

Court Compelled Assent



Court Compelled Assent

**SALE DEED**  
\*\*\*\*\*

This Deed of Sale made this 17th day of  
September, 1991 between the Uttar Pradesh  
Financial Corporation, a statutory body,

*Beleky*

*Alka Mishra*

₹ 12,30,000/2 का अंश अंतरिक्षी हेतु रचना  
विषय क्रमांक 524

**भारत मातृका कायदा**

पंजीयन स्वरूप

₹ 1,78,350/2  
 क्रम संख्या (16) प्रकार 5000 + 2000 + 1000 + 200 + 100 + 50  
 नाम 35  
 पिता/पति का नाम मेरसी मुत्ताजी लक्ष्मीकांत  
 पता 39 कैंकड़ी रोड फावकगंवा  
 दिनांक 17/9/91



Subd. 4  
12.30 Lakhs

251/ 61-57 - 2621 - 400

के.सी. रत्नोगी जे.एन. रत्नोगी मोदी

कॉलेज प्रोफेसर निधि (U.P.F.C.) कागद नं. 12/5-सर्वप्रथम  
19/9/91

checktop

के.सी. रत्नोगी व-श्रीमती अलसा कायदा पत्र -

श्रीकृष्णकुल कायदा  
 नि. 7/199 कायदा  
 कागद नं. 12.30 लाख 28

पञ्चकुल गायत्री (बेहिसत प्रथम)  
 कागद नं. 9 सर्वप्रथम कागद नं. 118  
 नि. 118/442 E. कायदा 82 कागद नं. - नं. 1

checktop

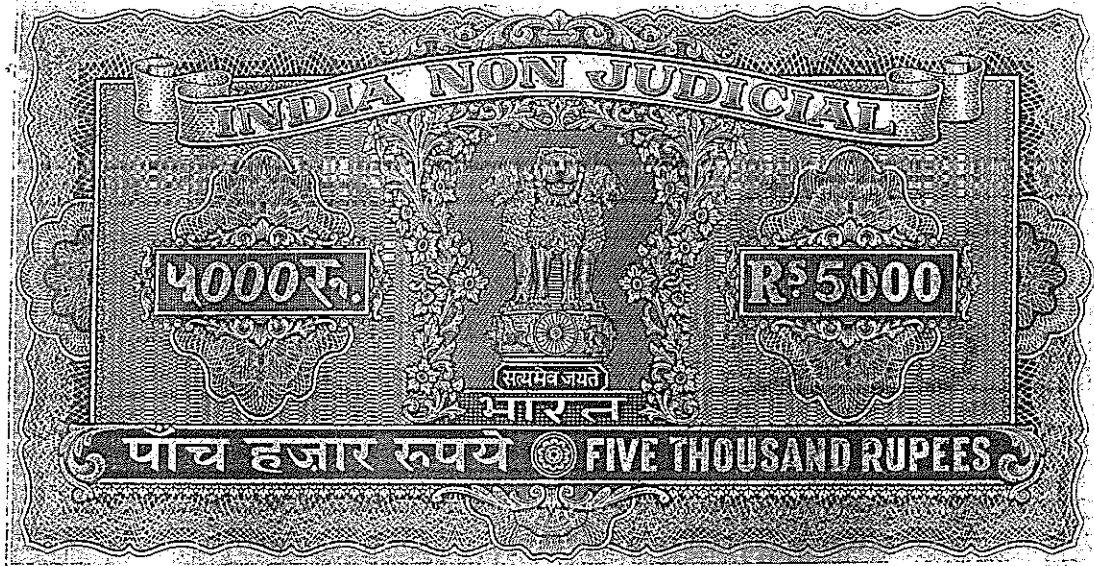
Aoka

19/9/91



MR. NO 124  
 124  
 मरणांतिक  
 नि. 118/442 E

श्रीमती अलसा कायदा पत्र  
 कागद नं. 9 सर्वप्रथम कागद नं. 118  
 नि. 118/442 E. कायदा 82 कागद नं. - नं. 1  
 19/9/91



- 2 -

incorporated under the State Financial  
Corporation Act No. 63 of 1951 and having  
its Head Office at 14/88, Civil Lines,  
Kanpur ( hereinafter called 'VENDOR')  
which expression shall unless repugnant

*heleakpi**Aeka wadhwa.*

....3

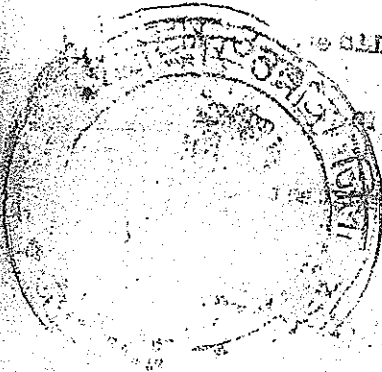
बुद्ध राजा काबुल

पत्रका स्थान

बुद्ध  
दिनांक 11/11/91 प्रकार  
नाम धार्मिक स्थान नं० 783501  
पिता/पति का नाम  
पता  
दिनांक 12/8/91



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- 3 -

to the context of meaning thereof include  
 its successors and assigns through Shri  
 K. C. Rastogi Dy. Sr. Manager ( Law )  
 authorised by the Board of Directors, of  
 the Corporation of the part.

*we last of*

*Alka wadhwa*

....4

बन्धु-समाज काठमान्डु

बन्धु-समाज काठमान्डु

पुस्तक संख्या: १७३५७  
प्राप्त: १७/११/९१  
पिता/पति का नाम: [Handwritten Name]  
पता: [Handwritten Address]

दिनांक: १७/११/९१



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- 4 -

AND M/S. MUSTANG LEATHER PRIVATE LTD.,  
a company, incorporated under Companies  
Act, 1956 having its registered office  
at 39, Factory Area, Fazalganj, Kanpur

*Refastop*

*Alka Wadhwa*

...5

**पत्र स्वामी कागज़**

पत्रांक: २०००

दिनांक: १२/११/९१

पिता/पति का नाम: १७८३५०१

पता: १७८३५०१

शहर: १७८३५०१

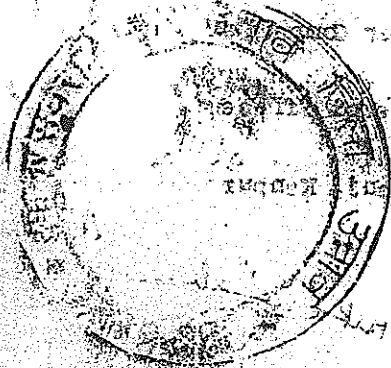
जिला: १७८३५०१

राज्य: १७८३५०१

देश: १७८३५०१



*[Handwritten signature]*





- 5 -

through its Director Smt. Alka Wadhwa,  
 w/o Shri Krishna Kumar Wadhwa P/o. 7/199,  
 Swaroop Nagar, Kanpur hereinafter called  
 'VENDEE' which expression shall unless

*belong*

*Alka Wadhwa*

...6

कानून अकादमी काठमाडौं

पत्रको स्थान

सूचना.....  
कुरा संख्या..... प्रकार.....  
नाम.....  
पिता/मति का नाम.....  
पता.....  
दिनांक.....

