



GENERAL POWER OF ATTORNEY.

KNOW ALL MEN BY THESE PRESENTS that We,

M/s DELCO INDIA PRIVATE LIMITED, a Private
Limited Company, duly incorporated under the

Indian Companies Act, having its registered office
through its Director Shri Nand Kishore Vigneshwari Mudaliar
at New Delhi, do hereby appoint, nominate and constitute
Block D-19, South Extension Part - I New Delhi

S/Shri Gulshan Kumar son of Shri Sohan Singh, 32-B,
North Avenue Road, Punjabi Bagh, New Delhi and/or

Jit Rai son of Shri Harbans, F-8, Kamla Nagar, Delhi

as our attorney in our names and on our behalf and
on behalf of the company above named and to act
jointly and/or severally and to do the following
acts, things, deeds.

1. To appear for and represent the above named
Company to all intents and purposes in or outside
India in connection with its said business and
all affairs ancillary or incidental thereto

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and to sign jointly and/or severally all contracts and orders and other documents, letters, receipts, papers and writings whatsoever and to conclude all bargains and deeds, to accept all estimates, tenders, quotations etc. to settle all disputes and differences with its said trade or business and affairs incilliary thereto;

2. To ask for, demand, recover, receive and collect all moneys due and payable to the said company in connection with its said business from any person or persons, company or association, including any statutory body or authority, Government or semi-government concern or concerns, insurance company, claims, compensation and damages and from Railways, Airways, Road-ways etc. and to give valid receipts and discharge therefor,
3. To appear for and represent the company before all Municipal Bodies, Corporation, Delhi Development Authority, Governor, Directorate

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of Estates and Industries, Railways, Road-ways, Airways, Chamber of Commerce and Industry, Controller of Patents, Collectorate, Treasury, Revenue Offices and to appear and act before all authorities, Local, Municipal, Revenue, Government and all courts, civil, criminal, revenue, Municipal, whether original, appellate or revisional or constitutional or supervisory jurisdictional, to institute, defend and prosecute, enforce or resist any suit or action in any such court or before Income Tax and Sales Tax authorities, to sign and execute warrants of Attorney, Vakalatnama and other authorities, to act and pleade, to sign and verify complaints, written statement, petitions and other pleadings, including under Article 226 of the Constitution of India, and also to present any Memorandum of Appeal, Tabular statement, accounts, inventory, to accept service of summons, inventories, notices and other legal processes, to enforce judgment, execute any decree or order, receive possession or decretal amount, issue receipts and give discharge thereof, to refer any dispute to arbitration, to compromise or

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compound;

4. To apply for, obtain and renew all licences, permits etc. as may be necessary or requisite for the purposes of carrying on or developing the trade or business;
5. To prepare, sign and submit all returns and statements of Income-tax, Sales-tax, Declarations and to verify the same by production of books and vouchers and other documentary evidence;
6. To appoint or dismiss or discharge any staff, agent, broker, mineal and to settle and pay their remuneration and to fix up the conditions of service;
7. To deal with the industrial plot of the Company bearing No.E-21, Block B-I, Extension, in the Lay-out of Mohan Co-operative Industrial Estate Ltd., New Delhi, admeasuring 1319.91 sq.yds and to carry out construction over the same, engage any architect, or engineers, carpenters, electricians, Sanitary Engineers, plumbers, workman, sign, submit any plans for sanction, forms 'C' & 'D', Sanitary connection and completion, make all applications and depositions for obtaining any

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electric, water, power connection, industrial load, to apply and obtain completion, pay any fines or compounding fee, to sell, the said property, receive consideration, issue receipts, sign and execute any agreement to sell, supplementary agreement, receive part payments, advance payment, consideration, appear and act before the Registrar of Assurances, and get the same registered and otherwise to sell, purchase, pledge any other property, raise money, convert into money or securities for money and transfer and/or exchange and/or otherwise deal in all shares, stocks and other securities, marketable and non-marketable, cheques, bills, drafts, hundies and promissory notes and investments and to raise loan by pledge or hypothecation of the same,

8. To open any one or more banking account or accounts in the name of the company, to deposit or withdraw money and fully operate the same, to accept Bills and Money Orders, Bank Drafts,

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Pay Orders or other securities for moneys drawn in favour of the company and to negotiate cash credit and collect the proceeds thereof through the said account(s);

9. GENERALLY TO DO WITH ALL ACTS necessary and generally to do all acts, deeds and things as may be necessary in the premises on behalf of the said company to all intents and purposes including inducting and ejecting tenants, issuing rent receipts, signing and executing indentures of lease, licences, supervisory agreements and other out-goings;

AND WE RATIFY AND AGREE TO RATIFY all such acts lawfully done by our said attorney(s);

AND TO DELEGATE all or any of the powers contained therein to one or more attorney.

