

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO. 415 OF 2014

Bee Electronics Machines Ltd.

...Appellant

Versus

M/s. K. Rohit Grinders

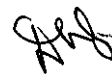
...Respondent

CONSENT TERMS

1. The Appellant has filed the captioned Appeal for challenging the legality and validity of the Judgment and Order dated 21st December, 2013 (hereinafter referred to as "**Impugned Order**") passed by the Civil Judge Senior Division, Palghar in Special Civil Suit No. 149 of 2006 (hereinafter referred to as "**the said Suit**").
2. By the Impugned Order, the said Suit came to be decreed. Accordingly, the Respondent herein is entitled to specific performance of the Agreement for Sale dated 22nd April, 1999 entered into between the Appellant and the Respondent herein (hereinafter referred to as "**the said Agreement**").
3. The Civil Judge Senior Division, Palghar *inter alia* passed the following directions *vide* the Impugned Order:-



- (i) the Appellant was directed to execute a registered Conveyance Deed in respect of the Suit Property i.e. Plot Nos. 40, 41, 42, 43, and 44 in S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road, district Palghar (hereinafter referred as **"the Suit Property"**);
- (ii) the Respondent was directed to make payment of an amount of Rs. 26,03,000/- to the Appellant within a period of three months from the date of the Impugned Order and in case of failure on the part of the Appellant to accept this amount, the Respondent was directed to deposit the same with the Civil Judge Senior Division, Palghar. In March 2014 this amount was offered by the Respondent to the Appellant however, the Appellant did not accept the same and therefore, the Respondent has, in compliance of the Impugned Order, deposited the same with the Civil Judge Senior Division, Palghar on 27th March 2014 vide Receipt No. 54 and Book Serial No. 166.



4. The Appellant aggrieved by the Impugned Order filed the present appeal before this Hon'ble Court. In addition to this Appeal, the Appellant also filed a Civil Application being Civil Application No. 1328 of 2014 (hereinafter referred to as "**Civil Application**") *inter alia* seeking a stay against the execution, implementation and operation of the Impugned Order.
5. By an order dated 17th February, 2015 passed in the Civil Application, this Hon'ble Court stayed the operation of the Impugned Order subject to the Appellant depositing an amount of Rs. 15,00,000/- with the Civil Judge Senior Division, Palghar. The Appellant has deposited this amount as directed by this Hon'ble Court *vide* the order dated 17th February, 2015 and accordingly, the operation of the Impugned Order is stayed by this Hon'ble Court pending the hearing and final disposal of the captioned Appeal.
6. In the meanwhile, considering the delay in the matter and with a view to put an end to the disputes ensuing between the Appellant and the Respondent, hereinafter collectively referred to as the "**Parties**" which are subject matter of the

present Appeal, the Parties met each other in order to explore the possibility of a settlement. Pursuant to meetings between the Parties, the Parties have, pending the hearing and final disposal of the present Appeal settled all disputes forming the subject matter of the captioned appeal and accordingly, all disputes between the Parties stand settled in terms of the present Consent Terms on the terms and conditions stated hereinbelow.

7. The Decree as passed by the Palghar Court with respect to the Suit Property in favour of the Respondent *vide* the Impugned Order however is modified with respect to the consideration amount of Rs. 1,55,00,007/- instead of Rs. 26,03,000/- as mentioned in the Impugned Order. The Impugned Order shall remain the same save and except as modified hereunder. In view of the Appellant agreeing to abide by the Decree, modified as agreed hereunder, the Appellant undertakes to execute necessary formal Conveyance Deed with respect to the Suit Property in favour of the Respondent. The Parties herein agree to record the terms of settlement as under:



7.1 The Appellant hereby undertakes to transfer all its right, title and interest in the Suit Property to the Respondent for a total consideration of Rs. 1,55,00,007/-(hereinafter referred to as **"Total Consideration Amount"**) which amount is to be paid by the Respondent to the Appellant in the following manner:-

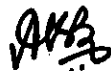
7.1.1 An amount of Rs 3,00,000/- has already been paid by the Respondent to the Appellant on 22nd March 1999 vide Bankers Cheque No. 378584 issued by the Central Bank of India, Mumbai Main Branch in accordance with the terms of the said Agreement and as admitted by the Appellant;

7.1.2 An amount of Rs 95,767/- being the amount of MSEB Dues, Municipal Corporation Dues and Land Revenue Tax for the Suit Property which has already been paid by the Respondent to the concerned authorities which fact the Appellant acknowledges;



7.1.3 The amount of Rs.1,49,49,239/- payable by the Respondent to the Appellant towards full consideration of the said Suit Property payable simultaneously upon execution and registration of the formal Conveyance Deed with respect to Land bearing Plot Nos. 40, 41, 42, 43 and 44 being the Suit Property;

7.1.4 The sum of Rs. 1,55,001/-being the Tax Deducted at Source (TDS) shall be deducted from the total consideration amount of Rs. 1,55,00,007/- to be paid by the Respondent unto the Appellant in accordance with the provisions of the Income Tax Act,1961 and the Respondent undertakes to deposit the same with the Income Tax Authorities within the prescribed time period as stipulated in the Income Tax Act and Rules framed thereunder and Respondent undertakes to furnish proof of the said deposit unto the Appellant.



7.2 Accordingly, the Parties herein agree that in the aforesaid manner and the timelines stated above, the Respondent shall make payment of the Total Consideration Amount payable towards the sale of the said Suit Property by the Appellant to the Respondent and accordingly, subject to the Respondent making payment of the amounts as mentioned in clause 7.1 above, the said Suit Property hereby stands transferred by the Appellant to the Respondent.

7.3 In view of the Appellant agreeing to the decree being passed with respect to the Suit Property hereunder in favour of the Respondent, the Appellant undertakes to sign, execute and register the necessary Conveyance Deed (subject to the Respondent bearing and paying all expenses in respect thereof including transfer fee, stamp duty and Registration fees etc.) with respect to the Suit Property in favour of the Respondent within a period of 7 (seven) days from filing of the present Consent Terms with this Hon'ble Court. Agreed drafts of the Conveyance Deeds with respect to lands



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bearing (a) Plot No. 40 to Plot No. 43 and (b) Plot No. 44 viz. the suit Property are annexed hereto as **"Annexure A" and Annexure "A-1"**.

7.4 Further the Appellant shall also execute and register an irrevocable Power of Attorney with respect to the Suit Property in favour of the Respondent within 7 days from execution of these Consent Terms. Agreed drafts of the irrevocable Power of Attorney with respect to lands bearing (a) Plot No. 40 to Plot No. 43 and (b) Plot No. 44 viz. the Suit Property are annexed hereto as **"Annexure B" and "Annexure B-1"**.

7.5 The Parties are aware that the distinctive plot numbers of the Suit property in the Government records have changed. The revised plot numbers of the Suit Property are as under:-

Original Number	Revised Number	Area of the plot
Plot 40 S. No. 214, Raghunath Industrial	214/2	1764 Sq. Mtr.

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Estate, Vadkun, Dahanu Road		
Plot 41 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road	214/3	1240 Sq. Mtr.
Plot 42 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road	214/4	1336 Sq. Mtr.
Plot 43 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road	214/47	1644 Sq. Mtr.
Plot 44 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road	New number yet not given	1888 Sq. Mtr.

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In so far as land bearing Plot 44 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road is concerned, no new distinctive number with respect to the same has been recorded in the revenue records. In the circumstances, the Respondent has already made an application to Tehsildar in Dahanu on 13-07-2022 for correction of 7/12 abstract for Plot no 44. Tehsildar on 11/03/2023 has verbally informed the representatives of the Respondents that because of mistake in revenue records the 7/12 abstract of Plot No 44 is missing in the revenue records and they will correct it in due course of time.

- 7.6 It is further agreed between the Parties herein that if in future the revised distinctive plot numbers or the distinctive plot number/s of the Suit property changes again, then in that case the Respondent shall be at liberty/shall have a right to prepare and execute correction deed or rectification deed before the concerned authority / in the government records without requiring the signature of the Appellant and

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further register the said deed before the Sub-Registrar of Assurances.

- 7.7 Out of the said amount of Rs.1,55,00,007/- an amount of Rs.20,00,000/- shall be allocated as consideration in respect of said Plot 44 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road and the same shall, within 7 days from receipt of entire consideration by the Appellant be deposited in Fixed Deposit for an initial period of 366 days from the date thereof and the Fixed Deposit Receipt in respect thereof shall be deposited in Escrow with the Advocates for the Appellant viz. M/s. Pandya & Poonawala, having their office at -102-104, 1st Floor, Bhagyoday, 79, Nagindas Master Road, Fort, Mumbai, who shall hand over the said Fixed Deposit Receipt for encashment to the Appellant only after the Appellant and/or Respondent produce certified copy of the Deed of Conveyance in respect of the said Plot 44 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road and/or after the said Plot 44 S. No. 214,

Raghunath Industrial Estate, Vadkun, Dahanu Road is transferred in the Record of Rights in respect thereof in the name of Respondent. The said Fixed Deposit Receipt shall be renewed at the discretion of the Escrow Agent viz. M/s. Pandya & Poonawala, if necessary.

7.8 The Parties agree that for ease of reference and for the purpose of identifying the Suit Property, the Parties have annexed hereto at Annexure "C" the plan as obtained from the government records and the Suit Property is delineated on the map in red colour boundary line.

7.9 The Appellant undertakes that in case the Conveyance Deed and/or the Irrevocable Power of Attorney with respect to the Suit Property or any particular plot forming a part of the Suit Property, including but not limited to land bearing Plot 44 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road, is not registered by the Sub-Registrar of Assurances, the Appellant shall render all necessary assistance to the

Respondent including appearing before the Sub-Registrar and/or any authority as may be required for the purpose of transferring the Suit Property in favour of the Respondent at a future date. In the event that the Appellant as and when called upon by the Respondent, does not co-operate or execute conveyance in respect of the said land bearing Plot 44 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road in favour of the Respondent, this Decree shall act as a Conveyance in favour of the Respondent in respect thereof and the Respondent shall be entitled to apply for and obtain order from the Competent Court for appointment of Court Officer to execute and register Conveyance in respect thereof on behalf of the Appellant in favour of the Respondent and/or shall be entitled to execute the said Conveyance for and on behalf of the Appellant as agreed hereunder at or for the consideration of Rs.20,00,000/-, which amount of Rs.20,00,000/- shall be kept in escrow Account and released by the escrow agent as more particularly stated in clause 7.7 hereinbefore.

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7.10 The Appellant undertakes and confirms that it has paid the outstanding dues towards the Dahanu Nagarpalika and Talati Dahanu Road dues with respect to the Suit Property and that no amount is due and payable towards the same.

7.11 The Appellant hereby undertakes that its title to the said Suit Property is free and without any encumbrances. The Appellant further undertakes that it is entitled to sell, transfer, alienate the said Suit Property there is no impediment/bar either in fact or in law operating against the Appellant whereby the Appellant is in any manner restrained from dealing with or disposing off the Suit Property.

7.12 The Appellant undertakes and represents that it is the sole and absolute and legal and beneficial owner of the Suit Property and is absolutely and well and sufficiently and exclusively entitled to sell the same and to all rights, benefits and privileges thereto and to all incidental rights thereto and to exclusive right to unencumbered ownership, possession, use, enjoyment



and occupation of the Suit Property and no other person or persons have any right, title, interest, claim or demand of any nature whatsoever upon the same. Further the Appellant has not created nor is aware of any encumbrance on the Suit Property which would in anyway affect the Respondent's right, title, interest, claim, ownership, possession, use, enjoyment and occupation of the Suit Property.

7.13 The Appellant undertakes and states that it is in possession of all the original title deeds and documents in respect of the Suit Property;

7.14 The Appellant undertakes and states that prior to the execution of these presents it has not accepted any deposit, earnest money or token money and has not concluded any negotiations and /or entered into any binding Memorandum of Understanding or Agreement or Deed or any oral or written arrangement or agreement or understanding with any person with respect to the Suit Property;



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7.15 The Appellant undertakes that notwithstanding any act, deed, matter or thing whatsoever done, committed or omitted by the Appellant or any person or persons lawfully or equitably claiming by, from, through, or in trust for the Appellant, made, done, committed, omitted or knowingly or willingly suffered to the contrary, the Appellant has in itself all rights, full power and absolute authority to sell and transfer the Suit Property and all its rights, title and interest therein to and in favour of the Respondent absolutely;

7.16 The Appellant undertakes and states that neither the Appellant nor anyone by or on its behalf has caused or created any tenancy, license, lease, charge, interest, lien, encumbrance, claim, mortgage (either by deposit of title deeds or equitable mortgage or otherwise) or any kind of third party rights or otherwise in, on and over the Suit Property or any part thereof or given by way of security or guarantee the Suit Property to any person, bank or financial institution and no other person or party has any right, title or interest, claim or

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demand in to or upon the same either by way of mortgage, gift, trust, inheritance, lease, license, tenancy or otherwise and that the Suit Property is free from all encumbrances, claims and demands of any nature whatsoever.

7.17 The Appellant undertakes and states that no loans and/or advances have been obtained from any person or persons, banks, financial institutions or any other third party by pledging and /or charging and/or mortgaging and / or otherwise encumbering the Suit Property against collateral security thereof.