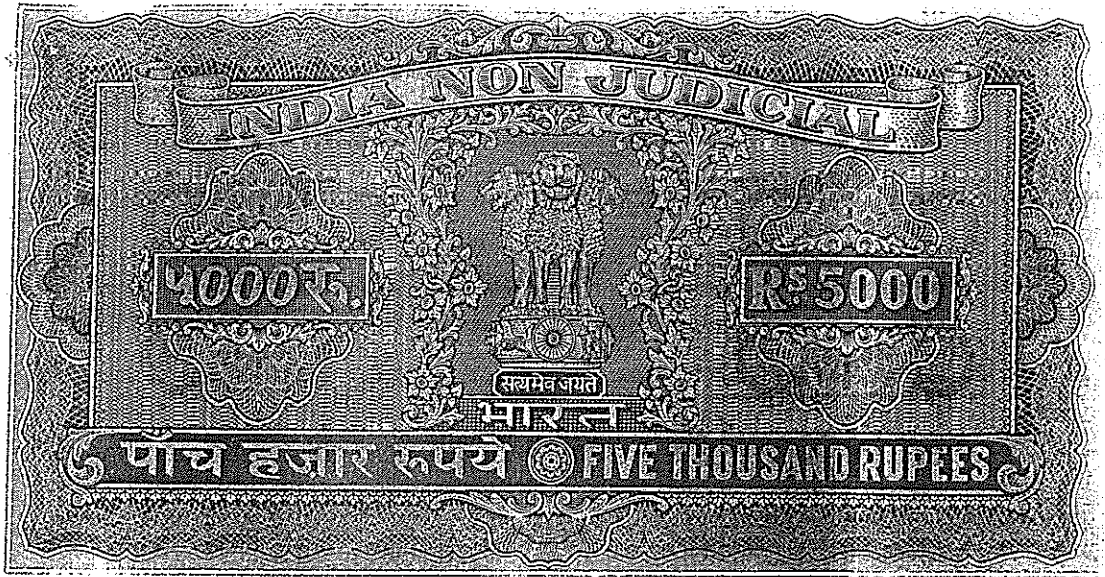
10357

17/11/91



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- 6 -

repugnant to the context or meaning  
thereof include its successors and  
assigns of the other part.

*we lastly*

*Alpha India.*

...7

सर्वर सचिवालय काठमान्डु

जनसंख्या स्थान

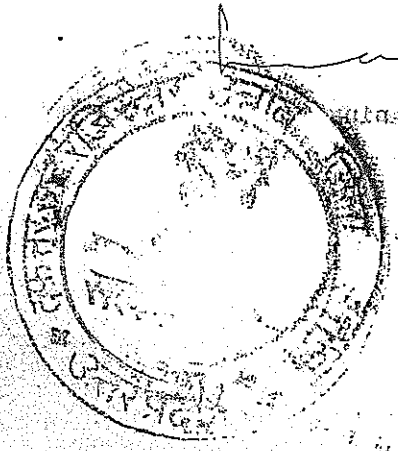
संख्या: 179

नाम: शासिक स्थान सं. 1703507

पिता/पति का नाम

पता

दिनांक 17/19/81



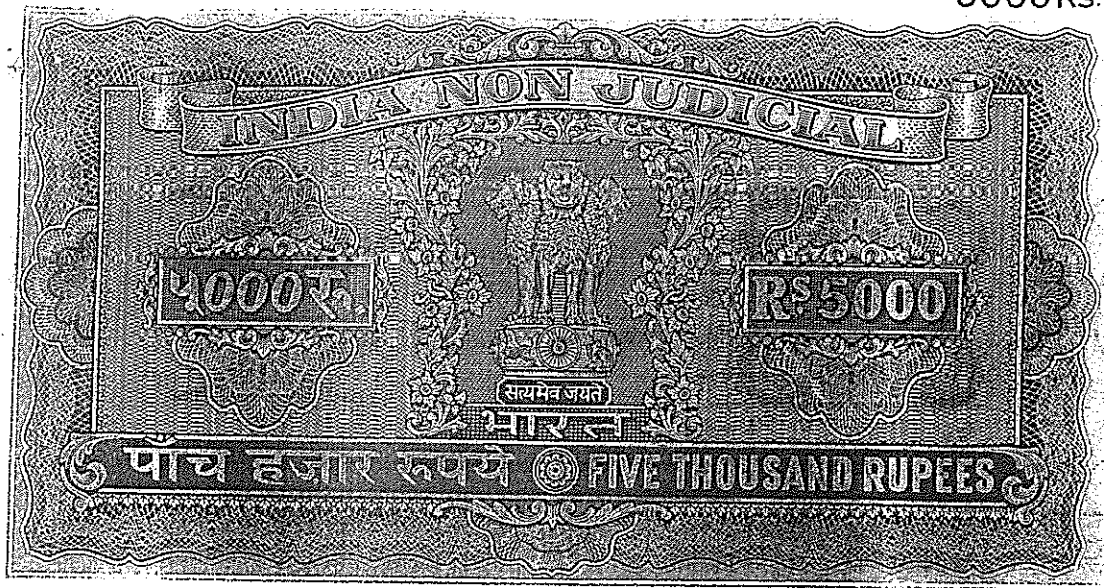
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- 7 -

WHEREAS :

- (1) M/s. Watan Tanning Industries  
 Private Limited, a company  
 incorporated under the Companies  
 Act, 1956 acting through its  
 director Smt. Kaniz Bano W/o.  
 Shri M. Khan R/o. M-29, Kakad, e,

Wakastor

Alka Wadhwa

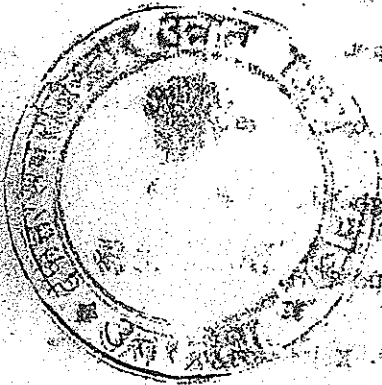
काठमाडौं नगरपालिका

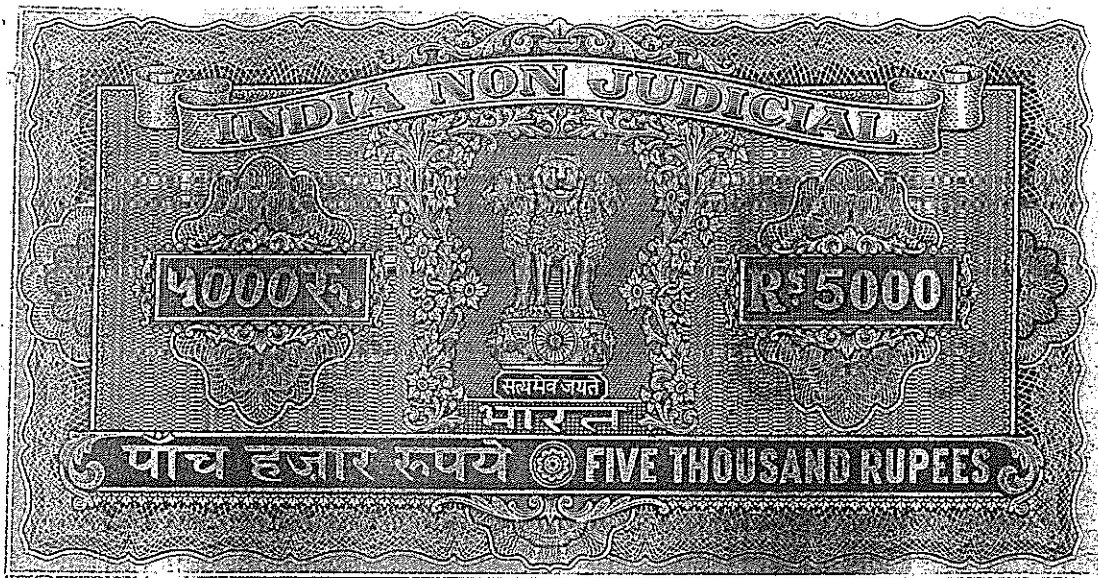
नगरपालिका कार्यालय

नाम: .....  
 पता: .....  
 दिनांक: 17/12/91



*[Handwritten signature]*





- 8 -

Kanpur hereinafter called 'the  
Borrower' and having its  
registered office at M-29,  
Kakadeo, Kanpur.