This power of attorney shall remain valid notwithstanding any change in the constitution of the Company.

This Power of Attorney shall bring no financial or other legal implications against the Directors of the Company in person.

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In pursuance of the resolution dated
we Shri Nand Kishore Vig and Uma Vig, the
Directors of the Company having been duly
authorised by the Resolution of Board of
Directors of the Company in the meeting held on
the said date, to sign and execute the present
General Power of Attorney under the seal of the
company have hereunto and hereby signed, executed
the above said General Power of Attorney on the
day of May, 1986 in the presence of the
witnesses and seal affixed.

Signed, sealed and
delivered in the presence of:

Executants.

Anil Malhotra
ANIL MALHOTRA
Doshi B. R. MALHOTRA
H/O - 19 South Extension - I
New Delhi

Uma Vig
UMA VIG W/O. Sh. Nand Kishore Vig.
R/O. D-19. S.E. Part I N. Delhi.



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CONVEYANCE DEED FOR Rs. 42,125/-

Stamp Duty Paid Rs. 1263.75
Transfer Duty Paid Rs. 2106.25
Total Rs. 3370/-

This Indenture is made at New Delhi on this 5th day of May 1986 between Shri Nand Kishore Vig S/o Shri Yadav Nandan R/o 219/2, Udhham Singh Nagar, Jullunder City, Punjab hereinafter called "the Original Sub-Lessee" hereinafter called the "Party No.1".

A N D

M/s DELOO INDIA PRIVATE LIMITED through its Director Smt. Uma Vig W/o Shri Nand Kishore Vig R/o 219/2, Udhham Singh Nagar, Jullunder City, Punjab hereinafter called "the Party No.2".

Whereas the Party No.1 is absolute owner and Sub-Lessee of a Industrial Plot No. B-21, Block BI Extension in the layout plan of the Mohan Co-operative Industrial Estate Limited measuring 1319.91 sq. yds.

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North : Plot No. E-22
East : 45' Wide Road
South : Plot No. E-20
West : Railway Lane

Having been allotted by the Mdhan Co-operative Industrial Estate Ltd., the President of India through the Delhi Administration, Land & Building Department, Delhi Administration, Delhi by virtue of Perpetual Sub-Lease dated 30th March 1979 registered as document No. 3327 in Addl. Book No. 1, Vol. No. 4150 on pages 87 to 97 dated 8th August 1979 in the office of the Sub-Registrar, New Delhi.

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And whereas clause II Sub clause (5) of the said perpetual Sub-Lease deed provide that the said original Sub-Lessee, that party No.1, will not sell, transfer, assign or otherwise part with the possession of the whole or in part of the said Industrial Plot without the prior consent in writing of the Lessor.

And whereas the Sub-Lessee has formed a Private Limited Company under the name and style of M/s DELCO INDIA PRIVATE LIMITED memorandum and Articles of Association of the Private Limited Company is annexed hereto as Annexure 'A' and the details of the property is annexed hereto as Annexure 'B'.

And whereas the Lessor has agreed and permitted to let the said M/s DELCO INDIA PRIVATE LIMITED, have interest in the said industrial plot with the incoming person the party No.2 to the extent specified against each.

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<u>NAME OF PERSON</u>	<u>RELATIONSHIP WITH SUB-LESSEE</u>	<u>EXTENT OF SHARE</u>
Shri Nand Kishore Vig	Self	50%
Smt. Uma Vig	Wife	50%

Now this Deed witnesseth as that the above said Sub-lessee hereby creates rights by way of Conveyance, above mentioned persons to love and affection to the extent mentioned herein before in the Perpetual Sub-Lease of the said plot subject to the following terms and conditions:-

1. That neither the original Sub-Lessee nor the incoming Person shall part with their shares of the Private Limited Company without the approval of the Lessor.

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2. That the parties to the Conveyance Deed have jointly and severally given an undertaking to the Lessor that the Perpetual Sub-Lease granted to Shri Nand Kishore Vig the Original Sub-Lessee vide sub-lease dated 30th March 1979 in which interest is now being transferred by this deed shall stand automatically terminated if there is any change in the name of the Lessee/Sub-Lessee/Constitution of the Partnership Firm/Private Limited Company as on the date of execution of this deed, without the prior approval of the Lessor. This undertaking is agreed to be treated by the Lessor and original Sub-Lessee as one of the condition of the lease mentioned in the original perpetual sub-lease dated 30th March 1979.

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ANNEXURE 'A'

Memorandum and Articles of Association of M/s DELCO INDIA
PRIVATE LIMITED Certificate of Incorporation No.21689 of 1985-86
registered under the company Act, 1956 (No.1 of 1956).