7.18 The Appellant undertakes that it has not agreed to sell or transfer the Suit Property to any third person and, or, has not sold, transferred and conveyed the Suit Property and/or created any third party interest or right over the Suit Property;

7.19 The Appellant undertakes and states that it has not received any notice for acquisition or requisition of the Suit Property nor is there any *lispendens* in respect of the Suit Property and that the Suit Property is not a

subject matter of any litigation, legal / quasi legal proceedings or disputes or disagreements and is not affected by any notice or order of requisition, acquisition or injunction or attachment by taxation authorities or attachment either before or after judgment or attachment in execution of any order or decree and there is no pending dispute and, or, pending litigation of any kind whatsoever in respect of the Suit Property;

7.20 The Appellant undertakes and states that there are no prohibitory orders or any attachment orders or orders of any kind or otherwise any liabilities in respect of the Suit Property or any part thereof, affecting the Suit Property or whereby the rights of the Appellant to sell and transfer the Suit Property are in anyway affected and/or jeopardized or whereby once the Suit Property is transferred the Respondent's right, title interest and enjoyment there to is affected in any way;

7.21 The Appellant undertakes and states that at no point of time have any notices from any Statutory/

Judicial/Quasi-Judicial authorities been received by the Appellant of any nature whatsoever in connection with the Suit Property or any part thereof and with regard to the transfer of the Suit Property and affect the transfer of the Suit Property;

7.22 The Appellant undertakes and states that there are no notices received and no proceedings contemplated or initiated or pending or being continued against the Suit Property or the Appellant under the Income Tax Act, 1961 or the rules framed therein or Goods and Services Tax or the erstwhile service tax or wealth tax and there are no tax dues or other sums pending or payable by the Appellant under the Income Tax Act, 1961 or Goods and Services Tax or the erstwhile service tax or wealth tax with respect to or affecting or which are likely to affect the Suit Property and the vesting of title in respect of the Suit Property in the Respondent or whereby the rights of the Appellant to deal with the Suit Property is in any way affected and/or jeopardized;

- 7.23 The Appellant undertakes and states that no notice, letter or correspondence has been received from any authority including without limitation the Collector of Stamps, the registration authorities, etc. in respect of any of the title documents in respect of the Suit Property not being duly stamped and registered and/or in respect of any claims, arrears, demands, etc. towards transfer fees and/or stamp duty and/or registration charges in respect of any documents and, or, title documents in respect of the Suit Property.
- 7.24 The Appellant undertakes and states that it has never received any claims and/or objections in respect to its title in/to the Suit Property nor is the Appellant aware of any threatened and, or, potential claims in respect to the title to the Suit Property;
- 7.25 The Appellant undertakes and states that no permission, consent or sanction of the government or any authority is required for the sale and transfer by the Appellant of the Suit Property to the Respondent;



7.26 the Appellant undertakes and states that there are no insolvency or bankruptcy or liquidation proceedings contemplated, threatened, initiated or pending against the Appellant and the Appellant has not received any notice of the same, and the Appellant is not declared bankrupt or insolvent, , nor any Corporate Insolvency Resolution Process (CIRP) initiated against the Appellant;

7.27 It is agreed by and between the parties that an amount of Rs. 26,03,000/- was deposited by the Respondent with the Civil Judge Senior Division in compliance of the Impugned Order. Further, an amount of Rs. 15,00,000/- was deposited by the Appellant with Civil Judge Senior Division pursuant to directions issued by this Hon'ble Court vide the order dated 17th February, 2015.

7.28 Upon execution and registration of the Conveyance Deed, both Parties will be entitled to apply for refund of the respective amount/s deposited by them with Civil Judge Senior Division, Palghar as aforesaid

alongwith the interest accrued thereon. The Ld. Civil Judge Senior Division, Palghar, after being satisfied with respect to the fact of execution and registration of the Conveyance Deed with respect to the Suit Property in favour of the Respondent, shall refund the amount of Rs.15,00,000/- deposited by the Appellant, unto the Appellant alongwith accrued interest thereon and the said amount of Rs.26,03,000/- deposited by the Respondent unto the Respondent alongwith accrued interest thereon.

- 7.29 The Appellant undertakes that there are no amounts due and payable by the Appellants with respect to the said Suit Property to any third party, Statutory Authorities, Government Authority and including the Dahanu Nagarpalika and Talati Dahanu Road. The Appellant further undertakes that incase it is revealed that any such amount was due and payable by the Appellant and if the said amount relates to a period prior to the filing of the present Consent terms and the same was not paid, the Respondent is at liberty to pay

this amount and recover the same from the Appellant.

The Appellant hereby undertakes that upon a demand being made by the Respondent for recovery of the amount as mentioned in the present clause is concerned, it shall forthwith, on demand, make payment of the same to the Respondent.

7.30 All Parties, including the Registration Authorities and Revenue Authorities shall act on the basis of the present Consent Terms and register the Conveyance/s Power of Attorney and shall transfer and mutate the Suit Property in favour of the Respondent herein upon payment by them to the Appellant in the manner as aforesaid. The Parties agree and accept the terms set out in this Consent Terms are in full and final settlement of any and all claims, demands, costs, expenses or rights of action against each other under law, statute or otherwise, arising, in connection with the Impugned Order and the captioned appeal and the Parties agree that they will not raise any dispute

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regarding the same except where the same is in violation of these consent terms.

7.31 Only upon execution and registration of the Conveyance Deed in accordance with the terms of the present Consent Terms, the Judgment and Decree dated 21st December, 2013 passed by Civil Judge Senior Division, Palghar as modified hereunder shall stand satisfied. Notwithstanding anything stated at Clause 7.30 or elsewhere in these Consent Terms on failure on the part of the Appellant to execute and register deed of conveyance as agreed in this Consent Terms, the Decree passed in Special Civil Suit No. 149 of 2006 shall stand revived and the Respondent shall be entitled to get the Suit Property transferred in its name in accordance with the Impugned Decree dated 21st December, 2013.

7.32 The Decree may be passed in terms of these Consent Terms.

7.33 The terms contained herein shall be binding upon the Parties, their Successors, heirs, executors,

administrators, agents, partners, further partners,
employees, affiliates, successors and assignees etc.

7.34 By consent of Parties, the order dated 17th February,
2015 passed by this Hon'ble Court stands vacated.

8. The present Appeal and Interim Application, if any stand
disposed off as per these Consent Terms.
9. No order as to cost.
10. Liberty to apply

Dated this 31st day of March, 2023

For Bee Electronic Machines Ltd.

AK Bhargava

Director

Appellant

[Signature]
31/23

JATISH PANDYA

Advocates for the Appellant



For K. Rohit Gunders
[Signature]
Partner

Respondent

DEEPAK L. GANDHI

[Signature]
31/3/23

SANJAY UDESHI

Advocates for the Respondent



Annexure - A.

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DEED OF CONVEYANCE

This **Deed of Conveyance** ("Deed") made at Dahanu this ____ day of April, 2023.

BETWEEN

Bee Electronics Machines Ltd., a company incorporated under the Companies Act, 1956 and having its office at 266, Dr. Annie Besant Road, Mumbai -400 025 through its duly Authorised Director Mrs. Abhilasha Bhargava Phalorh, hereinafter referred to as the "**Vendor**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest, nominees, executors, administrators and assigns) of the **ONE PART**;

AND

M/s. K. Rohit Grinders, a Partnership Firm registered under the Indian Partnership Act, 1932 and having its office at Dahanu, Taluka-Dahanu, Dist-Palghar represented by its Partners (1) **MR. DEEPAK L. GANDHI**, (2) **MR. YOMESH L. GANDHI** AND (3) **MRS. MEENA Y. GANDHI** hereinafter referred to as the "**Purchasers**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner constituting the said firm and the partners from time to time and survivor or survivors of each of them and heirs, executors, administrators and assigns of the last surviving partner) of the **OTHER PART**.

The Vendor and the Purchasers are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS:

- A. The Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to Plot No. 40 in Raghunath Industrial Estate, Village Vadkun, Dahanu Road in District Palghar and an Industrial Unit housed in a factory building (R.C.C. Construction) constructed on Plot No. 40 in Raghunath Industrial Estate, Village Vadkun, Dahanu Road in District Palghar on land bearing Plot No. 40., the industrial unit alongwith land bearing Plot No. 40 is more particularly described

in the **FIRST SCHEDULE** hereunder written and are hereinafter referred to as "**the said Industrial Plot**".

- B. The Vendor is also seized and possessed of or otherwise well and sufficiently entitled to vacant non-agricultural pieces of land bearing Plot Nos. 41, 42, 43, and 44 situate in the said Raghunath Industrial Estate at Village Vadkun, Dahanu Road which are more particularly described in the **SECOND SCHEDULE** hereunder written and are hereinafter referred to as "**the said Plot Nos. 41-44**".
- C. The said Industrial Plot and the said land bearing Plot Nos. 41-44 which are more particularly described in the **FIRST** and the **SECOND SCHEDULE** hereunder written are hereinafter collectively referred to as "**the said Property**".
- D. Pursuant to an Agreement for Sale dated 22nd April, 1999 entered into between the Purchasers and the Vendor (hereinafter referred to as "**the said Agreement**"), the Vendor had agreed to sell and the Purchasers have agreed to purchase the said Property at and for the price as mentioned in the said Agreement.
- E. However, disputes arose between the Vendor and the Purchasers with respect to performance of obligations under the said Agreement and therefore, the Purchasers filed a suit being Special Civil Suit No. 149 of 2006 before the Learned Civil Judge Senior Division at Palghar (hereinafter referred to as "**the said Suit**") inter alia seeking specific performance of the said Agreement.
- F. The said Suit was decreed in favour of the Purchasers by an order and decree dated 21st December, 2013 passed by the Learned Civil Judge Senior Division at Palghar (hereinafter referred to as "**the said Impugned Order**"). By the said Impugned Order, the Purchasers were directed to make payment of an amount of Rs. 26,03,000/- to the Vendor within a period of three months from the date of the said Impugned Order and in case of failure on the part of the Vendor to accept this amount, the Purchasers were directed to deposit the same with the Civil Judge Senior Division, Palghar. This amount was offered by the Purchasers to the Vendor, however the Vendor did not accept the same and therefore, the Purchasers in

compliance of the Impugned Order, deposited the same with the Civil Judge Senior Division, Palghar on 27-03-2014 vide Receipt No. 54 and Book Serial No. 166.

- G. Being aggrieved by the said Impugned Order the Vendor filed a First Appeal No. 415 of 2014 before the Hon'ble High Court of Judicature at Bombay (hereinafter referred to as "**Appeal**") challenging the legality and validity of the said Impugned Order. In addition to the Appeal, the Vendor also filed a Civil Application being Civil Application No. 1328 of 2014 (hereinafter referred to as "**Civil Application**") *inter alia* seeking a stay against the execution, implementation and operation of the Impugned Order.
- H. By an order dated 17th February, 2015 passed in the Civil Application, the Hon'ble High Court of Judicature at Bombay stayed the operation of the Impugned Order subject to the Vendor depositing an amount of Rs. 15,00,000/- with the Civil Judge Senior Division, Palghar. The Vendor deposited this amount as directed *vide* the order dated 17th February, 2015 and accordingly, the operation of the Impugned Order was stayed by the Hon'ble High Court of Judicature at Bombay pending the hearing and final disposal of the captioned Appeal.
- I. In the meanwhile, considering the delay in the matter and with a view to put an end to the disputes ensuing between the parties which were subject matter of the Appeal, the Parties met each other in order to explore the possibility of a settlement. Pursuant to meetings between the Parties, the Parties have, pending the hearing and final disposal the Appeal settled all disputes forming the subject matter of the appeal. The Parties have accordingly filed consent terms being Consent Terms dated _____ in the Appeal pending before the High Court of Judicature at Bombay (hereinafter referred to as "**the said Consent Terms**") and a copy whereof is annexed to the present Deed as **Annexure "1"**.
- J. As per the said Consent Terms, the Vendor has transferred all its right, title and interest in the said Property to the Purchasers for a total consideration of Rs. 1,55,00,007/- (hereinafter referred to as "**Total Consideration Amount**") which amount is to be paid by the Purchasers to the Vendor in the manner as more particularly stated in the said Consent Terms. As per the

said Consent Terms, the Vendor has undertaken to execute a conveyance deed whereby the said Property are conveyed by the Vendor to the Purchasers. The present Deed is executed between the Parties in compliance of the said Consent Terms. Parties herein confirm and state that the said Consent Terms be treated as a part and parcel of the present Deed and the terms thereof be deemed to have been incorporated in the present Deed.

- K. The Parties are aware that the distinctive plot numbers of the said Property in the Government records have changed. The revised plot numbers of the Said Property are as under:-

Original Number	Revised Number	Area of the plot
Plot 40 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road	214/2	1764 Sq. Mtr.
Plot 41 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road	214/3	1240 Sq. Mtr.
Plot 42 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road	214/4	1336 Sq. Mtr.
Plot 43 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road	214/47	1644 Sq. Mtr.
Plot 44 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road	New number yet not given	1888 Sq. Mtr.

In so far as land bearing Plot 44 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road is concerned, no new distinctive number with respect to the same has been recorded in the revenue records. In the circumstances, the Purchasers have made an application to Tehsildar in Dahanu on 13-07-2022 for correction of

7/12 abstract for Plot no. 44. Tehsildar on 11/03/2023 verbally has informed the representatives of the Purchasers that because of mistake in revenue records the 7/12 abstract of Plot No 44 is missing in the revenue records and they will correct it in due course of time.

- L. In view of the above the present Conveyance Deed is made with respect to the land bearing Plot No. 40 to 43 in Raghunath Industrial Estate, Village Vadkun, Dahanu Road in District Palghar with an Industrial Unit housed in a factory building (R.C.C. Construction) constructed on Plot No. 40 in Raghunath Industrial Estate, Village Vadkun, Dahanu Road in District Palghar on Plot No. 40, the industrial unit alongwith Plot Nos. 40 to 43 are more particularly described in the **THIRDSCHEDULE** hereunder written and are hereinafter referred to as "**the said Plots**".
- M. As far as land bearing Plot No. 44 is concerned, separate Conveyance Deed is executed between the parties herein. The consideration with respect to the said Plot No. 44 as fixed between the parties herein is Rs.20,00,000/-. Accordingly out of the said amount of Rs.1,55,00,007/- an amount of Rs.20,00,000/- shall be allocated as consideration in respect of said land bearing Plot 44 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road and the balance amount is with respect to the said land bearing Plot Nos. 40 to 43 as described in the Third Schedule hereunder written.
- N. The Parties agree that for ease of reference and for the purpose of identifying the said Property, the Parties have annexed hereto at **Annexure "2"** the plan as obtained from the government records and the Said Property being Plot Nos. 40 to 44 is delineated on the plan in red colour boundary line.
- O. It is agreed between the Parties herein that if in future the revised distinctive plot numbers or the distinctive plot number/s of the Suit property changes again, then, in that case, the Purchasers shall be at liberty/shall have a right to prepare and execute correction deed or rectification deed before the concerned authority / in the government records without requiring the signature of the Vendor therein and further register the said deed before the Sub-Registrar of Assurances.