- (2) The Borrower had obtained a term  
loan of Rs. 15,59,000/- ( RUPEES  
FIFTEEN LACS FIFTY NINE THOUSAND  
ONLY ) from the vendor Uttar Pradesh

*we hereby*

*Alpha unalbo.*

....9



बिकानेर संचालना कार्यालय

घरानेचे स्थान

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.....

.....

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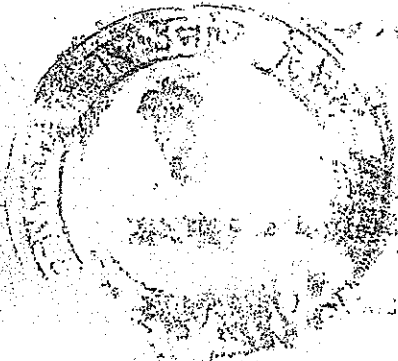
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17/9/91

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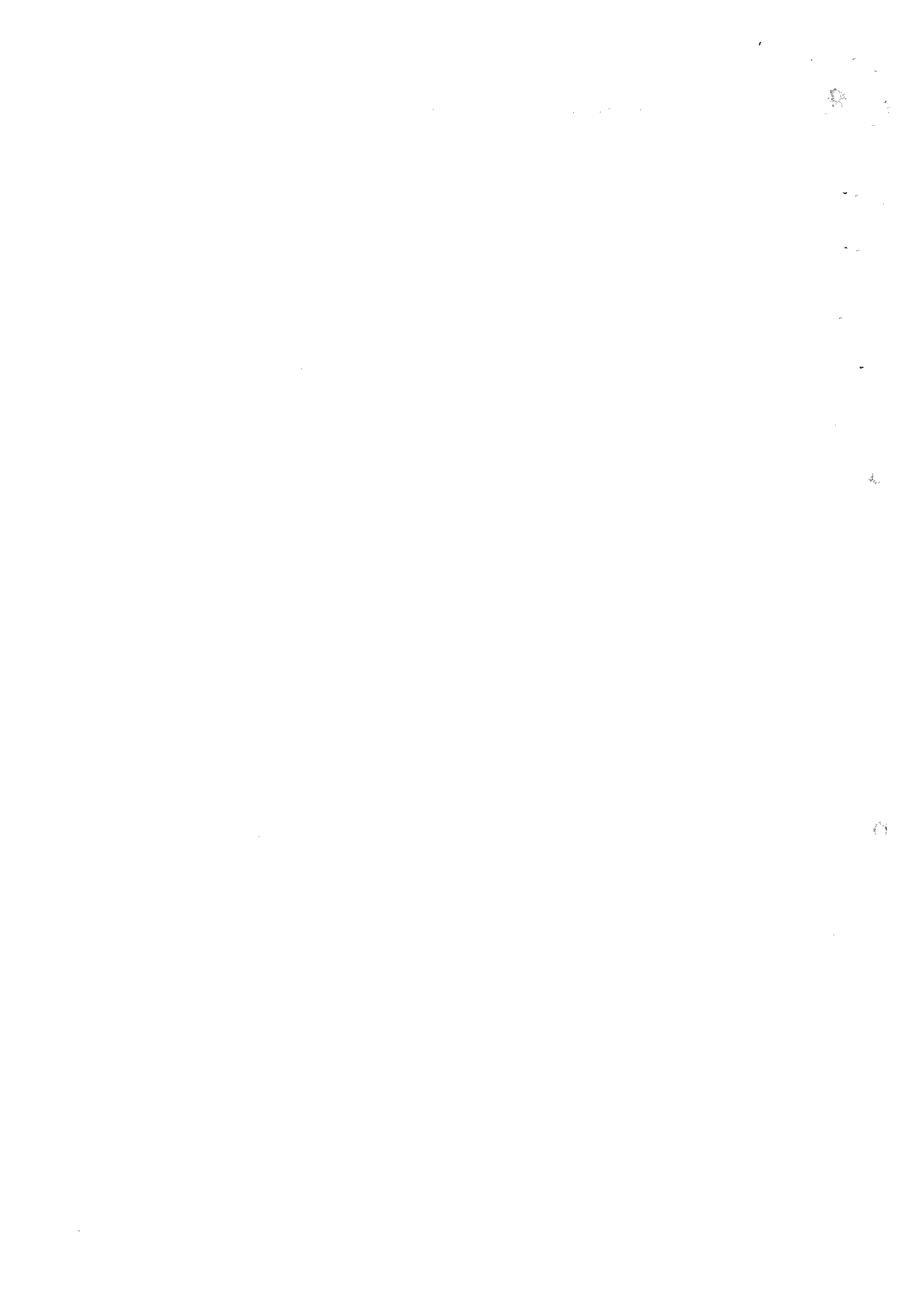
- 9 -

Financial Corporation to setup an  
 industry at Khasra No. 1506 and 1507  
 in village Magarwara, Tehsil & District  
 Unnao and in order to secure the same  
 created an equitable Mortgage on

*herewith*

*Alkawasli*

....10





- 10 -

19.6.86 by deposit of Title Deed

and executed agreement and

hypothecation dated 19.6.86.

The Borrower purchased the

premises situated in Khasra Plot

no. 1506 and 1507 in village

*wefastp*

*Alka...*

....11

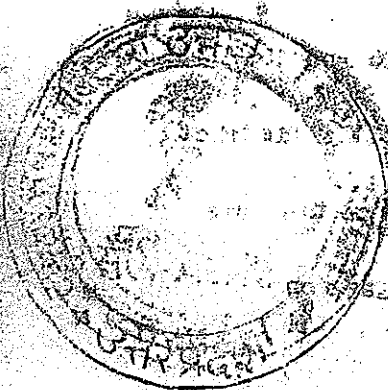
पुस्तक खजाना काठमाडौं

पुस्तक खजाना

पुस्तक संख्या: 167  
 पुस्तक नाम: ...  
 मिति: 17/9/79  
 पता: ...  
 जिल्ला: ...



1-3-



...  
 ...  
 ...  
 ...  
 ...



- 11 -

Magarwara, Tehsil & District Unnao

from the corporation vide duly executed

SALE DEED dt. 05-04-86, on deferred

sale consideration of Rs. 4,60,000/- out of

which Rs. 3,91,000/- was payable in

instalments alongwith interest thereon.

*wekashy*

*Alka wekashy*

...12

समस्त राज्यांना कावळपुर

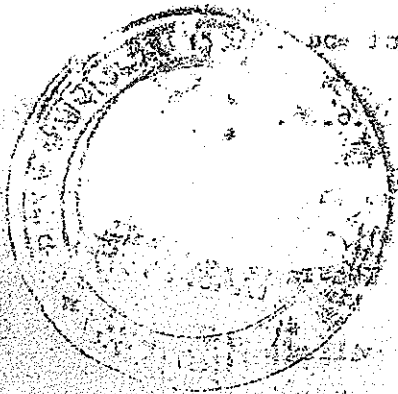
धनरत्न स्टाम्प



सूत्र.....  
कम/संख्या..... प्रकार.....  
नाम..... शालिक स्थान क्र. 1703807  
पिता/वार्ता का नाम.....  
पता.....