ANNEXURE 'B'

Lease hold rights of land measuring 1319.91 sq.yds. bearing
Plot No.5-21, Block BI Extension in the layout plan of Mohan
Co-operative Industrial Estate Limited and bounded as under:-

North	: Plot No.5-22
East	: 45' Wide Road
South	: Plot No.5-20
West	: Railway Lane

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In witness whereof the Original Sub-Lessee Shri Nand
Kishore Vig and Smt. Uma Vig the Incoming Person have hereto at
New Delhi signed the date and the year as above mentioned.

WITNESSES:-

1. *Anil Malhotra*
ANIL MALHOTRA
Sd/- B.R. MALHOTRA
Mod - 19.10.56-T

Nand Kishore Vig
ORIGINAL SUB-LESSEE
PARTY NO.1

2. *Uma Vig*

Uma Vig
INCOMING PERSON
PARTY NO.2
DIRECTOR

M/s DELCO INDIA PRIVATE LIMITED.

and to sign jointly and/or severally all contracts and orders and other documents, letters, receipts, papers and writings whatsoever and to conclude all bargains and deeds, to accept all estimates, tenders, quotations etc. to settle all disputes and differences with its said trade or business and affairs incilliary thereto,

2. To ask for, demand, recover, receive and collect all moneys due and payable to the said company in connection with its said business from any person or persons, company or association, including any statutory body or authority, Government or semi-government concern or concerns, insurance company, claims, compensation and damages and from Railways, Airways, Road-ways etc. and to give valid receipts and discharge therefor,
3. To appear for and represent the company before all Municipal Bodies, Corporation, Delhi Development Authority, Governor, Directorate

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of Estates and Industries, Railways, Road-ways, Airways, Chamber of Commerce and Industry, Controller of Patents, Collectorate, Treasury, Revenue Offices and to appear and act before all authorities, Local, Municipal, Revenue, Government and all courts, civil, criminal, revenue, Municipal, whether original, appellate or revisional or constitutional or supervisory jurisdictional, to institute, defend and prosecute, enforce or resist any suit or action in any such court or before Income Tax and Sales Tax authorities, to sign and execute warrants of Attorney, Vakalatnama and other authorities, to act and pleade, to sign and verify complaints, written statement, petitions and other pleadings, including under Article 226 of the Constitution of India, and also to present any Memorandum of Appeal, Tabular statement, accounts, inventory, to accept service of summons, inventories, notices and other legal processes, to enforce judgment, execute any decree or order, receive possession or decretal amount, issue receipts and give discharge thereof, to refer any dispute to arbitration, to compromise or

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compound,

4. To apply for, obtain and renew all licences, permits etc. as may be necessary or requisite for the purposes of carrying on or developing the trade or business;
5. To prepare, sign and submit all returns and statements of Income-tax, Sales-tax, Declarations and to verify the same by production of books and vouchers and other documentary evidence;
6. To appoint or dismiss or discharge any staff, agent, broker, mineal and to settle and pay their remuneration and to fix up the conditions of service;
7. To deal with the industrial plot of the Company bearing No.E-21, Block B-I, Extension, in the Lay-out of Mohan Co-operative Industrial Estate Ltd., New Delhi, admeasuring 1319.91 sq.yds and to carry out construction over the same, engage any architect, or engineers, carpenters, electricians, Sanitary Engineers, plumbers, workman, sign, submit any plans for sanction, forms 'C' & 'D', Sanitary connection and completion, make all applications and depositions for obtaining any

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electric, water, power connection, industrial load, to apply and obtain completion, pay any fines or compounding fee, to sell, the said property, receive consideration, issue receipts, sign and execute any agreement to sell, supplementary agreement, receive part payments, advance payment, consideration, appear and act before the Registrar of Assurances, and get the same registered and otherwise to sell, purchase, pledge any other property, raise money, convert into money or securities for money and transfer and/or exchange and/or otherwise deal in all shares, stocks and other securities, marketable and non-marketable, cheques, bills, drafts, hundies and promissory notes and investments and to raise loan by pledge or hypothecation of the same,

8. To open any one or more banking account or accounts in the name of the company, to deposit or withdraw money and fully operate the same, to accept Bills and Money Orders, Bank Drafts,

Contd.....5/

Pay Orders or other securities for moneys
drawn in favour of the company and to negotiate
cash credit and collect the proceeds thereof
through the said account(s);

9. GENERALLY TO DO WITH ALL ACTS necessary and
generally to do all acts, deeds and things as may
be necessary in the premises on behalf of the
said company to all intents and purposes including
inducting and ejecting tenants, issuing rent
receipts, signing and executing indentures of
lease, licences, supervisory agreements and
other out-goings;

AND WE RATIFY AND AGREE TO RATIFY all such
acts lawfully done by our said attorney(s);

AND TO DELEGATE all or any of the powers
contained therein to one or more attorney.