P. The Vendor doth hereby represents, covenants and warrants to the Purchasers that:

- i) the statements made and undertakings given by it in the said Consent Terms are true and correct and that the same be treated as a part and parcel of the present Deed;
- ii) It is the sole and absolute and legal and beneficial owner of the said Plots and is absolutely and well and sufficiently and exclusively entitled to sell the same and to all rights, benefits and privileges thereto and to all incidental rights thereto and to exclusive right to unencumbered ownership, possession, use, enjoyment and occupation of the said Plots and no other person or persons have any right, title, interest, claim or demand of any nature whatsoever upon the same. Further the Vendor has not created nor is aware of any encumbrance on the Suit Property which would in any way affect the Purchasers' right, title, interest, claim, ownership, possession, use, enjoyment and occupation of the Plots;
- iii) It is in possession of all the original title deeds and documents in respect of the said Plots;
- iv) prior to the execution of these presents it has not accepted any deposit, earnest money or token money and has not concluded any negotiations and /or entered into any binding Memorandum of Understanding or Agreement or Deed any oral or written arrangement or agreement or understanding with any person with respect to the said Plots;
- v) notwithstanding any act, deed, matter or thing whatsoever done, committed or omitted by the Vendor or any person or persons lawfully or equitably claiming by, from, through, or in trust for the Vendor, made, done, committed, omitted or knowingly or willingly suffered to the contrary, the Vendor has in itself all rights, full power and absolute authority to sell and transfer the said Plots and all its right, title and interest therein to and in favour of the Purchasers absolutely;

- vi) neither the Vendor nor anyone by or on its behalf have caused or created any tenancy, license, lease, charge, interest, lien, encumbrance, claim, mortgage (either by deposit of title deeds or equitable mortgage or otherwise) or any kind of third party rights or otherwise in, on and over the said Plots or any part thereof or given by way of security or guarantee of the said Plots to any person, bank or financial institution and no other person or party has any right, title or interest, claim or demand in to or upon the same either by way of mortgage, gift, trust, inheritance, lease, license, tenancy or otherwise and that the said Plots are free from all encumbrances, claims and demands of any nature whatsoever;
- vii) no loans and/or advances have been obtained from any person or persons, banks, financial institutions or any other third party by pledging and /or charging and/or mortgaging and / or otherwise encumbering the said Plots against collateral security thereof;
- viii) It has not agreed to sell or transfer the said Plots to any third person and, or has not sold, transferred and conveyed the said Plots and/or created any third party interest or right over the Plots;
- ix) It has not received any notice for acquisition or requisition of the said Plots nor is there any lis pendens in respect of the said Plots and that the said Plots are not a subject matter of any litigation, legal / quasi legal proceedings or disputes or disagreements and are not affected by any notice or order of requisition, acquisition or injunction or attachment by taxation authorities or attachment either before or after judgment or attachment in execution of any order or decree and there is no pending dispute and, or pending litigation of any kind whatsoever in respect of the said Plots;
- x) there are no prohibitory orders or any attachment orders or orders of any kind or otherwise any liabilities in respect of the said Plots or any part thereof, affecting the said Plots or whereby the rights of the Vendor to sell and transfer the said Plots are in anyway affected and/or jeopardized or whereby once the Suit Property is

transferred the Respondent's right, title interest and enjoyment there to is affected in any way;

- xi) at no point of time have any notices from any Statutory/Judicial/Quasi-Judicial authorities been received by the Vendor of any nature whatsoever in connection with the said Plots or any part thereof and with regard to the transfer of the said Plots and affect the transfer of the said Plots;
- xii) that there are no notices received and no proceedings contemplated or initiated or pending or being continued against the said Plots or the Vendor under the Income Tax Act, 1961 or the rules framed therein or Goods and Services Tax or the erstwhile service tax or wealth tax and there are no tax dues or other sums pending or payable by the Vendors under the Income Tax Act, 1961 or Goods and Services Tax or the erstwhile service tax or wealth tax with respect to or affecting or which are likely to affect the said Plots and the vesting of title in respect of the said Plots in the Purchasers or whereby the rights of the Vendor to deal with the said Plots is in any way affected and/or jeopardized;
- xiii) no notice, letter or correspondence has been received from any authority including without limitation the Collector of Stamps, the registration authorities, etc. in respect of any of the title documents in respect of the said Plots not being duly stamped and registered and/or in respect of any claims, arrears, demands, etc. towards stamp duty and/or registration charges in respect of any of the documents and, or, title documents in respect of the said Plots.
- xiv) It has not received any claims and/or objections in respect to its title in/to the said Plots nor is the Appellant aware of any threatened and, or, potential claims in respect to the title to the Suit Property;;
- xv) no permission, consent or sanction of the government or any authority is required for the sale and transfer by the Vendor of the said Plots to the Purchasers;

xvi) there are no insolvency or bankruptcy or liquidation proceedings contemplated, threatened, initiated or pending against the Vendor and the Appellant has not received any notice of the same, and the Vendor is not declared bankrupt or insolvent, nor any Corporate Insolvency Resolution Process (CIRP) initiated against the Vendor;

xvii) It hereby indemnifies and keeps indemnified the Purchasers against and from, any and all demands, losses, costs, fines and expenses arising out of, in connection with, resulting from or based on allegations of a breach or alleged breach of any of the representations made or undertakings given by the Vendor in the said Consent Terms or any of the representations made or undertaking given by the Vendor in the present Deed;

Q. Accordingly, the Vendor hereby executes the present Deed in compliance of its obligations under the said Consent Terms for the purpose of conveying the said Plots to the Purchasers on the terms and conditions contained herein.

NOW THIS DEED OF CONVEYANCE WITNESSETH THAT The recitals mentioned hereinabove form an integral and operative part of this Deed as if the same have been incorporated herein verbatim and to be construed and interpreted accordingly.

AND THAT In consideration of the sale, transfer and assignment of the said Plots, the Purchasers have paid an aggregate amount of Rs.1,35,00,007/- (Rupees One Crore Thirty Five Lakhs and Seven Only) ("**Consideration**") as full and final payment in the following manner:

- i. A sum of Rs 3,00,000/- has been paid by the Purchaser to the Vendors on 22nd April, 1999 vide Bankers Cheque No. 378584 issued by the Central Bank of India, Mumbai Main Branch in accordance with the terms of the said Agreement and is admitted by the Vendor;
- ii. A sum of Rs 95,767/- (Rupees Ninety Five Thousand Seven Hundred and Sixty Seven Only) being the amount of MSEB Dues, Municipal Corporation Dues and Land Revenue Tax with respect to the said Plot which has already been paid by the

Purchasers to the concerned authorities which fact the Vendor hereby acknowledge;

- iii. The sum of Rs.1,55,001/- being the Tax Deducted at Source (TDS) to be deducted by the Purchasers in accordance with the provisions of the Income Tax Act, 1961 and which amount shall be deposited by the Purchaser with the Income Tax Authorities within the prescribed time period as stipulated in the Income Tax Act and Rules framed thereunder;
- iv. The amount of Rs.1,29,49,239/- paid by the Purchasers to the Vendor vide a bearing No. _____ dated _____ drawn on _____ Branch simultaneously upon execution of this Deed (the receipt and payment whereof the Vendor doth hereby admits and acknowledges and of and from the same and every part thereof does hereby forever acquit, release and discharge the Purchaser)

payable by the Purchasers to the Vendors towards the said Plots **AND** the Parties agree that the entire Consideration is not dependent on the area of the said Plots and any increase or decrease in the actual area of the said Plots shall not affect the same,

AND THAT the Vendors have hereby sold, transferred, assigned, granted and conveyed unto the Purchasers by way of sale, free from any encumbrances and reasonable doubts, the said Plots more particularly described in the **THIRD SCHEDULE** hereunder written absolutely and forever together with all and singular, the structures, fencing, compound walls, edifices, buildings, courtyards, areas, compounds, sewers, drains, trees, plants, shrubs, ways, paths, passages, common gullies, wells, waters, water courses, lights, profits, advantages, rights, members, easements, liberties, privileges and appurtenances whatsoever to the said Plots belonging or any way appertaining or usually held or occupied therewith or reputed to belong or be appurtenant thereto free from any encumbrances whatsoever,

AND ALL the estate, right, title, claim, interest, possession, benefit, demand and advantages whatsoever at law or in equity of the Vendor in the said Plots hereby conveyed and every part thereof **AND TOGETHER WITH** all the original deeds, documents, writings, vouchers, extracts, permissions and any other writing relating to the said Plots and other evidences of title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever at law

and in equity of the Vendor into or of or upon the said Plots or any part thereof, **TO HAVE AND TO HOLD** all and singular the said Plots hereby granted, conveyed, sold, assigned, transferred and assured or intended or expressed so to be with its and every of its rights members and appurtenances, **UNTO AND TO THE USE** and benefit of the Purchasers, its successors and assigns absolutely and forever **SUBJECT TO** the payment of all rents, rates, assessments, taxes and dues now chargeable upon the same or hereafter to become payable to the Government or to the Municipal Corporation or any other public body or local authority, the dues for the period upto the date of these presents have already been paid by the Vendors **AND** the water and electricity connections, if any, pertaining to the said Plots shall stand transferred in the name of the Purchasers.

AND THAT the Vendor doth and hereby for itself and its successors and assigns covenant with the Purchasers **THAT** notwithstanding any act, deed, matter or thing whatsoever by the Vendor or its predecessors in title or any person or persons lawfully or equitably claiming by from, through, under, or in trust for it, made done, committed, omitted or knowingly or willingly suffered to the contrary the Vendor has in itself good right, full power and absolute authority to grant, convey, transfer and assure the said Plots hereby granted, conveyed, transferred and assured or intended unto the Purchasers by way of sale and that the Purchasers may at all times hereafter own, hold, occupy, possess and enjoy the said Plots conveyed as their own,

AND THAT it shall be lawful for the Purchasers from time to time and at all times hereafter peaceably and quietly to hold, occupy, possess and enjoy the said Plots hereby granted, conveyed, transferred and assured with its appurtenances and receive the rents, issues and profits thereof and of every part thereof to and for its own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or its successors or assigns or any of them from or by any person lawfully or equitably claiming or to claim by from under or in trust for it,

AND THAT the Purchasers are freely clearly and absolutely acquitted, exonerated, released and forever discharged from or otherwise by the Vendor well and sufficiently saved, defended, kept harmless and indemnified from and against all former and other estates, title charges and encumbrances whatsoever either already or to be hereafter had made executed occasioned or suffered by the Vendor or by any other

person or persons lawfully or equitably claiming from, under or in trust for the Vendor,

AND FURTHER THAT they the Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said Plots, hereby granted, conveyed, transferred and assured or any part thereof by, from, under or in trust for them the Vendor or its successors or assigns or any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, matters and things conveyances and assurances in law whatsoever for the better further and more perfectly and absolutely granting unto and to the use of the Purchasers in the manner aforesaid as shall or may be reasonably required by the Purchasers or their successors or assigns or nominees or their Counsel in law for assuring the said Plots and every part thereof hereby granted, conveyed, transferred and assured unto and to the use of the Purchasers in manner aforesaid,

AND THAT the transfer fee, stamp duty and registration charges incidental to this Deed shall be paid by the Purchasers exclusively.

AND FURTHER THAT that the terms of this Deed are to be read harmoniously with the Agreement for Sale dated 22nd April, 1999 and the said Consent Terms dated _____ of March, 2023 AND in the event of any conflict between the terms of this Deed and the said Agreement and the said Consent terms, the terms of Consent terms will prevail.

THE FIRST SCHEDULE ABOVE REFERRED TO

[PLOT NO. 40, AND FACTORY BUILDING ON PLOT NO. 40]

ALL THAT piece or parcel of non-agricultural land bearing Plot No. 40 bearing New No. 214/2 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1764 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun together with the Factory Building on the said Plot.

THE SECOND SCHEDULE ABOVE REFERRED TO
[PLOT NOS. 41-44]

ALL THAT piece or parcel of vacant non-agricultural land bearing Plot No. 41 bearing New No. 214/3 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1240 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun.

ALL THAT piece or parcel of vacant non-agricultural land bearing Plot No. 42 bearing New No. 214/4 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1336 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun.

ALL THAT piece or parcel of vacant non-agricultural land bearing Plot No. 43 bearing New No. 214/47 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1644 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun.

ALL THAT piece or parcel of vacant non-agricultural land bearing Plot No. 44 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1888 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun.

THE THIRD SCHEDULE ABOVE REFERRED TO
[PLOT NO. 40, AND FACTORY BUILDING ON PLOT NO. 40]
AND PLOT NOS. 41-43]

ALL THAT piece or parcel of non-agricultural land bearing Plot No. 40 bearing New No. 214/2 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1764 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun together with the Factory Building on the said Plot.

ALL THAT piece or parcel of vacant non-agricultural land bearing Plot No. 41 bearing New No. 214/3 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1240

square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun.

ALL THAT piece or parcel of vacant non-agricultural land bearing Plot No. 42 bearing New No. 214/4 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1336 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun.

ALL THAT piece or parcel of vacant non-agricultural land bearing Plot No. 43 bearing New No. 214/47 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1644 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun.

IN WITNESS WHEREOF, the Parties have hereunto set and subscribed their respective hands and seals, the day and year first hereinabove written.

SIGNED AND DELIVERED)
 by the withinnamed "**Vendor**")
 Bee Electronics Machines Ltd)
 through its duly Authorised Director)
 Mr. _____)
 and by Board Resolution dated)
 in the presence of ...)

SIGNED AND DELIVERED)
 by the withinnamed "**Purchaser**")
 M/s. K. Rohit Grinders.)
 through its Partners)
 (1) Mr. DEEPAK L. GANDHI)
 (2) MR. YOMESH L. GANDHI)
 (3) MRS. MEENA Y. GANDHI)
 in the presence of ...)

RECEIPT

RECEIVED of and from the withinnamed Purchasers the entire consideration amount of Rs. 1,35,00,007/- (Rupees One Crore Thirty Five Lakhs and Seven Only) in the following manner.

- 1) A sum of Rs 3,00,000/- has been paid by the Purchaser to the Vendors on 22nd April, 1999 vide Bankers Cheque No. 378584 issued by Central Bank of India, Mumbai Main Branch in accordance with the terms of the said Agreement and is admitted by the Vendor.
- 2) A sum of Rs 95,767/- (Rupees Ninety Five Thousand Seven Hundred and Sixty Seven Only) being the amount of MSEB Dues, Municipal Corporation Dues and Land Revenue Tax with respect to the said Plots which is already paid by the Purchasers to the concerned authorities which fact the Vendor hereby acknowledge.
- 3) The sum of Rs.1,55,001/- being the Tax Deducted at Source (TDS) to be deducted by the Purchasers in accordance with the provisions of the Income Tax Act, 1961 and which amount shall be deposited by them with the Income Tax Authorities within the time as stipulated in the Income Tax Act and Rules framed thereunder.
- 4) The balance amount of Rs.1,29,49,239/- paid by the Purchasers to the Vendor vide a _____ bearing No. _____ dated _____ drawn on _____ Branch simultaneously upon execution of this Deed.

We say received:

Witnesses:

Annexure 1

[Copy of the Consent Terms]

Annexure 2
(Map of the said Property)

Annexure-A-1

AMB QMG A-1 4.3

DEED OF CONVEYANCE

This Deed of Conveyance ("Deed") made at Dahanu, this ____ day of April, 2023

BETWEEN

Bee Electronics Machines Ltd., a company incorporated under the Companies Act, 1956 and having its office at 266, Dr. Annie Besant Road, Mumbai -400 025 through its duly Authorised Director Mrs. Abhilasha Bhargava Phalorh, hereinafter referred to as the "**Vendor**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest, nominees, executors, administrators and assigns) of the **ONE PART**;

AND

M/s. K. Rohit Grinders, a Partnership Firm registered under the Indian Partnership Act, 1932 and having its office at Dahanu, Taluka- Dahanu, Dist-Palghar represented by its Partners (1) **MR. DEEPAK L. GANDHI**, (2) **MR. YOMESH L. GANDHI** AND (3) **MRS. MEENA Y. GANDHI**, hereinafter referred to as the "**Purchasers**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner constituting the said firm and the partners from time to time and survivor or survivors of each of them and heirs, executors, administrators and assigns of the last surviving partner) of the **OTHER PART**.