दिनांक 13/9/91

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- 12 -

(3) The borrower for one reason or the other could not repay the said loan and deferred liabilities together with interest and other charges to the Uttar Pradesh Financial Corporation as per schedule of

*U.P. Financial*

*Aepa...*

... 13

बिहार राजधानी काठमान्डु

पत्रिका संख्या



किस प्रकार का पत्रिका संख्या 17  
नाम .....  
पिता/पति का नाम .....  
पता .....

170388

दिनांक 17/9/91

*[Handwritten signature]*





- 13 -

repayment mentioned under the terms  
of mortgaged documents. The Corporation  
had accordingly initiated recovery  
proceedings under the provisions of  
section 29 of SFCR Act No. 63 of 1951

*we lastly*

*Alka*

...14

राष्ट्रिय राजधानी काठमाडौं

संस्था-संख्या

नाम  
पिता/पति का नाम  
पता



170388/

19/9/99



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- 14 -

( CENTRAL ACT.) and in exercise of  
 its power under the said section 29  
 of the SFC Act, 1951 decided to take  
 over the physical possession of the  
 said unit and to retransfer the land

*relasby*

*Alka*

...15

सर्वोच्च न्यायालय

पत्राचार स्थान

दिनांक

क्रमांक

नाम

पिता/पति का नाम

पता

विषय

17/9/91

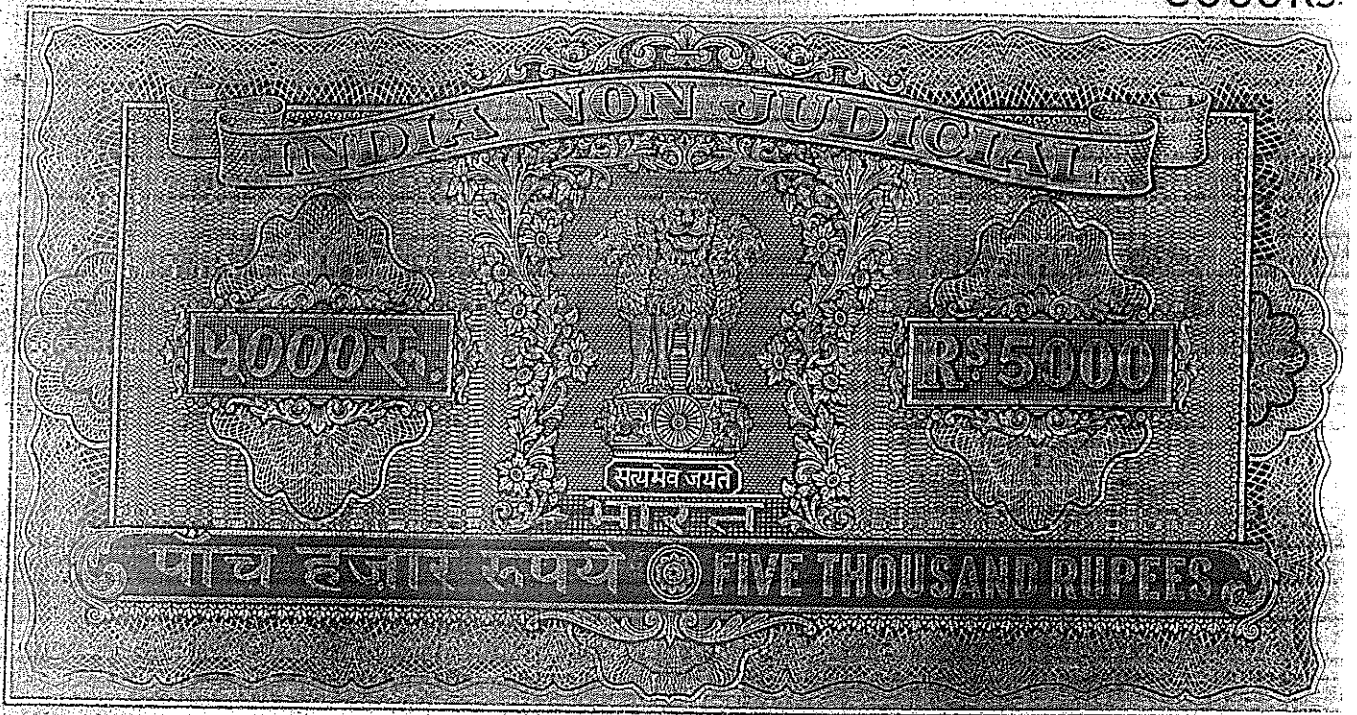
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- 15 -

& Building of the said industrial  
concern namely M/s. Water Tanning  
Industries Private Limited situated  
at Plot No. 1506 and 1507 in village  
Magarwara, Tehsil & District Unnao

*uekasoz*

*Alka...*

... 16

पुस्तक सजावटी कार्यालय

पुस्तक सजावटी कार्यालय

पुस्तक संख्या: 1783507

नाम: [Handwritten Name]

पिता/पति का नाम: [Handwritten Name]

पता: [Handwritten Address]

दिनांक: 17/9/91



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- 16 -

in favour of vendee. M/s. Mustang  
Leather Private Limited, in  
consideration for a sum of  
₹. 12,30,000/- (Rupees Twelve lacs  
thirty thousand only).

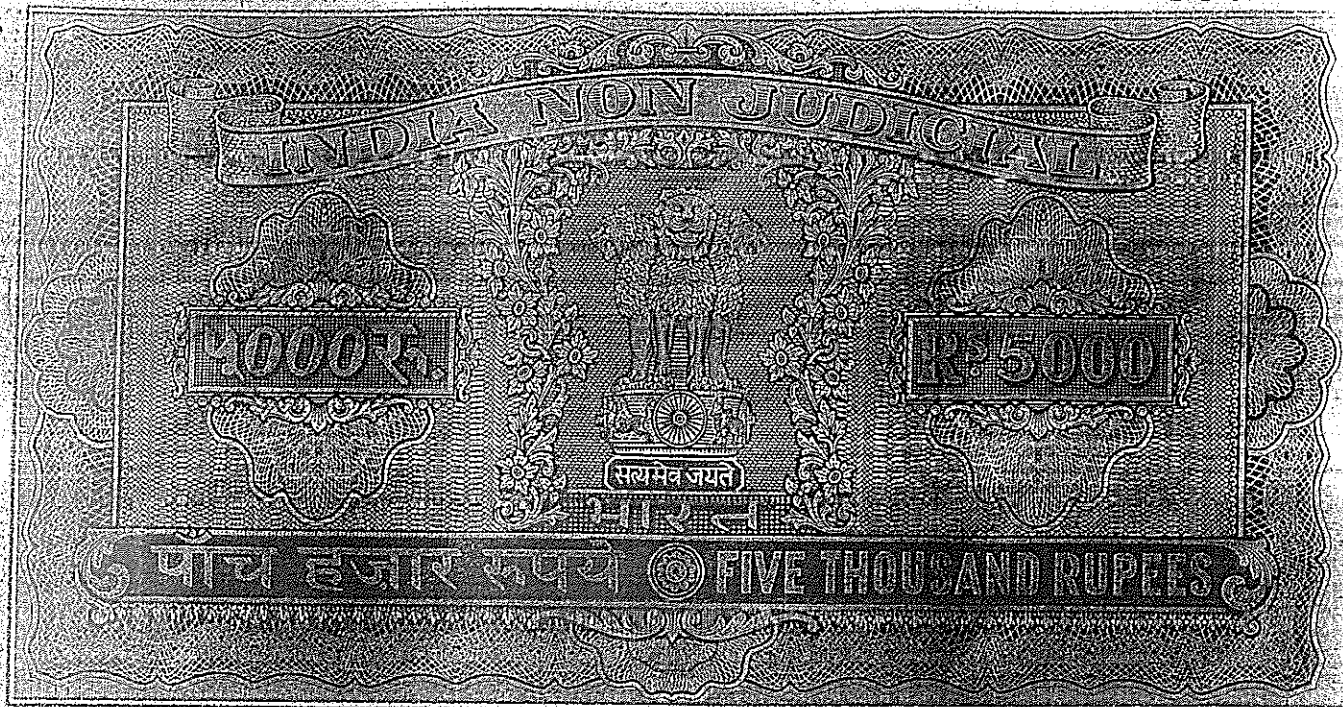
(4) It was agreed between the Vendor and  
the Vendee that the former will sell