This power of attorney shall remain valid
notwithstanding any change in the constitution
of the Company.

This Power of Attorney shall bring no financial
or other legal implications against the Directors
of the Company in person.

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In pursuance of the resolution dated we Shri Nand Kishore Vig and Uma Vig, the Directors of the Company having been duly authorised by the Resolution of Board of Directors of the Company in the meeting held on the said date, to sign and execute the present General Power of Attorney under the seal of the company have hereunto and hereby signed, executed the above said General Power of Attorney on the day of May, 1986 in the presence of the witnesses and seal affixed.

Signed, sealed and Executants.
delivered in the presence of;



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CONVEYANCE DEED FOR Rs.42,125/-

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Stamp Duty Paid Rs.1263.75

Transfer Duty Paid Rs.2106.25

Total Rs.3370/-

This Indenture is made at New Delhi on this 5th day of May 1986 between Shri Nand Kishore Vig S/o Shri Yadav Nandan R/o 219/2, Udhm Singh Nagar, Jullunder City, Punjab hereinafter called "the Original Sub-Lessee" hereinafter called the "Party No.1".

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M/s DELOO INDIA PRIVATE LIMITED through its Director Smt.Uma Vig W/o Shri Nand Kishore Vig R/o 219/2, Udhm Singh Nagar, Jullunder City, Punjab hereinafter called "the Party No.2".

Whereas the Party No.1 is absolute owner and Sub-Lessee of a Industrial Plot No.E-21, Block BI Extension in the layout plan of the Mohan Co-operative Industrial Estate Limited measuring 1319.91 sq.yds.

Sub-lessee

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East : 45' Wide Road
South : Plot No.E-20
West : Railway Lane

Having been allotted by the Mohan Co-operative Industrial Estate Ltd., the President of India through the Delhi Administration, Land & Building Department, Delhi Administration, Delhi by virtue of Perpetual Sub-Lease dated 30th March 1979 registered as document No.3327 in Addl.Book No.1, Vol.No.4150 on pages 87 to 97 dated 8th August 1979 in the office of the Sub-Registrar, New Delhi.

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And whereas the Sub-Lessee has formed a Private Limited Company under the name and style of M/s DELCO INDIA PRIVATE LIMITED memorandum and Articles of Association of the Private Limited Company is annexed hereto as Annexure 'A' and the details of the property is annexed hereto as Annexure 'B'.

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<u>NAME OF PERSON</u>	<u>RELATIONSHIP WITH SUB-LESSEE</u>	<u>EXTENT OF SHARE</u>
Shri Nand Kishore Vig	Self	50%
Smt. Uma Vig	Wife	50%

Now this Deed witnesseth as that the above said Sub-lessee hereby creates rights by way of Conveyance, above mentioned persons to love and affection to the extent mentioned herein before in the Perpetual Sub-Lease of the said plot subject to the following terms and conditions:-

1. That neither the original Sub-Lessee nor the incoming Person shall part with their shares of the Private Limited Company without the approval of the Lessor.

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2. That the parties to the Conveyance Deed have jointly and severally given an undertaking to the Lessor that the Perpetual Sub-Lease granted to Shri Nand Kishore Vig the Original Sub-Lessee vide sub-lease dated 30th March 1979 in which interest is now being transferred by this deed shall stand automatically terminated if there is any change in the name of the Lessee/Sub-Lessee/Constitution of the Partnership Firm/Private Limited Company as on the date of execution of this deed, without the prior approval of the Lessor. This undertaking is agreed to be treated by the Lessor and original Sub-Lessee as one of the condition of the lease mentioned in the original perpetual sub-lease dated 30th March 1979.

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ANNEXURE 'A'

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ANNEXURE 'B'

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North	:	Plot No.E-22
East	:	45' Wide Road
South	:	Plot No.E-20
West	:	Railway Lane

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In witness whereof the Original Sub-Lessee Shri Nand
Kishore Vig and Smt. Uma Vig the Incoming Person have hereto at
New Delhi signed the date and the year as above mentioned.

WITNESSES:-

1. Anil Malhotra
ANIL MALHOTRA
Shri B.R. MALHOTRA
NoD - 19 M.D. SE-I

Nand Kishore Vig
ORIGINAL SUB-LESSEE
PARTY NO.1

2. Uma Vig

Uma Vig
INCOMING PERSON
PARTY NO.2
DIRECTOR

M/s DELCO INDIA PRIVATE LIMITED.