The Vendor and the Purchasers are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS:

- A. The Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to land bearing Plot No. 40 in Raghunath Industrial Estate, Village Vadkun, Dahanu Road in District Palghar and an Industrial Unit housed in a factory building (R.C.C. Construction) constructed on Plot No. 40 in Raghunath Industrial Estate, Village Vadkun, Dahanu Road in District Palghar on land bearing Plot No. 40., the industrial unit alongwith land bearing Plot No. 40 is more particularly described

in the **FIRST SCHEDULE** hereunder written and are hereinafter referred to as "**the said Industrial Plot**".

- B. The Vendor is also seized and possessed of or otherwise well and sufficiently entitled to vacant non-agricultural pieces of land bearing Plot Nos. 41, 42, 43, and 44 situate in the said Raghunath Industrial Estate at Village Vadkun, Dahanu Road which are more particularly described in the **SECOND SCHEDULE** hereunder written and are hereinafter referred to as "**the said Plot Nos. 41-44**".
- C. The said Industrial Plot and the said land bearing Plot Nos. 41-44 which are more particularly described in the **FIRST** and the **SECOND SCHEDULE** hereunder written are hereinafter collectively referred to as "**the said Property**".
- D. Pursuant to an Agreement for Sale dated 22nd April, 1999 entered into between the Purchasers and the Vendor (hereinafter referred to as "**the said Agreement**"), the Vendor had agreed to sell and the Purchasers have agreed to purchase the said Property at and for the price as mentioned in the said Agreement.
- E. However, disputes arose between the Vendor and the Purchasers with respect to performance of obligations under the said Agreement and therefore, the Purchasers filed a suit being Special Civil Suit No. 149 of 2006 before the Learned Civil Judge Senior Division at Palghar (hereinafter referred to as "**the said Suit**") *inter alia* seeking specific performance of the said Agreement.
- F. The said Suit was decreed in favour of the Purchasers by an order and decree dated 21st December, 2013 passed by the Learned Civil Judge Senior Division at Palghar (hereinafter referred to as "**the said Impugned Order**"). By the said Impugned Order, the Purchasers were directed to make payment of an amount of Rs. 26,03,000/- to the Vendor within a period of three months from the date of the said Impugned Order and in case of failure on the part of the Vendor to accept this amount, the Purchasers were directed to deposit the same with the Civil Judge Senior Division, Palghar. This amount was offered by the Purchasers to the Vendor, however the Vendor did not accept the same and therefore, the Purchasers in

compliance of the Impugned Order, deposited the same with the Civil Judge Senior Division, Palghar on 27-03-2014 vide Receipt No. 54 and Book Serial No. 166.

- G. Being aggrieved by the said Impugned Order the Vendor filed a First Appeal No. 415 of 2014 before the Hon'ble High Court of Judicature at Bombay (hereinafter referred to as "**Appeal**") challenging the legality and validity of the said Impugned Order. In addition to the Appeal, the Vendor also filed a Civil Application being Civil Application No. 1328 of 2014 (hereinafter referred to as "**Civil Application**") *inter alia* seeking a stay against the execution, implementation and operation of the Impugned Order.
- H. By an order dated 17th February, 2015 passed in the Civil Application, the Hon'ble High Court of Judicature at Bombay stayed the operation of the Impugned Order subject to the Vendor depositing an amount of Rs. 15,00,000/- with the Civil Judge Senior Division, Palghar. The Vendor deposited this amount as directed *vide* the order dated 17th February, 2015 and accordingly, the operation of the Impugned Order was stayed by the Hon'ble High Court of Judicature at Bombay pending the hearing and final disposal of the captioned Appeal.
- I. In the meanwhile, considering the delay in the matter and with a view to put an end to the disputes ensuing between the parties which were subject matter of the Appeal, the Parties met each other in order to explore the possibility of a settlement. Pursuant to meetings between the Parties, the Parties have, pending the hearing and final disposal the Appeal settled all disputes forming the subject matter of the appeal. The Parties have accordingly filed consent terms being Consent Terms dated _____ in the Appeal pending before the High Court of Judicature at Bombay (hereinafter referred to as "**the said Consent Terms**") and a copy whereof is annexed to the present Deed as **Annexure "1"**.
- J. As per the said Consent Terms, the Vendor has transferred all its right, title and interest in the said Property to the Purchasers for a total consideration of Rs. 1,55,00,007/- (hereinafter referred to as "**Total Consideration Amount**") which amount is to be paid by the Purchasers to the Vendor in the manner as more particularly stated in the said Consent Terms. As per the

said Consent Terms, the Vendor has undertaken to execute a conveyance deed whereby the said Property are conveyed by the Vendor to the Purchasers. The present Deed is executed between the Parties in compliance of the said Consent Terms. Parties herein confirm and state that the said Consent Terms be treated as a part and parcel of the present Deed and the terms thereof be deemed to have been incorporated in the present Deed.

- K. The Parties are aware that the distinctive plot numbers of the said Property in the Government records have changed. The revised plot numbers of the Said Property are as under:-

Original Number	Revised Number	Area of the plot
Plot 40 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road	214/2	1764 Sq. Mtr.
Plot 41 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road	214/3	1240 Sq. Mtr.
Plot 42 S. No. , 214, Raghunath Industrial Estate, Vadkun, Dahanu Road	214/4	1336 Sq. Mtr.
Plot 43 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road	214/47	1644 Sq. Mtr.
Plot 44 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road	New number yet not given	1888 Sq. Mtr.

In so far as land bearing Plot 44 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road is concerned, no new distinctive number with respect to the same has been recorded in the revenue records. In the circumstances, the Purchasers have made an application to Tehsildar in Dahanu on 13-07-2022 for correction of 7/12 abstract for land bearing Plot no 44. Tehsildar on 11/03/2023 verbally has informed the representatives of the Purchasers that because of mistake in revenue records the 7/12 abstract of Plot No 44 is missing in the

revenue records and they will correct it in due course of time.

- L. In view of the above the present Conveyance Deed is made with respect to the land bearing Plot No.44 in Raghunath Industrial Estate, Village Vadkun, Dahanu Road in District Palghar which is more particularly described in the **THIRD SCHEDULE** hereunder written and is hereinafter referred to as "**the said Plot**".
- M. As far as land bearing Plot Nos. 40 to 43 are concerned, separate Conveyance Deed is executed between the parties herein. The consideration with respect to the said land bearing Plot No. 44 as fixed between the parties herein is Rs.20,00,000/-. Accordingly out of the said amount of Rs.1,55,00,007/- an amount of Rs.20,00,000/- shall be allocated as consideration in respect of said land bearing Plot 44 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road and the balance amount is with respect to the said land bearing Plot Nos. 40 to 43.
- N. The Parties agree that for ease of reference and for the purpose of identifying the said Property, the Parties have annexed hereto at **Annexure "2"** the plan as obtained from the government records and the Said Property being land bearing Plot Nos. 40 to 44 is delineated on the plan in red colour boundary line.
- O. It is agreed between the Parties herein that if in future the revised distinctive plot numbers or the distinctive plot number/s of the Suit property changes again, then in that case the Purchasers shall be at liberty/shall have a right to prepare and execute correction deed or rectification deed before the concerned authority / in the government records without the requiring signature of the Vendor therein and further register the said deed before the Sub-Registrar of Assurances.
- P. The Vendor doth hereby represents, covenants and warrants to the Purchasers that:
- i) the statements made and undertakings given by it in the said Consent Terms are true and correct and that the same be treated as a part and parcel of the present Deed;

- ii) It is the sole and absolute and legal and beneficial owner of the said Plot and is absolutely and well and sufficiently and exclusively entitled to sell the same and to all rights, benefits and privileges thereto and to all incidental rights thereto and to exclusive right to unencumbered ownership, possession, use, enjoyment and occupation of the said Plot and no other person or persons have any right, title, interest, claim or demand of any nature whatsoever upon the same. Further the Vendor has not created nor is aware of any encumbrance on the said Property which would in any way affect the Purchasers' right, title, interest, claim, ownership, possession, use, enjoyment and occupation of the said Plot;
- iii) It is in possession of all the original title deeds and documents in respect of the said Plot;
- iv) prior to the execution of these presents it has not accepted any deposit, earnest money or token money and has not concluded any negotiations and /or entered into any binding Memorandum of Understanding or Agreement or Deed any oral or written arrangement or agreement or understanding with any person with respect to the said Plot;
- v) notwithstanding any act, deed, matter or thing whatsoever done, committed or omitted by the Vendor or any person or persons lawfully or equitably claiming by, from, through, or in trust for the Vendor, made, done, committed, omitted or knowingly or willingly suffered to the contrary, the Vendor has in itself all rights, full power and absolute authority to sell and transfer the said Plot and all its right, title and interest therein to and in favour of the Purchasers absolutely;
- vi) neither the Vendor nor anyone by or on its behalf have caused or created any tenancy, license, lease, charge, interest, lien, encumbrance, claim, mortgage (either by deposit of title deeds or equitable mortgage or otherwise) or any kind of third party rights or otherwise in, on and over the said Plot or any part thereof or given by way of security or guarantee of the said Plot to any person, bank

or financial institution and no other person or party has any right, title or interest, claim or demand in to or upon the same either by way of mortgage, gift, trust, inheritance, lease, license, tenancy or otherwise and that the said Plot is free from all encumbrances, claims and demands of any nature whatsoever;

- vii) no loans and/or advances have been obtained from any person or persons, banks, financial institutions or any other third party by pledging and /or charge in and/or mortgaging and / or otherwise encumbering the said Plot against collateral security thereof;
- viii) It has not agreed to sell or transfer the said Plot to any third person and, or has not sold, transferred and conveyed the said Plot and/or created any third party interest or right over the Plot;
- ix) It has not received any notice for acquisition or requisition of the said Plot nor is there any lis pendens in respect of the said Plot and that the said Plot is not a subject matter of any litigation, legal / quasi legal proceedings or disputes or disagreements and are not affected by any notice or order of requisition, acquisition or injunction or attachment by taxation authorities or attachment either before or after judgment or attachment in execution of any order or decree and there is no pending dispute and, or pending litigation of any kind whatsoever in respect of the said Plot;
- x) there are no prohibitory orders or any attachment orders or orders of any kind or otherwise any liabilities in respect of the said Plot or any part thereof, affecting the said Plot or whereby the rights of the Vendor to sell and transfer the said Plot is in anyway affected and/or jeopardized or whereby once the said Property is transferred the Purchasers right, title interest and enjoyment there to is affected in any way;
- xi) at no point of time have any notices from any Statutory/ Judicial/Quasi-Judicial authorities been received by the Vendor of any nature whatsoever in connection with the said Plot or any part thereof and with regard to the

transfer of the said Plot and affect the transfer of the said Plot;

- xii) that there are no notices received and no proceedings contemplated or initiated or pending or being continued against the said Plot or the Vendor under the Income Tax Act, 1961 or the rules framed therein or Goods and Services Tax or the erstwhile service tax or wealth tax and there are no tax dues or other sums pending or payable by the Vendors under the Income Tax Act, 1961 or Goods and Services Tax or the erstwhile service tax or wealth tax with respect to or affecting or which are likely to affect the said Plot and the vesting of title in respect of the said Plot in the Purchasers or whereby the rights of the Vendor to deal with the said Plot is in any way affected and/or jeopardized;
- xiii) no notice, letter or correspondence has been received from any authority including without limitation the Collector of Stamps, the registration authorities, etc. in respect of any of the title documents in respect of the said Plot not being duly stamped and registered and/or in respect of any claims, arrears, demands, etc. towards stamp duty and/or registration charges in respect of any of the documents and, or title documents in respect of the said Plot.
- xiv) It has not received any claims and/or objections in respect to its title in/to the said Plot nor is the Vendor aware of any threatened and, or, potential claims in respect to the title to the said Property;
- xv) no permission, consent or sanction of the government or any authority is required for the sale and transfer by the Vendor of the said Plot to the Purchasers;
- xvi) there are no insolvency or bankruptcy or liquidation proceedings contemplated, threatened, initiated or pending against the Vendor and the Vendor has not received any notice of the same and the Vendor is not declared bankrupt or insolvent, nor any Corporate Insolvency Resolution Process (CIRP) initiated against the Vendor;

xvii) Vendor hereby indemnifies and keeps indemnified the Purchasers against and from, any and all demands, losses, costs, fines and expenses arising out of, in connection with, resulting from or based on allegations of a breach or alleged breach of any of the representations made or undertakings given by the Vendor in the said Consent Terms or any of the representations made or undertaking given by the Vendor in the present Deed;

Q. Accordingly, the Vendor hereby executes the present Deed in compliance of its obligations under the said Consent Terms for the purpose of conveying the said Plot to the Purchasers on the terms and conditions contained herein.

NOW THIS DEED OF CONVEYANCE WITNESSETH THAT The recitals mentioned hereinabove form an integral and operative part of this Deed as if the same have been incorporated herein verbatim and to be construed and interpreted accordingly.

AND THAT In consideration of the sale, transfer and assignment of the said Plot, the Purchasers have paid an aggregate amount of Rs.20,00,000/- (Rupees Twenty Lakhs Only) ("**Consideration**") as full and final payment in the following manner:

- i. The amount of Rs. 20,00,000/- paid by the Purchasers to the Vendor vide a bearing No. _____ dated _____ drawn on _____ Branch simultaneously upon execution of this Deed (the receipt and payment whereof the Vendor doth hereby admits and acknowledges and of and from the same and every part thereof does hereby forever acquit, release and discharge the Purchaser)

payable by the Purchasers to the Vendors towards the said Plot **AND** the Parties agree that the entire Consideration is not dependent on the area of the said Plot and any increase or decrease in the actual area of the said Plot shall not affect the same,

AND THAT the Vendor has hereby sold, transferred, assigned, granted and conveyed unto the Purchasers by way of sale, free from any encumbrances and reasonable doubts, the said Plot more particularly described in the **THIRDS CHEDULE** hereunder written absolutely and forever together with all and singular, the structures, fencing, compound walls, edifices, buildings, courtyards, areas, compounds,

sewers, drains, trees, plants, shrubs, ways, paths, passages, common gullies, wells, waters, water courses, lights, profits, advantages, rights, members, easements, liberties, privileges and appurtenances whatsoever to the said Plot belonging or any way appertaining or usually held or occupied therewith or reputed to belong or be appurtenant thereto free from any encumbrances whatsoever,

AND ALL the estate, right, title, claim, interest, possession, benefit, demand and advantages whatsoever at law or in equity of the Vendor in the said Plot hereby conveyed and every part thereof **AND TOGETHER WITH** all the original deeds, documents, writings, vouchers, extracts, permissions and any other writing relating to the said Plot and other evidences of title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever at law and in equity of the Vendor into or of or upon the said Plot or any part thereof, **TO HAVE AND TO HOLD** all and singular the said Plot hereby granted, conveyed, sold, assigned, transferred and assured or intended or expressed so to be with its and every of its rights members and appurtenances, **UNTO AND TO THE USE** and benefit of the Purchasers, its successors and assigns absolutely and forever **SUBJECT TO** the payment of all rents, rates, assessments, taxes and dues now chargeable upon the same or hereafter to become payable to the Government or to the Municipal Corporation or any other public body or local authority, the dues for the period upto the date of these presents have already been paid by the Vendors **AND** the water and electricity connections, if any, pertaining to the said Plot shall stand transferred in the name of the Purchasers.