*Vendor*

*Alka Wadhwa*

...17





- 17 -

and later will purchase the entire mortgaged properties together with the free hold land, building, on as is where is basis more specifically stated in the schedule attached herewith the sale deed.

*Wesley*

*Aeta walka.*

.....18

सत्य संजाना कागज

पत्रक स्तम्भ

सूत्र

कम संख्या प्रकार

नाम

पिता/पति का नाम

पता

दिनांक

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- 4 -

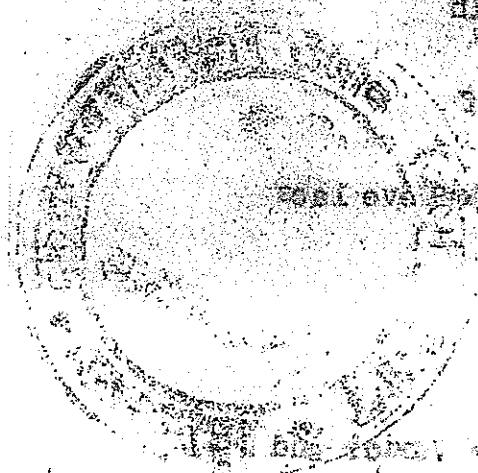
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पुस्तक संख्या 12/8/89

पुस्तक संख्या 12/8/89

पुस्तक संख्या 12/8/89

पुस्तक संख्या 12/8/89



पुस्तक संख्या 12/8/89

पुस्तक संख्या 12/8/89

पुस्तक संख्या 12/8/89



- 18 -

NOW THIS DEED WITNESSES AS UNDER :

- (1) In pursuance of the said Agreement and in consideration of a sum of Rs. 12,30,000/- (Rupees Twelve lacs thirty thousand only) paid by the vendee to the Vendor, therecept of

*hefeshy*

*Alpa madha.*

...19

बनारस राजधानी काठानपुर

जनरल स्टाम्प

मूल्य .....  
जन्म सूचना..... प्रकाश

नाम..... साहित्य स्थान सं. 1788-581

पिता/पति का नाम.....  
वृत्त.....

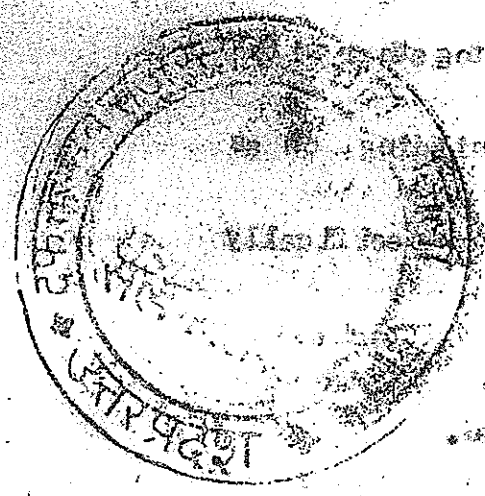
पिंजरा.....

17/18/19



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and later will purchase the...



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- 19 -

which the Vendor do hereby acknowledges,  
 the Vendor do hereby sell and transfers  
 in favour of the Vendee M/s. Mustang  
 Leather Private Limited, All its rights,  
 title and interest in the properties

*Werasop*

*Aepa Waltha*

...20

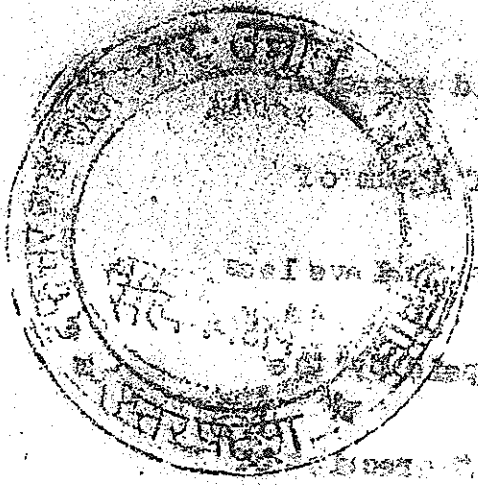
सुभाष चन्द्र बोस  
संस्थापक अध्यक्ष

नाम: .....  
पिता/पति: .....  
वर्ग: .....  
दिनांक: 15/09/1971



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FOR THIS DEED IN WITNESS WHEREOF



in presence of witnesses

to be read in the presence of

the witnesses

and the witnesses

shall be read in the presence of

the witnesses



- 20 -

described in the schedule attached  
 hereto at Annexure 'I' as a rightful  
 owner of the property in question  
 and being a mortgagee under the  
 mortgage deed dated 19.6.86 to

*welesty*

*Aeka wadha.*

...21

बिहार सचिवालय काठमान्डू

प्रकार का स्थान

पुस्तक संख्या: 10838

नाम: [Handwritten Name]

पिता/पति का नाम: [Handwritten Name]

पता: [Handwritten Address]

दिनांक: [Handwritten Date]



