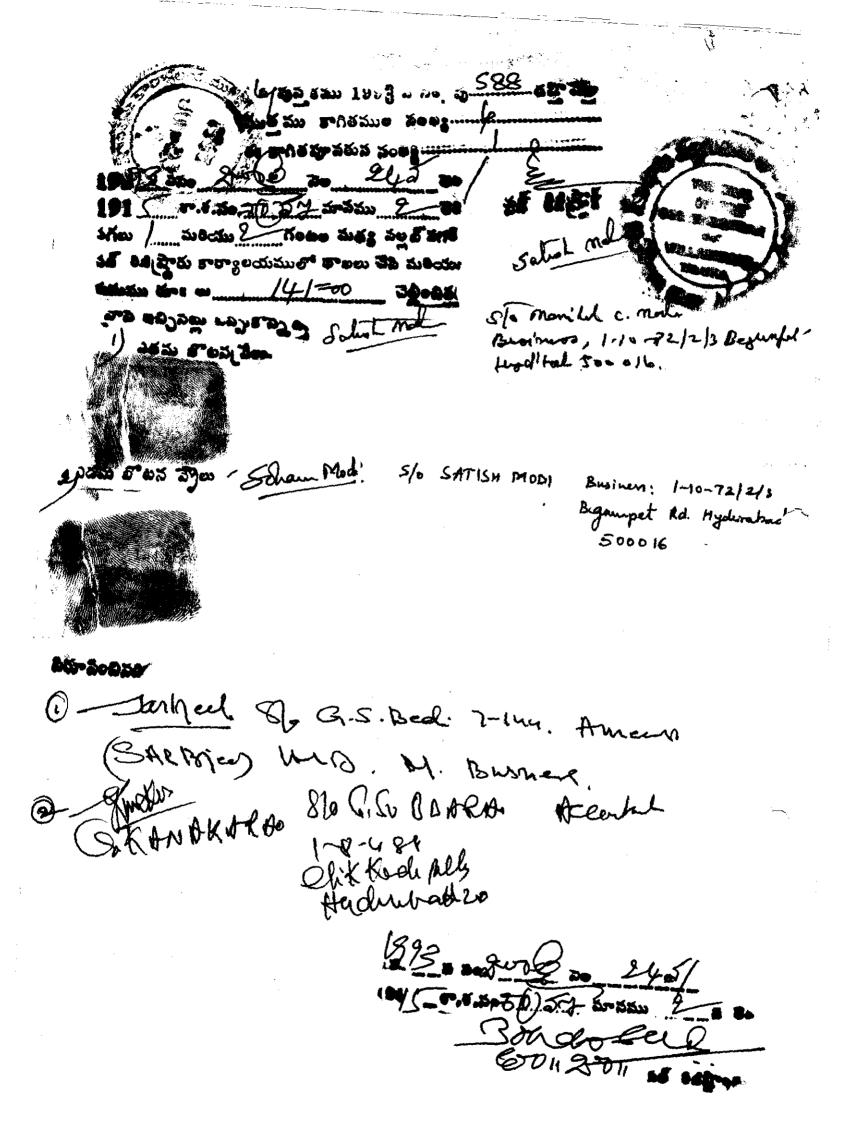
The Principal hereby agrees to ratify and confirm all and whatsoever the said Agent shall do lawfully or cause to be done by virtue of this Power of Attorney.

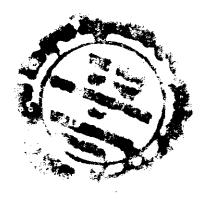
IN WITNESS WHERE THE PRINCIPAL has signed these presents on this the 25 th day of June 1993.

> Satish mil PRINCIPAL

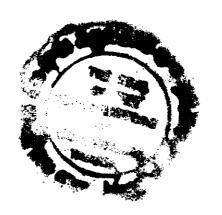
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