AND THAT the Vendor doth and hereby for itself and its successors and assigns covenant with the Purchasers **THAT** notwithstanding any act, deed, matter or thing whatsoever by the Vendor or its predecessors in title or any person or persons lawfully or equitably claiming by from, through, under, or in trust for it, made done, committed, omitted or knowingly or willingly suffered to the contrary the Vendor has in itself good right, full power and absolute authority to grant, convey, transfer and assure the said Plot hereby granted, conveyed, transferred and assured or intended unto the Purchasers by way of sale and that the Purchasers may at all times hereafter own, hold, occupy, possess and enjoy the said Plot conveyed as their own,

AND THAT it shall be lawful for the Purchasers from time to time and at all times hereafter peaceably and quietly to hold, occupy, possess

and enjoy the said Plot hereby granted, conveyed, transferred and assured with its appurtenances and receive the rents, issues and profits thereof and of every part thereof to and for its own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or its successors or assigns or any of them from or by any person lawfully or equitably claiming or to claim by from under or in trust for it,

AND THAT the Purchasers are freely clearly and absolutely acquitted, exonerated, released and forever discharged from or otherwise by the Vendor well and sufficiently saved, defended, kept harmless and indemnified from and against all former and other estates, title charges and encumbrances whatsoever either already or to be hereafter had made executed occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming from, under or in trust for the Vendor,

AND FURTHER THAT they the Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said Plots, hereby granted, conveyed, transferred and assured or any part thereof by, from, under or in trust for them the Vendor or its successors or assigns or any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, matters and things conveyances and assurances in law whatsoever for the better further and more perfectly and absolutely granting unto and to the use of the Purchasers in the manner aforesaid as shall or may be reasonably required by the Purchasers or their successors or assigns or nominees or their Counsel in law for assuring the said Plot and every part thereof hereby granted, conveyed, transferred and assured unto and to the use of the Purchasers in manner aforesaid,

AND THAT the transfer fees, stamp duty and registration charges incidental to this Deed shall be paid by the Purchasers exclusively.

AND FURTHER THAT that the terms of this Deed are to be read harmoniously with the Agreement for Sale dated 22nd April, 1999 and the said Consent Terms dated ____ of March, 2023 AND in the event of any conflict between the terms of this Deed and the said Agreement and the said Consent terms will prevail.

THE FIRST SCHEDULE ABOVE REFERRED TO
[PLOT NO. 40, AND FACTORY BUILDING ON PLOT NO. 40]

ALL THAT piece or parcel of non-agricultural land bearing Plot No. 40 bearing New No. 214/2 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1764 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun together with the Factory Building on the said Plot.

THE SECOND SCHEDULE ABOVE REFERRED TO
[PLOT NOS. 41-44]

ALL THAT piece or parcel of vacant non-agricultural land bearing Plot No. 41 bearing New No. 214/3 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1240 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun.

ALL THAT piece or parcel of vacant non-agricultural land bearing Plot No. 42 bearing New No. 214/4 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1336 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun.

ALL THAT piece or parcel of vacant non-agricultural land bearing Plot No. 43 bearing New No. 214/47 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1644 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun.

ALL THAT piece or parcel of vacant non-agricultural land bearing Plot No. 44 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1888 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun.

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THE THIRD SCHEDULE ABOVE REFERRED TO

[PLOT NO. 44]

ALL THAT piece or parcel of vacant non-agricultural land bearing Plot No. 44 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1888 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun.

IN WITNESS WHEREOF, the Parties have hereunto set and subscribed their respective hands and seals, the day and year first hereinabove written.

SIGNED AND DELIVERED

by the withinnamed "Vendor")
Bee Electronics Machines Ltd)
through its duly Authorised Director)
Mrs Abhilasha Bhargava Phalorh)
and by Board Resolution dated)
in the presence of ...)

SIGNED AND DELIVERED

by the withinnamed "Purchaser")
M/s. K. Rohit Grinders.)
through its Partners)
(1) Mr. DEEPAK L. GANDHI)
(2) MR. YOMESH L. GANDHI)
(3) MRS. MEENA Y. GANDHI)
(4) in the presence of ...)

RECEIPT

RECEIVED of and from the withinnamed Purchasers the entire consideration amount of Rs.20,00,000/- (Rupees Twenty Lakhs Only) in the following manner.

- 1) The amount of Rs.20,00,000/- paid by the Purchasers to the Vendor vide a _____ bearing No. _____ dated _____ drawn on _____ Branch simultaneously upon execution of this Deed.

We say received:

Witnesses:

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Annexure 1
[Copy of the Consent Terms]

Annexure 2**(Map of the said Property)**

Annexure-B

Annexure
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POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE,
Bee Electronics Machines Ltd., a company incorporated under the
Companies Act, 1956 and having its office at 266, Dr. Annie Besant
Road, Mumbai -400 025 through its duly Authorised Director Mrs.
Abhilasha Bhargava Phalorh, **SEND GRETINGS:**

WHEREAS:

- A. Bee Electronics Machines Ltd., is absolutely seized and
possessed of or otherwise well and sufficiently entitled to land
bearing Plot No. 40 in Raghunath Industrial Estate, Village
Vadkun, Dahanu Road in District Palghar and an Industrial Unit
housed in a factory building (R.C.C. Construction) constructed
on land bearing PlotNo. 40 in Raghunath Industrial Estate,
Village Vadkun, Dahanu Road in District Palghar on land
bearing Plot No. 40., the industrial unit alongwith land bearing

Plot No. 40 is more particularly described in the **FIRST SCHEDULE** hereunder written and are hereinafter referred to as "**the said Industrial Plot**".

- B. Bee Electronics Machines Ltd., is also seized and possessed of or otherwise well and sufficiently entitled to vacant non-agricultural pieces of land bearing Plot Nos. 41, 42, 43, and 44 situate in the said Raghunath Industrial Estate at Village Vadkun, Dahanu Road which are more particularly described in the **SECOND SCHEDULE** hereunder written and are hereinafter referred to as "**the said Plot Nos. 41-44**".
- C. The said Industrial Plot and the said land bearing Plot Nos. 41-44 which are more particularly described in the **FIRST** and the **SECOND SCHEDULE** hereunder written are hereinafter collectively referred to as "**the said Property/Properties**".
- D. Pursuant to an Agreement for Sale dated 22nd April, 1999 entered into between M/s. K. Rohit Grinders (the Purchasers) and Bee Electronics Machines Ltd., (the Vendor) (hereinafter referred to as "**the said Agreement**"), Bee Electronics Machines Ltd., had agreed to sell and M/s. K. Rohit Grinders have agreed to purchase the said Property at and for the price as mentioned in the said Agreement.
- Bee Electronics Machines Ltd., and M/s. K. Rohit Grinders are hereinafter collectively referred to as "**the Parties**".
- E. However, disputes arose between Bee Electronics Machines Ltd., and M/s. K. Rohit Grinders with respect to performance of obligations under the said Agreement and therefore, M/s. K. Rohit Grinders filed a suit being Special Civil Suit No. 149 of 2006 before the Learned Civil Judge Senior Division at Palghar (hereinafter referred to as "**the said Suit**") *inter alia* seeking specific performance of the said Agreement.

- F. The said Suit was decreed in favour of M/s. K. Rohit Grinders by an order and decree dated 21st December, 2013 passed by the Learned Civil Judge Senior Division at Palghar (hereinafter referred to as "**the said Impugned Order**"). By the said Impugned Order, M/s. K. Rohit Grinders were directed to make payment of an amount of Rs. 26,03,000/- to Bee Electronics Machines Ltd., within a period of three months from the date of the said Impugned Order and in case of failure on the part of Bee Electronics Machines Ltd., to accept this amount, M/s. K. Rohit Grinders were directed to deposit the same with the Civil Judge Senior Division, Palghar. This amount was offered by M/s. K. Rohit Grinders to Bee Electronics Machines Ltd., however Bee Electronics Machines Ltd., did not accept the same and therefore, M/s. K. Rohit Grinders in compliance of the Impugned Order, deposited the same with the Civil Judge Senior Division, Palghar on 27-03-2014 vide Receipt No. 54 and Book Serial No. 166.
- G. Being aggrieved by the said Impugned Order Bee Electronics Machines Ltd., filed a First Appeal No. 415 of 2014 before the Hon'ble High Court of Judicature at Bombay (hereinafter referred to as "**Appeal**") challenging the legality and validity of the said Impugned Order. In addition to the Appeal, Bee Electronics Machines Ltd., also filed a Civil Application being Civil Application No. 1328 of 2014 (hereinafter referred to as "**Civil Application**") *inter alia* seeking a stay against the execution, implementation and operation of the Impugned Order.
- H. By an order dated 17th February, 2015 passed in the Civil Application, the Hon'ble High Court of Judicature at Bombay stayed the operation of the Impugned Order subject to Bee Electronics Machines Ltd., depositing an amount of Rs. 15,00,000/- with the Civil Judge Senior Division, Palghar. Bee

Electronics Machines Ltd., deposited this amount as directed *vide* the order dated 17th February, 2015 and accordingly, the operation of the Impugned Order was stayed by the Hon'ble High Court of Judicature at Bombay pending the hearing and final disposal of the captioned Appeal.

- I. In the meanwhile, considering the delay in the matter and with a view to put an end to the disputes ensuing between the parties which were subject matter of the Appeal, the Parties met each other in order to explore the possibility of a settlement. Pursuant to meetings between the Parties, the Parties have, pending the hearing and final disposal the Appeal settled all disputes forming the subject matter of the appeal. The Parties have accordingly filed consent terms being Consent Terms dated _____ in the Appeal pending before the High Court of Judicature at Bombay (hereinafter referred to as "**the said Consent Terms**"). A copy of the said Consent Terms is hereto annexed and marked as **Annexure "1"**.

- J. As per the said Consent Terms, Bee Electronics Machines Ltd., has transferred all its right, title and interest in the said Property to M/s. K. Rohit Grinders for a total consideration of Rs. 1,55,00,007/- (hereinafter referred to as "**Total Consideration Amount**") which amount is to be paid by M/s. K. Rohit Grinders to Bee Electronics Machines Ltd., in the manner as more particularly stated in the said Consent Terms. As per the said Consent Terms, Bee Electronics Machines Ltd., has undertaken to execute a conveyance deed whereby the said Property are conveyed by Bee Electronics Machines Ltd., to M/s. K. Rohit Grinders. Thus the Conveyance Deed dated _____ is executed between the Parties in compliance of the said Consent Terms. Parties herein confirm and state that the said Consent Terms be treated as a part and parcel of the Conveyance Deed

and the terms thereof, be deemed to have been incorporated in the Conveyance Deed.

- K. The Parties are aware that the distinctive plot numbers of the said Property in the Government records have changed. The revised plot numbers of the Said Property are as under:-

Original Number	Revised Number	Area of the plot
Plot 40 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road	214/2	1764 Sq. Mtr.
Plot 41 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road	214/3	1240 Sq. Mtr.
Plot 42 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road	214/4	1336 Sq. Mtr.
Plot 43 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road	214/47	1644 Sq. Mtr.
Plot 44 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road	New number yet not given	1888 Sq. Mtr.

In so far as land bearing Plot 44 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road is concerned, no new distinctive number with respect to the same has been recorded in the revenue records. In the circumstances, M/s. K. Rohit Grinders have made an application to Tehsildar in Dahanu on 13-07-2022 for correction of 7/12 abstract for Plot no 44. Tehsildar on 11/03/2023 verbally has informed the representatives of M/s. K. Rohit Grinders that because of mistake in revenue records the 7/12 abstract of Plot No 44 is

missing in the revenue records and they will correct it in due course of time.

- L. In view of the above the Conveyance Deed is made with respect to the land bearing Plot No. 40 to 43 in Raghunath Industrial Estate, Village Vadkun, Dahanu Road in District Palghar with an Industrial Unit housed in a factory building (R.C.C. Construction) constructed on land bearing Plot No. 40 in Raghunath Industrial Estate, Village Vadkun, Dahanu Road in District Palghar on land bearing Plot No. 40., the industrial unit along with Plot Nos. 40 to 43 are more particularly described in the **THIRD SCHEDULE** hereunder written and are hereinafter referred to as "**the said Plots**".
- M. As far as land bearing Plot No. 44 is concerned, separate Conveyance Deed is executed between the parties herein. The consideration with respect to the said land bearing Plot No. 44 as fixed between the parties herein is Rs.20,00,000/-. Accordingly out of the said amount of Rs.1,55,00,007/- an amount of Rs.20,00,000/- shall be allocated as consideration in respect of said Plot 44 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road and the balance amount is with respect to the said land bearing Plot Nos. 40 to 43 as described in the Third Schedule hereunder written.
- N. It is agreed between the Parties herein that if in future the revised distinctive plot numbers or the distinctive plot number of the Suit property changes again, then in that case M/s. K. Rohit Grinders shall be at liberty/shall have a right to prepare and execute correction deed or rectification deed before the concerned authority / in the government records without requiring the signature of Vendor Bee Electronics Machines Ltd., and further register the said deed before the Sub-Registrar of Assurances.

- O. In view of the above and at the request of M/s. K Rohit Grinders, who have purchased the said properties described in the Schedule hereunder written we are executing these presents in favour of **(1) Mr. Deepak Gandhi (2) Mr. Yomesh L Gandhi, and (3) Mrs. Meena Y. Gandhi, partners of the said M/s. K Rohit Grinders** since we have transferred all our right, title and interest in the said Plots and to enable them to obtain all necessary permissions and consents in respect of the said properties/Plots described in the Schedule hereunder written.