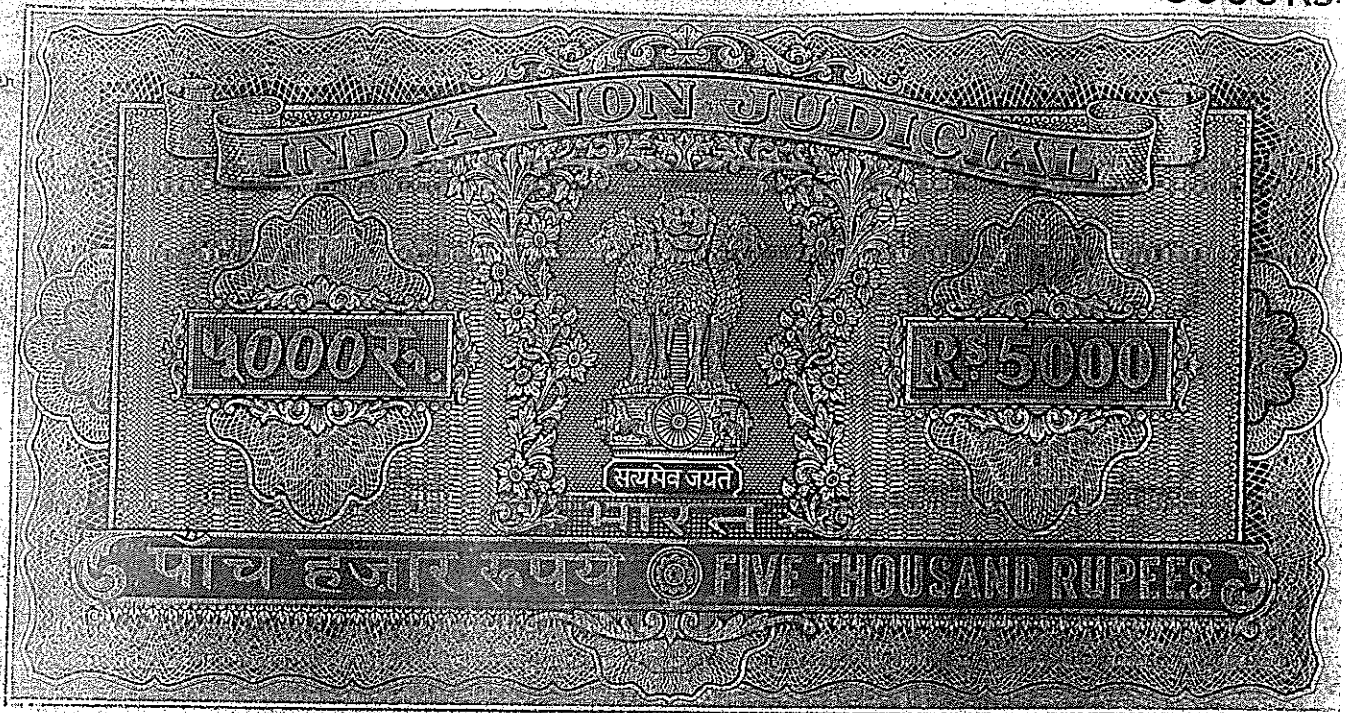
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1991

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02...



- 21 -

which the borrower hitherto was  
owner together with all construction  
standing thereon, and all essential  
rights.

- (2) That on and from the date of execution  
of these presents the Vendee shall become  
the owner of the property bearing Khasra

*we Resolves*

*Aeka wadhwa*

सर्वोच्च न्यायालय

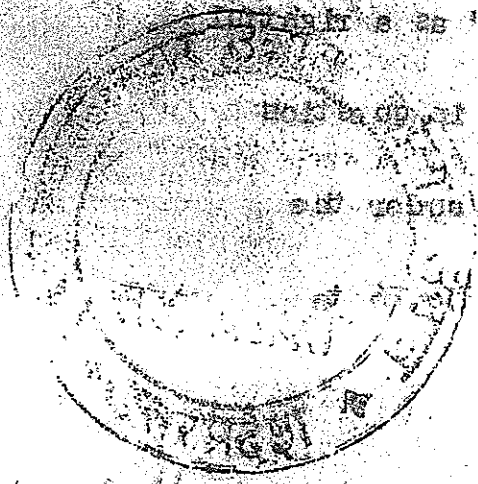
पुणे स्टेशन

नाम: .....  
 पता: .....  
 पिता/पति का नाम: .....  
 पेशा: .....  
 दिनांक: .....



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- 22 -

no. 1506 and 1507 alongwith construction  
standing thereon situate in village  
Magarwara Tehsil & District Unnao  
specifically described in the schedule  
attached hereto as owner thereof.

*weRastax*

*Asha wadhwa.*

...23



**जन सेवा योजना कार्यालय**  
जनसंरक्षण विभाग

नाम: .....  
जन्म तिथि: .....  
पता: .....  
विवरण: .....

120387

12/19/91

.. 15 ..

*[Handwritten signature]*



.....



- 23 -

(3) That the Vendor do hereby confirm that on and from the date of a execution of these presents, the borrower and the Vendor shall have no rights, title and interest in the said properties as

*releases*

*Alexander*

.....24



भारत सरकार

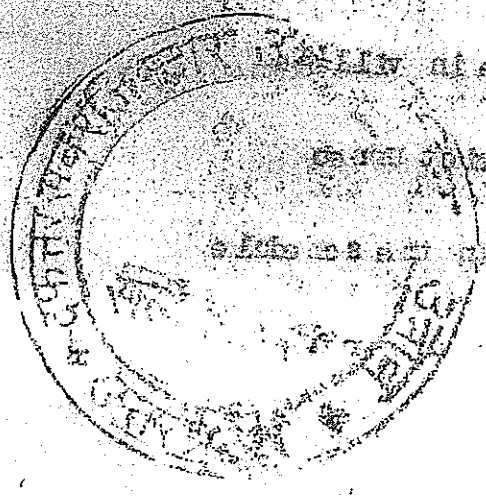
प्रधान मन्त्री

कुल...  
जन्म मिति...  
पिता/पति का नाम...  
पता...  
विशेष...

- 22 -

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संख्या १०८१/१९५१



विशेष...  
पता...  
विशेष...

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२२...



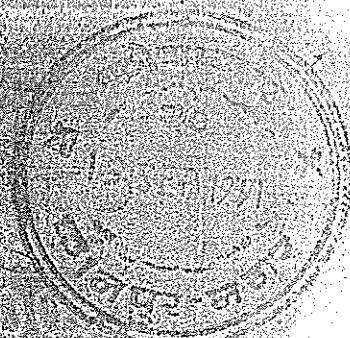
- 24 -

mentioned in the schedule 'I' attached  
hereto and the Vendee acquires good  
marketable title over the said property,  
to which the borrower had hitherto  
possessed.

*wekshy*

*Alpa wadha.*

...25



भारत सरकार

भारत सरकार

प्राप्त दिनांक: 12/8/51  
पत्रांक: 120387  
विभागाध्यक्ष, भारत सरकार

12/8/51

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भारत सरकार

(6)

भारत सरकार



भारत सरकार

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भारत सरकार

भारत सरकार



- 25 -

- (4) That the Vendor is executing this deed in exercise of its powers under the terms of the Deed of mortgage dated 19.6.86 and also in exercise of its power u/s 29 of State Financial Corporation Act, No. 63 of 1951 ( Central Act ) as

*he/she*

*As per ...*

....26

सर्व सचिवालय कार्यालय

संयोजक कार्यालय

नाम .....  
पता .....  
पिता/पति का नाम .....  
व्यक्तिगत पता .....

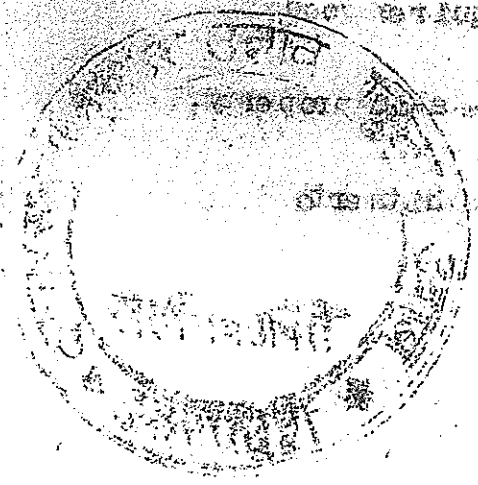
संयोजक संख्या 1203801

दिनांक 12/11/2014



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संयोजक संख्या 1203801  
संयोजक संख्या 1203801  
संयोजक संख्या 1203801  
संयोजक संख्या 1203801



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- 25 -

rightful owner and mortgagee under  
the Deed of Mortgage dated 19.6.86  
without intervention in any manner  
by the borrower/Court.

*we refer*

*Aet...*

.....27



संस्कृत संस्थानां संस्थापना

संस्थापना संस्था

पता: 12/388  
पिता/पति का नाम: [Handwritten Name]

- 25 -

[Handwritten Signature]

संस्थापना संस्था (2)

संस्थापना संस्था

संस्थापना संस्था

संस्थापना संस्था



संस्थापना संस्था

संस्थापना संस्था

[Handwritten Signature]



- 27 -

- (5) that the Vendor do hereby confirm  
 that the property transferred  
 through this sale deed in favour of  
 the Vendea is free from all charges  
 or encumbrance.

*Wefastop*

*Alka walha*

...28

भारत स्वतंत्रता आन्दोलन

संस्था का नाम

पता: [Handwritten address]

शहर: [Handwritten city]

राज्य: [Handwritten state]

दिनांक: [Handwritten date]

संख्या: [Handwritten number]

1203802

[Handwritten signature]



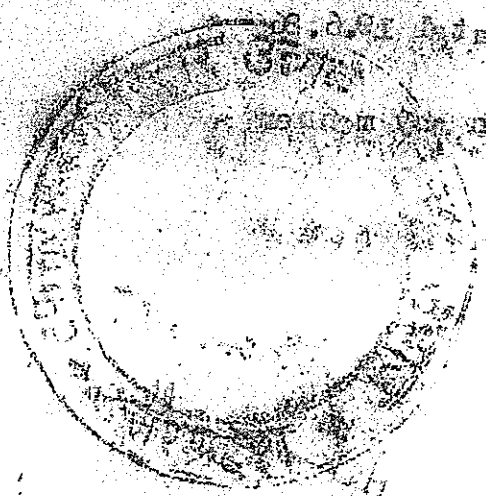
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[Faint text below signature]

[Faint text below signature]



[Faint text at the bottom]



- 28 -

(6) That the Vendor do hereby hand over physical and vacant possession of the property in question and the Vendeo has obtained it from the

*he last*

*Alka Wadhwa*

....29

भारत सरकार का पत्र

संख्या: 19/19/77

दिनांक: 19/19/77  
पिता/पति का नाम: [Handwritten Name]  
पता: [Handwritten Address]



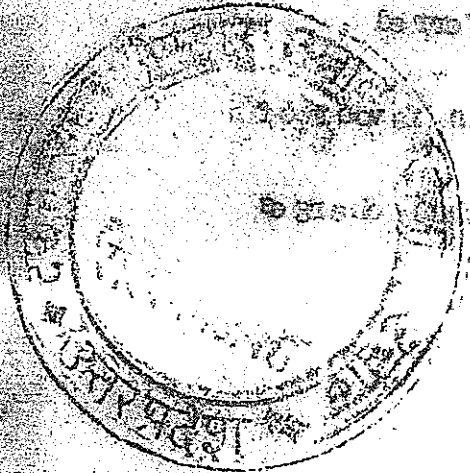
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- 29 -

Vendor and is fully entitled to

enjoy it for industrial purposes.

- (7) All the statutory liabilities ( present  
& future ) including the liabilities  
in respect of rates, rents, taxes

*wekasop*

*Alka wedha*

....30

**भारत सरकार**  
**आन्ध्र प्रदेश**  
 नाम: .....  
 पता: .....  
 दिनांक: .....  
 17/9/91



- 88 -

*Handwritten signature*

That the vector of ... (0)

... and ...



6 \*\*\*



and dues of UPSB, Municipality and other local authorities etc. in respect of the said property shall be payable by the Vaidee.

*we/astor*

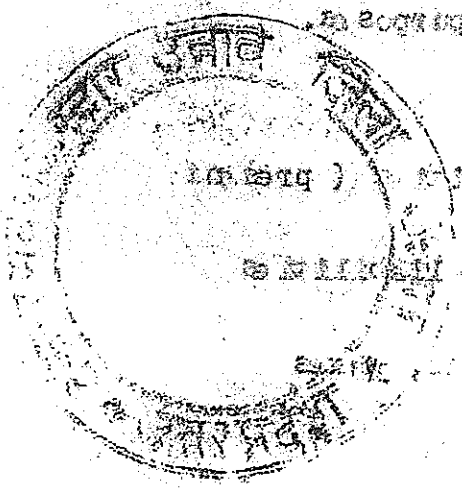
*Alka Wadhwa*

**राज्य स्वीकारा कागजात**  
 राजस्व खाता  
 नाम: श्री. राजेश कुमार  
 पता: ...  
 निता/पति का नाम: ...  
 मता: ...  
12/11/19



- 45 -

...



08...



(8) That all cost, charges and expenses relating to stamp duty chargeable on these presents and its registration shall be borne by Vendee.

*hefastop*

*Alpa Wadhwa*

बिहार सरकारी कागज़

कारखाने कागज़

क्रमांक.....  
दिनांक.....  
प्राप्तकर्ता.....  
पता.....



1783821

1783821

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- 32 -

In witness thereof the said vendor  
and vendee have set their hands to this  
deed on the day, month and in the year  
first above mentioned.

*Alpa Wadhwa*

( VENDOR )

*K. C. Rastogi*

( K. C. RASTOGI )

FOR AND ON BEHALF OF UTTAR PRADESH  
FINANCIAL CORPORATION.





- 33 -

WITNESSES1. Awasthi

( S. P. AWASTHI )

AG - I

Uttar Pradesh Financial

Corporation C - 5,

Sarvodaya Nagar, Kanpur.

Alka Wadhwa

( ALKA WADHWA )

FOR AND BEHALF OF M/S. MUSTANG  
LEATHER PRIVATE LIMITED.

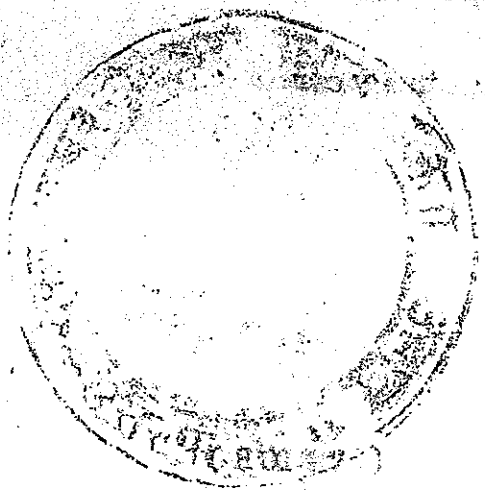
( VENDEE )

Wadhwa



भारत सरकार  
 भारत स्तम्भ  
 क्रम संख्या: 1703807  
 नाम: 1703807  
 पिता/पति का नाम: 1703807  
 पता: 1703807  
 निवासी: 1703807

*Handwritten signature*





- 34 -

2. \_\_\_\_\_

( MOHD. LARAIB SIDDIQUI )

AG - II

Uttar Pradesh Financial

Corporation, C - 5,

Sarodaya Nagar, Kanpur.