NOW, THEREFORE, KNOW YE ALL AND THESE PRESENTS WITNESSETH that We **Bee Electronics Machines Ltd.** do hereby appoint and nominate jointly and severally **(1) Mr. Deepak Gandhi (2) Mr. Yomesh L Gandhi, and (3) Mrs. Meena Y. Gandhi, partners of the said M/s. K Rohit Grinders** as our true and lawful Attorneys for us and in our name and on our behalf to do the following acts, deeds, matters and things that is to say:-

1. To perfect the title of M/s. K Rohit Grinders in respect of the said Plots and to take all necessary steps in that behalf.
2. To make the necessary applications, file affidavits, petitions to the authorities concerned for obtaining requisite permission to transfer the said Plots in favour of M/s. K Rohit Grinders
3. To submit necessary application, writings, undertakings, and other documents as may be required in accordance with the prevailing rules and regulations for perfecting the transfer of the said Plots.
4. To make necessary applications for water, sewerage, light and electric connection with the concerned authorities at the expenses of our said attorneys.
5. To carry on correspondence to prepare, sign and execute papers, applications and documents including affidavits, complaints,

- petitions, declarations, usual indemnity and usual undertakings etc., as may be required for the purpose of enjoying and occupying the said Plots as owners thereof.
6. To represent us before the Collector, Mamlatdar and other public and semi-Government authorities including revenue authorities and to do all acts deeds, matters and things including making of an application, or giving an undertaking, writing etc., as may be required for the purpose of transfer of the said Plots.
 7. To commence file and prosecute any action, petition appeal suit or other proceedings at law against any person or persons in respect of the said Plots and to appear and to defend any action, suits or other proceedings, commence, or to be commenced against us or whereunto we shall be the party and also if the said attorneys shall think fit to compromise, refer to arbitration submit to judgement discontinue or become non-suited in any such actions, suit or proceedings as aforesaid and also to accept services of Writ of Summons, Notice or other proceedings.
 8. To ask, demand, sue for, enforce payment or and recover from any person and persons rents and/or compensation and/or mesne profits and/or deposits in respect of the said Plots which now is for which is at any time or time hereafter may become due and payable.
 9. To pay all taxes, rates charges, expenses and other out goings in respect of the said Plots.
 10. To appear before the Sub-Registrar of assurance and lodge the all the documents for registration and on our behalf to admit execution thereof with respect to the said Plots.
 11. To prepare plans in respect of the said Plots described in the Schedules hereunder written and to submit the same to the

Dahanu Municipal Corporation and other concerned Authorities for obtaining approval of the same and to submit proposals from time to time for the amendments of such building plans to the Dahanu Municipal Corporation and other Concerned Authorities for the purpose of obtaining approval of such amendments and/or for consuming the F.S.I. in respect of the said Plots.

12. To approach all the Concerned Authorities under the Urban Land (Ceiling & Regulations) Act, 1976 for the purpose of obtaining permission/exemption under the said Act in respect of the Plots for the purpose of development and/or re-development of the said Plots and for that purpose, to sign such required and carry on correspondence with the Authorities under the said Act and also prefer Appeals from any order of the Competent Authority and/or any other Authority made under the provisions of the said Act in connection with the development of the said Plots.
13. To enter upon the said Plots either alone or along with others as the owners and to do all acts with respect to the said Plots.
14. To carry on correspondence with all the Concerned Authorities and Bodies including the Government of Maharashtra in all its Departments, Dahanu Municipal Corporation and/or Town Planning Department and other Concerned Authorities (in connection with the said Plots).
15. To appear and represent us before all Concerned Authorities and parties as may be necessary in connection with the said Plots as aforesaid.
16. To appoint from time to time Architects, R.C.C. Consultants, Contractors and other personnel and workmen for carrying out the development of the said Plots as also construction of building/s thereon and to pay their fees, consideration monies, salaries and/or wages.

17. To pay various deposits to the Dahanu Municipal Corporation and other Concerned Authorities as may be necessary for the purpose of carrying out the development work on the said Plots and construction of the structures thereon and to claim refund of such deposits so paid by our said Attorneys and to give valid and effectual receipts in our name and on our behalf in connection with the refund of such deposits.
18. To approach the appropriate departments of the Dahanu Municipal Corporation for the purpose of obtaining various permissions and other services connections, including water connection to the said Plots and also to obtain water connection and service connection to the building constructed on the said Plots.
19. To make necessary applications to the Concerned Authorities for obtaining electric power for the said Plots and the buildings constructed thereon.
20. To apply from time to time for modifications of the Building Plans in respect of the building to be constructed on the said Plots.
21. To give such letters and writings and/or undertakings as may be required from time to time to the Concerned Authorities for the purpose of carrying out the development work in respect of the Plots as also in respect of the construction work of the buildings thereon and also for obtaining the Occupation and/or Completion Certificates in respect of the said building/s or any part thereof.
22. To approach all Concerned Authorities for the purpose of obtaining release of any portions of the said Plots and/or structures thereon from reservation (if any).
23. To approach the Government of Maharashtra in all its Department and all Concerned Authorities for the purpose of

obtaining necessary No.Objection Certificate and/or permission and/or sanction in regard to the carrying out the construction of the said building/s and completion thereof and for obtaining occupation and Completion Certificate in respect thereof.

24. To do all other acts, deeds, matters and things in respect of the said Plots described in the Schedule hereunder written including to represent before and correspond with the Dahanu Municipal Corporation and other Concerned Authorities for any other matters relating to the sanctioning of the plans, obtaining the Floor Space Index (F.S.I.) for the construction proposed to be carried out on the said Plots and any other matters pertaining to the said Plots which includes the consumption of F.S.I.
25. To make applications and submit the amended or new Building Plans to the Dahanu Municipal Corporation or any other Authorities for the purpose of getting the Building Plans, I.O.D. and commencement Certificate sanctioned and/or revalidated and to give such other applications, writings, undertakings as may be required in respect of the said Plots.
26. To apply for and obtain additional F.S.I. for being consumed and utilized on the said Plots and to consume and utilize the same on the said Plots and for that purpose to submit amended plans to the Dahanu Municipal Corporation and other concerned authorities and to get the amended plans sanctioned and approved and to construct additional area as per the amended plans.
27. To apply for and obtain the monetary compensation and/or to avail of and utilize any benefits including benefits by way of Floor Space Index as per the Development Control Rules and any other law for the time being in force in respect of the said reserved portions and for that purpose to sign any deeds, documents and writings that may be required.

28. To apply for Letters of Intent or any other Letter or Authority from the Dahanu Municipal Corporation and Government to avail of benefits of the Floor Space Index.
29. To sell and transfer and assign the Floor Space Index in part or in full the Certificate endorsing the Floor Space Index and any benefits that may be available in respect of the reserved portions or any of them may think fit and proper and to appropriate to themselves or for the benefit of M/s. K. Rohit Grinders the entire sale proceeds, compensation, income, rent and benefits in respect thereof and for that purposes to sign and execute all deeds, documents and writings that may be required.
30. To lodge for registration the documents in respect of the said Plots described in the schedule hereunder written that may be required from time to time before the Sub-Registrar of Assurance and to admit execution thereof.
31. In our name and pertaining to the said Plots described in the Schedule hereunder written to accept service of any Writ of Summons or other process and to appear in any Court and before all Courts, Magistrates or Judicial or other officers whatsoever as by the said Attorney shall be thought advisable and to commence any action or other proceedings in any Court of Justice or Authority and the same action or proceedings to prosecute or discontinue or become non-suited therein and to settle, compromise or refer to Arbitration any suit, action or proceedings as the said Attorneys shall think fit and if the said Attorneys shall see cause and also to take such other lawful ways and means for the recovering or getting in any such money or other thing whatsoever which shall by the said Attorneys be conceived to be due owing belonging or payable to us by any person, firm or body corporate and also to appoint any Solicitors and/or Advocate or Lawyer to prosecute or defend in

the Plots aforesaid or any of them as occasion may arise either in our name or in the name of him or them the said Attorneys.

32. To appoint Pleaders, Solicitors, Advocates or Attorneys or Lawyers to appear and act in any Court of Justice or before any Custom or Port Trust or Revenue or other Officer of Office of any State or Local Authority and to revoke such appointment and to substitute any other in their place and stead in respect of the matters pertaining to the said Plots described in the Schedule hereunder written.
33. To sign, verify and execute Complaints, Written Statements, Counter-Claims, Appeals, Reviews, Applications, Affidavits, Authorities and Papers of every description that may be necessary to be signed, verified and executed for the purpose of any suits, actions, appeals and proceedings of any kind whatsoever in any Court of Law or equity whether or Original, Appellate, Testamentary or Revisional Jurisdiction or Judicial Authority established by lawful Authority and to do all acts and appearances and applications in any such Court or Courts aforesaid in any suits, actions, appeals or proceedings brought or commenced and to defend, answer or oppose the same or suffer Judgments or Decrees to be had given taken or pronounced in any such Suits, Actions, Appeals, proceedings and to execute Decrees as the said Attorneys shall be advised or think proper in respect of the Plots described in the Schedule hereunder written.
34. To make such applications and execute on our behalf such writings as may be necessary before the Collector, City Survey Officer and other Revenue Officers in respect of the said Plots described in the Schedule hereunder written. To appeal and represent us before the Collector or Land Revenue and Collector of Property Taxes and other Revenue Officer for all

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matters touching or relating to the said Plots described in the Schedule hereunder written.

35. To execute Conveyance and/or Conveyances of such portion of the Plots as falling in set-back, in favour of the Dahanu Municipal Corporation for the purpose of Road widening or such other purpose if required by the Dahanu Municipal Corporation.
36. To apply for and obtain additional F.S.I. for being consumed and utilized on the said Plots including additional F.S.I. and to consume and utilize the same on the said Plots and for that purpose to submit amended plans to the Dahanu Municipal Corporation and other concerned authorities and to get the amended plans sanctioned and approved and to construct additional area as per the amended plans.
37. FOR better doing and performing all the matters, deeds and things hereinabove contained, we hereby grant unto the said Attorney full power and absolute authority to substitute and appoint in their place and stead such person or persons one or more Attorney or Attorneys and for all the power hereby conferred and to revoke any such appointments from time to time and to substitute or appoint any other or others in the place of such Attorneys or Attorneys as the said Attorneys shall from time to time think fit and proper.
38. GENERALLY to do and perform all acts, deeds, matters and things necessary and convenient for all or any of the purpose aforesaid and for giving full effect to the Authorities hereinabove contained as fully and effectually as could in our person do. AND we hereby agree to ratify and confirm whatsoever the said Attorneys shall lawfully do in the said Plots by virtue of these presents.
39. WE HEREBY agree and undertake that, in respect of the subject properties, we will not in any way write any letter and/or

correspond with the Government of Maharashtra in all its departments and the Dahanu Municipal Corporation in all its departments and other Concerned Authorities, Counter manding any acts, deeds, matters and things, done by the said Attorney/s pursuant to this Power of Attorney. We hereby expressly agree and undertake that if any such instruction shall be issued by us the same shall not affect the acts, deeds, matters and things by the said Attorney/s and all the Concerned Authorities shall be entitled to dis-regard all such instructions given by us.

40. All costs, charges and expenses of and incidental to any acts, deeds, matters or things done or cause to be done by our said Attorneys in or about the exercise of any power or powers herein contained shall be borne and paid by our said Attorneys alone and we shall not be responsible to contribute towards the same and furthermore our said Attorneys shall fully indemnify and keep indemnified us and each of us and our estates and effects from and against the losses or damages suffered by us or any of us by reason of our said Attorneys acting under this Power of Attorney from and against the payment of the aforesaid costs, charges and expenses harm, losses or injury that may be caused to us or any of us by reason of our said Attorneys doing or causing to be done any acts, deeds, matters or things by virtue of these presents and future our Attorneys shall carry out under this Power of Attorney only legal acts otherwise those acts which are not legal are not binding to us. On the basis of this clear understanding we execute this Power of Attorney.

IN WITNESS WHEREOF We have hereunto set and subscribed our hands at Mumbai aforesaid this ____ day of _____, 2023.

THE FIRST SCHEDULE ABOVE REFERRED TO
[PLOT NO. 40, AND FACTORY BUILDING ON PLOT NO. 40]

ALL THAT piece or parcel of non-agricultural land bearing Plot No. 40 bearing New No. 214/2 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1764 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun together with the Factory Building on the said Plot.

THE SECOND SCHEDULE ABOVE REFERRED TO
[PLOT NOS. 41-44]

ALL THAT piece or parcel of vacant non-agricultural land bearing Plot No. 41 bearing New No. 214/3 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1240 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun.

ALL THAT piece or parcel of vacant non-agricultural land bearing Plot No. 42 bearing New No. 214/4 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1336 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun.

ALL THAT piece or parcel of vacant non-agricultural land bearing Plot No. 43 bearing New No. 214/47 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1644 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun.

ALL THAT piece or parcel of vacant non-agricultural land bearing Plot No. 44 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1888 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun.

THE THIRD SCHEDULE ABOVE REFERRED TO
[PLOT NO. 40, AND FACTORY BUILDING ON PLOT NO. 40]
AND PLOT NOS. 41-43]

ALL THAT piece or parcel of non-agricultural land bearing Plot No. 40 bearing New No. 214/2 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1764 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun together with the Factory Building on the said Plot.

ALL THAT piece or parcel of vacant non-agricultural land bearing Plot No. 41 bearing New No. 214/3 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1240 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun.

ALL THAT piece or parcel of vacant non-agricultural land bearing Plot No. 42 bearing New No. 214/4 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1336 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun.

ALL THAT piece or parcel of vacant non-agricultural land bearing Plot No. 43 bearing New No. 214/47 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1644 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun.

SIGNED AND DELIVERED)
 by the withinnamed Abhilasha Bhargava Phalorh)
Bee Electronics Machines Ltd.,)
 Through its Authorized Signatory)
 in the presence of)

Before me,

Identified by me,

Annexure-B-1

Annexure-B-1
AKB
AKB
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POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE,
Bee Electronics Machines Ltd., a company incorporated under the
Companies Act, 1956 and having its office at 266, Dr. Annie Besant
Road, Mumbai -400 025 through its duly Authorised Director Mrs.
Abhilasha Bhargava Phalorh, **SEND GRETINGS:**

WHEREAS:

- A. Bee Electronics Machines Ltd., is absolutely seized and
possessed of or otherwise well and sufficiently entitled to Plot
No. 40 in Raghunath Industrial Estate, Village Vadkun, Dahanu
Road in District Palghar and an Industrial Unit housed in a
factory building (R.C.C. Construction) constructed on Plot No.
40 in Raghunath Industrial Estate, Village Vadkun, Dahanu
Road in District Palghar on land bearing Plot No. 40., the
industrial unit alongwith land bearing Plot No. 40 is more

particularly described in the **FIRST SCHEDULE** hereunder written and are hereinafter referred to as "**the said Industrial Plot**".

- B. Bee Electronics Machines Ltd., is also seized and possessed of or otherwise well and sufficiently entitled to vacant non-agricultural pieces of land bearing Plot Nos. 41, 42, 43, and 44 situate in the said Raghunath Industrial Estate at Village Vadkun, Dahanu Road which are more particularly described in the **SECOND SCHEDULE** hereunder written and are hereinafter referred to as "**the said Plot Nos. 41-44**".
- C. The said Industrial Plot and the said land bearing Plot Nos. 41-44 which are more particularly described in the **FIRST** and the **SECOND SCHEDULE** hereunder written are hereinafter collectively referred to as "**the said Property/Properties**".
- D. Pursuant to an Agreement for Sale dated 22nd April, 1999 entered into between M/s. K. Rohit Grinders (the Purchasers) and Bee Electronics Machines Ltd., (the Vendor) (hereinafter referred to as "**the said Agreement**"), Bee Electronics Machines Ltd., had agreed to sell and M/s. K. Rohit Grinders have agreed to purchase the said Property at and for the price as mentioned in the said Agreement.
- Bee Electronics Machines Ltd., and M/s. K. Rohit Grinders are hereinafter collectively referred to as "**the Parties**".
- E. However, disputes arose between Bee Electronics Machines Ltd., and M/s. K. Rohit Grinders with respect to performance of obligations under the said Agreement and therefore, M/s. K. Rohit Grinders filed a suit being Special Civil Suit No. 149 of 2006 before the Learned Civil Judge Senior Division at Palghar (hereinafter referred to as "**the said Suit**") *inter alia* seeking specific performance of the said Agreement.

- F. The said Suit was decreed in favour of M/s. K. Rohit Grinders by an order and decree dated 21st December, 2013 passed by the Learned Civil Judge Senior Division at Palghar. (hereinafter referred to as "**the said Impugned Order**"). By the said Impugned Order, M/s. K. Rohit Grinders were directed to make payment of an amount of Rs. 26,03,000/- to Bee Electronics Machines Ltd., within a period of three months from the date of the said Impugned Order and in case of failure on the part of Bee Electronics Machines Ltd., to accept this amount, M/s. K. Rohit Grinders were directed to deposit the same with the Civil Judge Senior Division, Palghar. This amount was offered by M/s. K. Rohit Grinders to Bee Electronics Machines Ltd., however Bee Electronics Machines Ltd., did not accept the same and therefore, M/s. K. Rohit Grinders in compliance of the Impugned Order, deposited the same with the Civil Judge Senior Division, Palghar on 27-03-2014 vide Receipt No. 54 and Book Serial No. 166.
- G. Being aggrieved by the said Impugned Order Bee Electronics Machines Ltd., filed a First Appeal No. 415 of 2014 before the Hon'ble High Court of Judicature at Bombay (hereinafter referred to as "**Appeal**") challenging the legality and validity of the said Impugned Order. In addition to the Appeal, Bee Electronics Machines Ltd., also filed a Civil Application being Civil Application No. 1328 of 2014 (hereinafter referred to as "**Civil Application**") *inter alia* seeking a stay against the execution, implementation and operation of the Impugned Order.
- H. By an order dated 17th February, 2015 passed in the Civil Application, the Hon'ble High Court of Judicature at Bombay stayed the operation of the Impugned Order subject to Bee Electronics Machines Ltd., depositing an amount of Rs. 15,00,000/- with the Civil Judge Senior Division, Palghar. Bee

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Electronics Machines Ltd., deposited this amount as directed *vide* the order dated 17th February, 2015 and accordingly, the operation of the Impugned Order was stayed by the Hon'ble High Court of Judicature at Bombay pending the hearing and final disposal of the captioned Appeal.

- I. In the meanwhile, considering the delay in the matter and with a view to put an end to the disputes ensuing between the parties which were subject matter of the Appeal, the Parties met each other in order to explore the possibility of a settlement. Pursuant to meetings between the Parties, the Parties have, pending the hearing and final disposal the Appeal settled all disputes forming the subject matter of the appeal. The Parties have accordingly filed consent terms being Consent Terms dated _____ in the Appeal pending before the High Court of Judicature at Bombay (hereinafter referred to as "**the said Consent Terms**"). A copy of the said Consent Terms is annexed hereto and marked as **Annexure "1"**.
- J. As per the said Consent Terms, Bee Electronics Machines Ltd., has transferred all its right, title and interest in the said Property to M/s. K. Rohit Grinders for a total consideration of Rs. 1,55,00,007/- (hereinafter referred to as "**Total Consideration Amount**") which amount is to be paid by M/s. K. Rohit Grinders to Bee Electronics Machines Ltd., in the manner as more particularly stated in the said Consent Terms. As per the said Consent Terms, Bee Electronics Machines Ltd., has undertaken to execute a conveyance deed whereby the said Property are conveyed by Bee Electronics Machines Ltd., to M/s. K. Rohit Grinders. Thus the Conveyance Deed dated _____ is executed between the Parties in compliance of the said Consent Terms. Parties herein confirm and state that the said Consent Terms be treated as a part and parcel of the Conveyance Deed

and the terms thereof be deemed to have been incorporated in the Conveyance Deed.

- K. The Parties are aware that the distinctive plot numbers of the said Property in the Government records have changed. The revised plot numbers of the Said Property are as under:-

Original Number	Revised Number	Area of the plot
Plot 40 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road	214/2	1764 Sq. Mtr.
Plot 41 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road	214/3	1240 Sq. Mtr.
Plot 42 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road	214/4	1336 Sq. Mtr.
Plot 43 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road	214/47	1644 Sq. Mtr.
Plot 44 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road	New number yet not given	1888 Sq. Mtr.

In so far as land bearing Plot 44 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu is concerned, no new distinctive number with respect to the same has been recorded in the revenue records. In the circumstances, M/s. K. Rohit Grinders have made an application to Tehsildar in Dahanu on 13-07-2022 for correction of 7/12 abstract for Plot no 44. Tehsildar on 11/03/2023 verbally has informed the representatives of M/s. K. Rohit Grinders that because of mistake in revenue records the 7/12 abstract of land bearing

Plot No 44 is missing in the revenue records and they will correct it in due course of time.

- L. In view of the above the Conveyance Deed is made with respect to the land bearing Plot No. 44 in Raghunath Industrial Estate, Village Vadkun, Dahanu Road in District Palghar which is more particularly described in the **THIRD SCHEDULE** hereunder written and are hereinafter referred to as "the said Plot".
- M. As far as land bearing Plot Nos. 40 to 43 are concerned, separate Conveyance Deed is executed between the parties herein. The consideration with respect to the said land bearing Plot No. 44 as fixed between the parties herein is Rs.20,00,000/- . Accordingly out of the said amount of Rs.1,55,00,007/- an amount of Rs.20,00,000/- shall be allocated as consideration in respect of said land bearing Plot 44 S. No. 214, Raghunath Industrial Estate, Vadkun, Dahanu Road and the balance amount is with respect to the said land bearing Plot Nos. 40 to 43.
- N. It is agreed between the Parties herein that if in future the revised distinctive plot numbers or the distinctive plot number of the Suit property changes again, then in that case M/s. K. Rohit Grinders shall be at liberty/shall have a right to Prepare and execute make correction deed or rectification deed before the concerned authority / in the government records without requiring the signature of Bee Electronics Machines Ltd., and further register the said deed before the Sub-Registrar of Assurances.
- O. In view of the above and at the request of M/s. K Rohit Grinders, who have purchased the said properties described in the Schedule hereunder written we are executing these presents in favour of **(1) Mr. Deepak Gandhi (2) Mr. Yomesh L Gandhi, and (3) Mrs. Meena Y. Gandhi, partners of the said M/s. K Rohit Grinders** since we have transferred all our right, title and

interest in the said Plots and to enable them to obtain all necessary permissions and consents in respect of the said properties/Plots described in the Schedule hereunder written.

NOW, THEREFORE, KNOW YE ALL AND THESE PRESENTS WITNESSETH that We **Bee Electronics Machines Ltd.** do hereby appoint and nominate jointly and severally **(1) Mr. Deepak L Gandhi (2) Mr. Yomesh L Gandhi and (3) Mrs. Meena Y. Gandhi**, partners of the said M/s. K Rohit Grinders as our true and lawful Attorneys for us and in our name and on our behalf to do the following acts, deeds, matters and things that is to say:-

1. To perfect the title of M/s. K Rohit Grinders in respect of the said Plot and to take all necessary steps in that behalf.
2. To make the necessary applications, file affidavits, petitions to the authorities concerned for obtaining requisite permission to transfer the said Plot in favour of M/s. K Rohit Grinders
3. To submit necessary application, writings, undertakings, and other documents as may be required in accordance with the prevailing rules and regulations for perfecting the transfer of the said Plot.
4. To make necessary applications for water, sewerage, light and electric connection with the concerned authorities at the expenses of our said attorneys.
5. To carry on correspondence to prepare, sign and execute papers, applications and documents including affidavits, plaints, petitions, declarations, usual indemnity and usual undertakings etc., as may be required for the purpose of enjoying and occupying the said Plot as owners thereof.
6. To represent us before the Collector, Mamlatdar and other public and semi-Government authorities including revenue

authorities and to do all acts deeds, matters and things including making of an application, or giving an undertaking, writing etc., as may be required for the purpose of transfer of the said Plot.

7. To commence file and prosecute any action, petition appeal suit or other proceedings at law against any person or persons in respect of the said Plot and to appear and to defend any action, suits or other proceedings, commence, or to be commenced against us or whereunto we shall be the party and also if the said attorneys shall think fit to compromise, refer to arbitration submit to judgement discontinue or become non-suited in any such actions, suit or proceedings as aforesaid and also to accept services of Writ of Summons, Notice or other proceedings.
8. To ask, demand, sue for, enforce payment or and recover from any person and persons rents and/or compensation and/or mesne profits and/or deposits in respect of the said Plot which now is for which is at any time or time hereafter may become due and payable.
9. To pay all taxes, rates charges, expenses and other out goings in respect of the said Plot.
10. To appear before the Sub-Registrar of assurance and lodge the all the documents for registration and on our behalf to admit execution thereof with respect to the said Plot.
11. To prepare plans in respect of the said Plot described in the Schedules hereunder written and to submit the same to the Dahanu Municipal Corporation and other concerned Authorities for obtaining approval of the same and to submit proposals from time to time for the amendments of such building plans to the Dahanu Municipal Corporation and other Concerned Authorities for the purpose of obtaining approval of such amendments and/or for consuming the F.S.I. in respect of the said Plot.

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12. To approach all the Concerned Authorities under the Urban Land (Ceiling & Regulations) Act, 1976 for the purpose of obtaining permission/exemption under the said Act in respect of the said Plot for the purpose of development and/or re-development of the said Plot and for that purpose, to sign such required and carry on correspondence with the Authorities under the said Act and also prefer Appeals from any order of the Competent Authority and/or any other Authority made under the provisions of the said Act in connection with the development of the said Plot.
13. To enter upon the said Plot either alone or along with others as the owners and to do all acts with respect to the said Plot.
14. To carry on correspondence with all the Concerned Authorities and Bodies including the Government of Maharashtra in all its Departments, Dahanu Municipal Corporation and/or Town Planning Department and other Concerned Authorities (in connection with the said Plot).
15. To appear and represent us before all Concerned Authorities and parties as may be necessary in connection with the said Plot as aforesaid.
16. To appoint from time to time Architects, R.C.C. Consultants, Contractors and other personnel and workmen for carrying out the development of the said Plot as also construction of building/s thereon and to pay their fees, consideration monies, salaries and/or wages.
17. To pay various deposits to the Dahanu Municipal Corporation and other Concerned Authorities as may be necessary for the purpose of carrying out the development work on the said Plot and construction of the structures thereon and to claim refund of such deposits so paid by our said Attorneys

and to give valid and effectual receipts in our name and on our behalf in connection with the refund of such deposits.

18. To approach the appropriate departments of the Dahanu Municipal Corporation for the purpose of obtaining various permissions and other services connections, including water connection to the said Plot and also to obtain water connection and service connection to the building constructed on the said Plot.
19. To make necessary applications to the Concerned Authorities for obtaining electric power for the said Plot and the buildings constructed thereon.
20. To apply from time to time for modifications of the Building Plans in respect of the building to be constructed on the said Plot.
21. To give such letters and writings and/or undertakings as may be required from time to time to the Concerned Authorities for the purpose of carrying out the development work in respect of the Plot as also in respect of the construction work of the buildings thereon and also for obtaining the Occupation and/or Completion Certificates in respect of the said building/s or any part thereof.
22. To approach all Concerned Authorities for the purpose of obtaining release of any portions of the said Plot and/or structures thereon from reservation (if any).
23. To approach the Government of Maharashtra in all its Department and all Concerned Authorities for the purpose of obtaining necessary No Objection Certificate and/or permission and/or sanction in regard to the carrying out the construction of the said building/s and completion thereof and for obtaining occupation and Completion Certificate in respect thereof.

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24. To do all other acts, deeds, matters and things in respect of the said Plot described in the Schedule hereunder written including to represent before and correspond with the Dahanu Municipal Corporation and other Concerned Authorities for any other matters relating to the sanctioning of the plans, obtaining the Floor Space Index (F.S.I.) for the construction proposed to be carried out on the said Plot and any other matters pertaining to the said Plot which includes the consumption of F.S.I.
 25. To make applications and submit the amended or new Building Plans to the Dahanu Municipal Corporation or any other Authorities for the purpose of getting the Building Plans, I.O.D. and commencement Certificate sanctioned and/or revalidated and to give such other applications, writings, undertakings as may be required in respect of the said Plot.
 26. To apply for and obtain additional F.S.I. for being consumed and utilized on the said Plot and to consume and utilize the same on the said Plot and for that purpose to submit amended plans to the Dahanu Municipal Corporation and other concerned authorities and to get the amended plans sanctioned and approved and to construct additional area as per the amended plans.
 27. To apply for and obtain the monetary compensation and/or to avail of and utilize any benefits including benefits by way of Floor Space Index as per the Development Control Rules and any other law for the time being in force in respect of the said reserved portions and for that purpose to sign any deeds, documents and writings that may be required.
 28. To apply for Letters of Intent or any other Letter or Authority from the Dahanu Municipal Corporation and Government to avail of benefits of the Floor Space Index.

29. To sell and transfer and assign the Floor Space Index in part of in full the Certificate endorsing the Floor Space Index and any benefits that may be available in respect of the reserved portions or any of them may think fit and proper and to appropriate to themselves or for the benefit of M/s. K. Rohit Grinders the entire sale proceeds, compensation, income, rent and benefits in respect thereof and for that purposes to sign and execute all deeds, documents and writings that may be required.
30. To lodge for registration the documents in respect of the said Plot described in the schedule hereunder written that may be required from time to time before the Sub-Registrar of Assurance and to admit execution thereof.
31. In our name and pertaining to the said Plot described in the Schedule hereunder written to accept service of any Writ of Summons or other process and to appear in any Court and before all Courts, Magistrates or Judicial or other officers whatsoever as by the said Attorney shall be thought advisable and to commence any action or other proceedings in any Court of Justice or Authority and the same action or proceedings to prosecute or discontinue or become non-suited therein and to settle, compromise or refer to Arbitration any suit, action or proceedings as the said Attorneys shall think fit and if the said Attorneys shall see cause and also to take such other lawful ways and means for the recovering or getting in any such money or other thing whatsoever which shall by the said Attorneys be conceived to be due owing belonging or payable to us by any person, firm or body corporate and also to appoint any Solicitors and/or Advocate or Lawyer to prosecute or defend in the Plot aforesaid or any of them as occasion may arise either in our name or in the name of him or them the said Attorneys.
32. To appoint Pleaders, Solicitors, Advocates or Attorneys or Lawyers to appear and act in any Court of Justice or before any

Custom or Port Trust or Revenue or other Officer of Office of any State or Local Authority and to revoke such appointment and to substitute any other in their place and stead in respect of the matters pertaining to the said Plot described in the Schedule hereunder written.

33. To sign, verify and execute Plaints, Written Statements, Counter-Claims, Appeals, Reviews, Applications, Affidavits, Authorities and Papers of every description that may be necessary to be signed, verified and executed for the purpose of any suits, actions, appeals and proceedings of any kind whatsoever in any Court of Law or equity whether or Original, Appellate, Testamentary or Revisional Jurisdiction or Judicial Authority established by lawful Authority and to do all acts and appearances and applications in any such Court or Courts aforesaid in any suits, actions, appeals or proceedings brought or commenced and to defend, answer or oppose the same or suffer Judgments or Decrees to be had given taken or pronounced in any such Suits, Actions, Appeals, proceedings and to execute Decrees as the said Attorneys shall be advised or think proper in respect of the Plot described in the Schedule hereunder written.
34. To make such applications and execute on our behalf such writings as may be necessary before the Collector, City Survey Officer and other Revenue Officers in respect of the said Plot described in the Schedule hereunder written. To appeal and represent us before the Collector or Land Revenue and Collector of Property Taxes and other Revenue Officer for all matters touching or relating to the said Plot described in the Schedule hereunder written.
35. To execute Conveyance and/or Conveyances of such portion of the Plot as falling in set-back, in favour of the Dahanu Municipal

Corporation for the purpose of Road widening or such other purpose if required by the Dahanu Municipal Corporation.

36. To apply for and obtain additional F.S.I. for being consumed and utilized on the said Plot including additional F.S.I. and to consume and utilize the same on the said Plot and for that purpose to submit amended plans to the Dahanu Municipal Corporation and other concerned authorities and to get the amended plans sanctioned and approved and to construct additional area as per the amended plans.
37. FOR better doing and performing all the matters, deeds and things hereinabove contained, we hereby grant unto the said Attorney full power and absolute authority to substitute and appoint in their place and stead such person or persons one or more Attorney or Attorneys and for all the power hereby conferred and to revoke any such appointments from time to time and to substitute or appoint any other or others in the place of such Attorneys or Attorneys as the said Attorneys shall from time to time think fit and proper.
38. GENERALLY to do and perform all acts, deeds, matters and things necessary and convenient for all or any of the purpose aforesaid and for giving full effect to the Authorities hereinabove contained as fully and effectually as could in our person do. AND we hereby agree to ratify and confirm whatsoever the said Attorneys shall lawfully do in the said Plot by virtue of these presents.
39. WE HEREBY agree and undertake that, in respect of the subject properties, we will not in any way write any letter and/or correspond with the Government of Maharashtra in all its departments and the Dahanu Municipal Corporation in all its departments and other Concerned Authorities, Countermanding any acts, deeds, matters and things, done by the said Attorney/s

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pursuant to this Power of Attorney. We hereby expressly agree and undertake that if any such instruction shall be issued by us the same shall not affect the acts, deeds, matters and things by the said Attorney/s and all the Concerned Authorities shall be entitled to dis-regard all such instructions given by us.

40. All costs, charges and expenses of and incidental to any acts, deeds, matters or things done or cause to be done by our said Attorneys in or about the exercise of any power or powers herein contained shall be borne and paid by our said Attorneys alone and we shall not be responsible to contribute towards the same and furthermore our said Attorneys shall fully indemnify and keep indemnified us and each of us and our estates and effects from and against the losses or damages suffered by us or any of us by reason of our said Attorneys acting under this Power of Attorney from and against the payment of the aforesaid costs, charges and expenses harm, losses or injury that may be caused to us or any of us by reason of our said Attorneys doing or causing to be done any acts, deeds, matters or things by virtue of these presents and future our Attorneys shall carry out under this Power of Attorney only legal acts otherwise those acts which are not legal are not binding to us. On the basis of this clear understanding we execute this Power of Attorney.

IN WITNESS WHEREOF We have hereunto set and subscribed our hands at Mumbai aforesaid this ____ day of _____, 2023.

THE FIRST SCHEDULE ABOVE REFERRED TO
[PLOT NO. 40, AND FACTORY BUILDING ON PLOT NO. 40]

ALL THAT piece or parcel of non-agricultural land bearing Plot No. 40 bearing New No. 214/2 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1764 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun together with the Factory Building on the said Plot.

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THE SECOND SCHEDULE ABOVE REFERRED TO

[PLOT NOS. 41-44]

ALL THAT piece or parcel of vacant non-agricultural land bearing Plot No. 41 bearing New No. 214/3 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1240 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun.

ALL THAT piece or parcel of vacant non-agricultural land bearing Plot No. 42 bearing New No. 214/4 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1336 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun.

ALL THAT piece or parcel of vacant non-agricultural land bearing Plot No. 43 bearing New No. 214/47 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1644 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun.

ALL THAT piece or parcel of vacant non-agricultural land bearing Plot No. 44 of Raghunath Industrial Estate situated at Village Vadkun, Dahanu Road in the Registration District & Sub District Dahanu in Maharashtra containing by admeasurements 1888 square meters or thereabouts, and forming part of City Survey No. 214 of Vadkun.

THE THIRD SCHEDULE ABOVE REFERRED TO

[PLOT NO. 44]

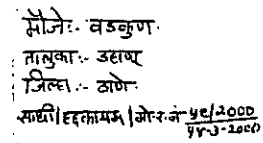
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SIGNED AND DELIVERED)
by the withinnamed Abhilasha Bhargava Phalorh)
Bee Electronics Machines Ltd.,)
Through its Authorized Signatory)
in the presence of)

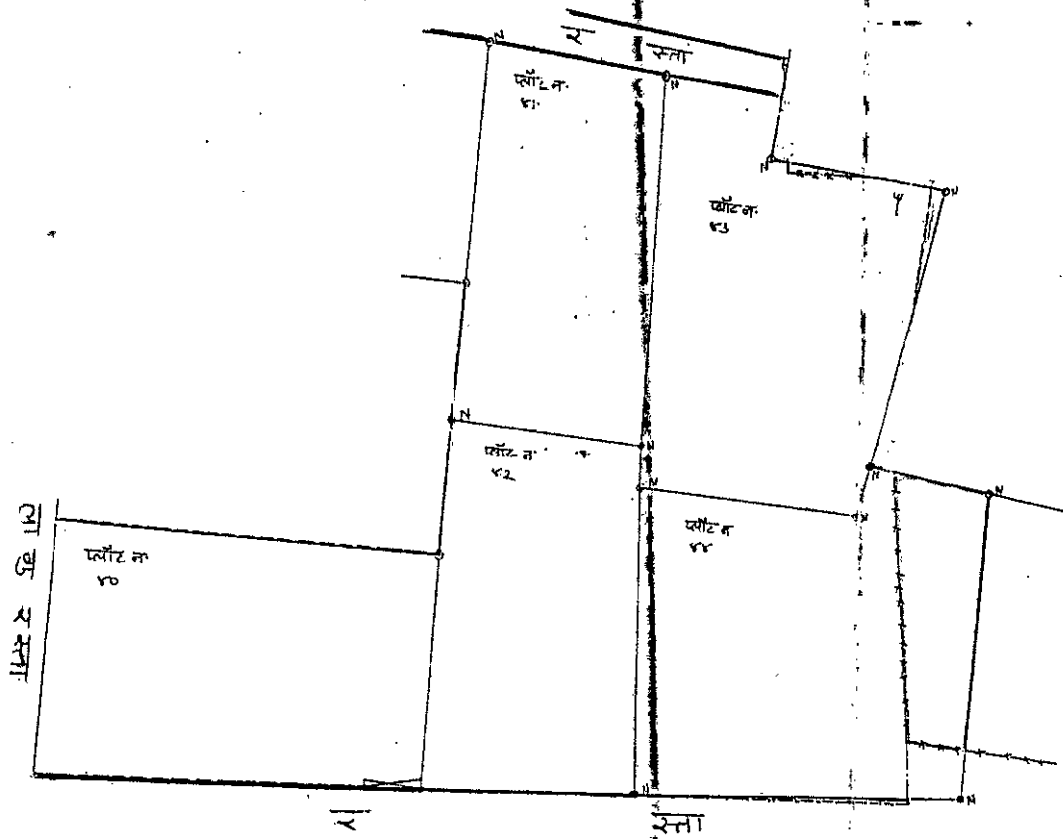
Before me,

Identified by me,

'क' प्रत्



— या प्रमाणे आग्निब्रह्माप्रमाणे गटाची हद्द असे
 — या प्रमाणे खोटाची हद्द असे
 — या प्रमाणे अर्जुनद्वारे मेराजणीचे वेळी आपली वरिवाट दाखवितात.
 — या प्रमाणे जागेवर फळे मितीचे कपांकड जोड.
 [] या प्रमाणे जागेवर रस्ता जोड.
 १. या प्रमाणे जागेवर जिजेचे / दुरधनीचे खोब जोडत.
 ८. या प्रमाणे अर्जुनद्वारे यांना ह्दीच्या नवीन खुणा दाखविल्या असत.
 [] या प्रमाणे दाखविलेली जागा अर्जुनद्वारे यांचे मालकीचे असत ती
 लगेत कलेदार यांचे वरिवाटीत जोडविलेले आहे.
 [] या प्रमाणे दाखविलेली जागा वरिवाट कलेदार यांचे मालकीचे आहे.
 अर्जुन अर्जुनद्वारे यांचे खोब जोडत आहे.
 OF या प्रमाणे जागेवर कायम खुणा असत.



समय १:५००
मोजणी कारणावर सिगिगांके
(सिगिगांके)
मोजणी दिनांक:- ५.५.२०००

EXTRACTS FOR THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD AT THE REGISTERED OFFICE OF THE COMPANY LOCATED AT 266, DR. ANNIE BESANT ROAD, WORLI, MUMBAI 400030 ON TUESDAY, 14TH FEBRUARY 2023 AT 11 AM.

ITEM NO. 9:

DAHANU PROPERTY APPEAL MATTER BEFORE HON'BLE BOMBAY HIGH COURT

The Chief Financial Officer informed the Board that the draft Consent terms, the Deed of Conveyance for Plot Nos.40 to 43, Deed of Conveyance for Plot No. 44 and the Power of Attorney for the said Plots 40 to 44 received from M/s. K. Rohit Grinders, Dahanu had been sent to the Company's Attorneys viz., M/s. Pandya & Poonawala for their approval. Ms. Bhargava, Director then tabled the said drafts before the other members of the Board for their approval. The CFO further went on to state that there now arose a need for authorization so that this transaction could be closed. The Board discussed and after advising on small minor corrections in the drafts, passed the following resolutions:

"RESOLVED THAT subsequent to the approval from the shareholders of the Company in the 17th General Body meeting held on September 29, 1999, the Company do sell to M/s. K. Rohit Grinders, Dahanu, all five plots of the Company viz., the Plot No. 40 (with the factory building), 41, 42, 43 & 44 at Vadkun, Dahanu at the revised price of Rs.1,55,00,007/- (Rupees One Crore Fifty Five Lakh and Seven only) and upon the terms & conditions mentioned and contained in the drafts of Consent terms, Deed of Conveyance and Power of Attorney tabled and initialed by the member of the Board for purpose of identification;

RESOLVED FURTHER THAT Ms. Abhilasha Bhargava Phalorh, Director failing her, Mr. K. Sudesh Kumar Acharya, Director, failing him, Mr. Umesh Kumar Radheyshyam Phalorh, Chief Financial Officer of the Company, be and are hereby singly authorized to sign the Consent terms as tabled and initialed by the member of the Board for purposes of identification and to take necessary steps to file the same before the Hon'ble High Court of Judicature at Bombay in the matter of First Appeal No.415 of 2014 and Civil Application No.1328 of 2014;

Cont/- .. Page 02

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FURTHER RESOLVED THAT Ms. Abhilasha Bhargava Phalorh, Director failing her, Mr. K. Sudesh Kumar Acharya, Director, failing him, Mr. Umesh Kumar Radheyshyam Phalorh, Chief Financial Officer of the Company, be and are hereby singly authorized to sign the Deed of Conveyance for Plot Nos. 40 to 43 and Deed of Conveyance for Plot No. 44 as tabled and initialed by the member of the Board for purposes of identification and to take necessary steps to execute the same before the appropriate authorities at Dahanu on behalf of the Company;

RESOLVED FURTHER THAT Ms. Abhilasha Bhargava Phalorh, Director failing her, Mr. K. Sudesh Kumar Acharya, Director, failing him, Mr. Umesh Kumar Radheyshyam Phalorh, Chief Financial Officer of the Company, be and are hereby singly authorized to sign and grant the Power of Attorney for Plot Nos. 40 to 43 and Power of Attorney for Plot No. 44 as tabled and initialed by the member of the Board for purposes of identification in favor of M/s. K. Rohit Grinders to enable them to complete the registration and other necessary actions on behalf of the Company;

RESOLVED FURTHER THAT the Common Seal of the Company be affixed on the Original and Duplicate engrossments of the Conveyance Deeds and the Power of Attorney in the presence of Ms. Abhilasha Bhargava Phalorh OR Mr. K. Sudesh Kumar Acharya, Directors and Mr. Umesh Kumar Radheyshyam Phalorh, Chief Financial Officer of the Company."

Certified true copy

For BEE ELECTRONIC MACHINES LIMITED



DIRECTOR

**IN THE HIGH COURT OF
JUDICATURE AT BOMBAY**

**CIVILAPPELLATE
JURISDICTION**

**FIRST APPEAL NO. 415 OF
2014**

Bee Electronics Machines Ltd.

...Appellant

Versus

M/s. K. Rohit Grinders

...Respondent

CONSENT TERMS

Dated this day of March, 2023