Aaka waha.

nehasya

...35

बुद्ध समाज काठमाडौं

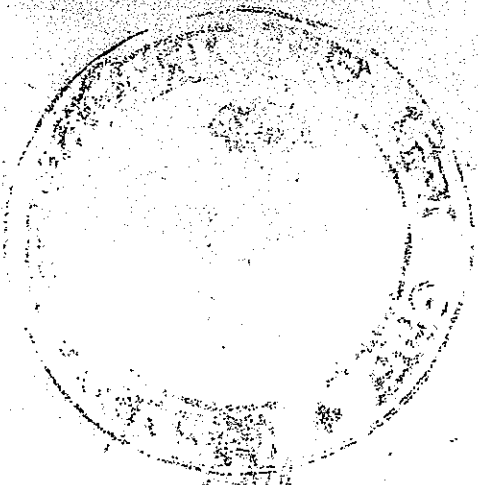
पत्रक स्टाम्प

पुस्तक संख्या: 17  
पिता/सति का नाम: 1703887  
वत



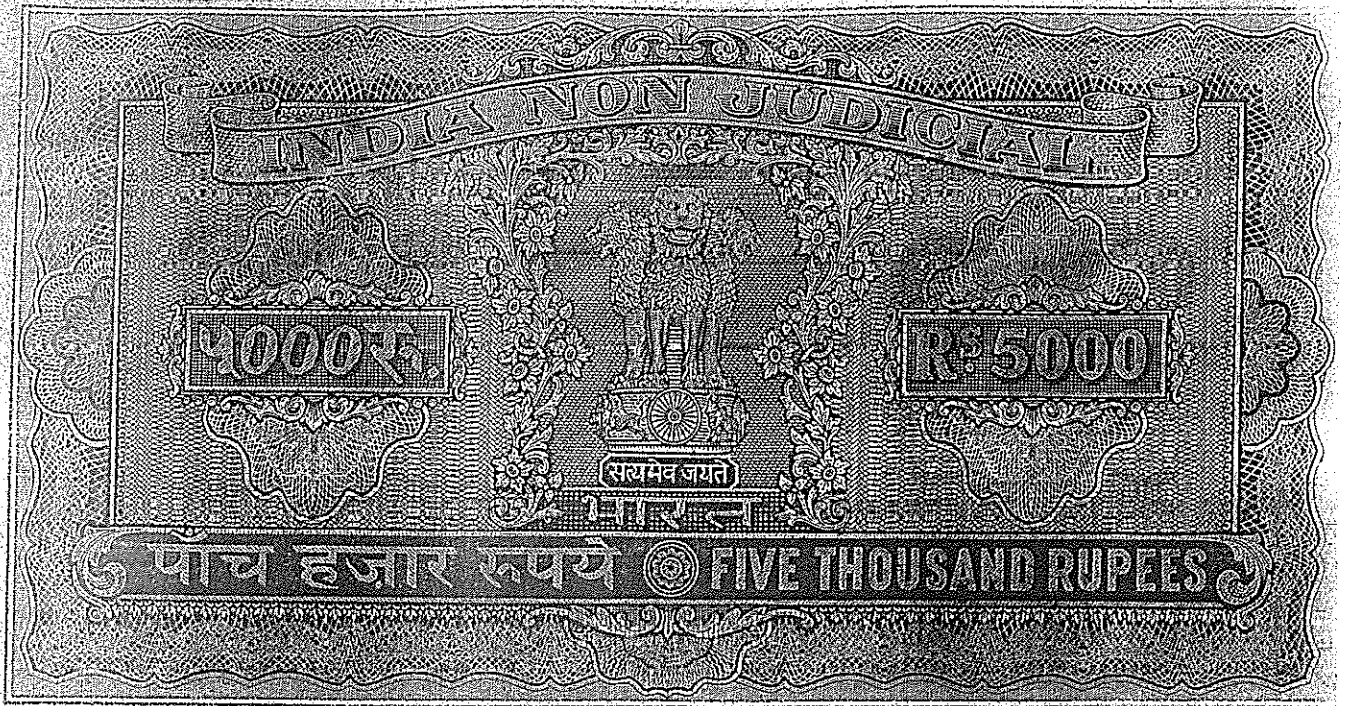
17/9/91

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FOR THE BOARD OF DIRECTORS

SECRETARY



- 35 -

ANNEXURE - 'I'

( SCHEDULE OF PROPERTY SOLD TO VENDEE )

All the free hold rights in that piece

*Verasth*

*Alpa*

....25



बजर खजाना छायापुर

पुनरुप पत्र

दिनांक: 13/09/91  
पिता/परिवार: 170388

17/9/91



पुनरुप पत्र

पुनरुप पत्र

पुनरुप पत्र

17/9/91

३३...



- 36 -

or parcel of land bearing Khasra

Plot No. 1506 and 1507 admeasuring

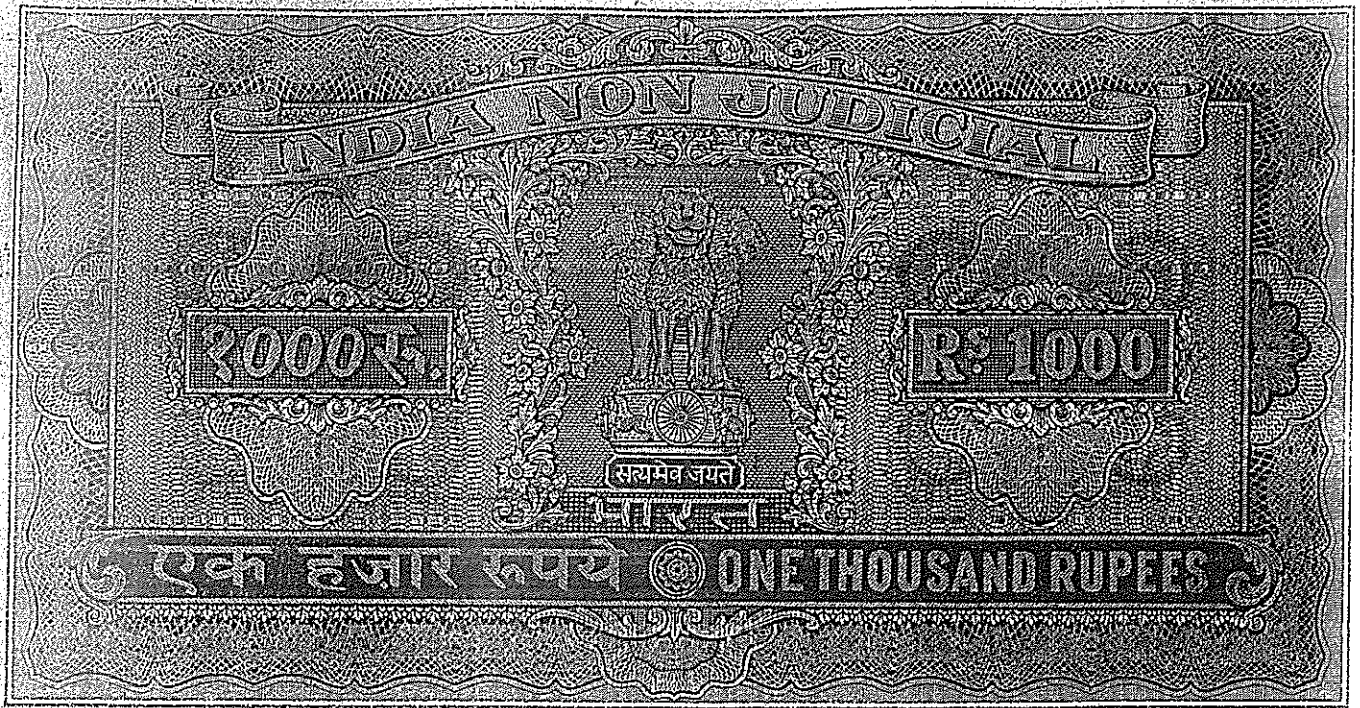
3 bigha 3 Biswa 16 biswansi situated

*hekarlozi*

*Alpa wadha*

.....37





- 37 -

in village Magarwara, Teasil

& District Unhao and bounded

as under :-

*he Rashty*

*Aka woodha.*

...38



पर खजाना कार्यालय

प्रकरण क्रमांक

नाम  
पिता/पति का नाम  
पता  
दिनांक

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Handwritten number: 17/8/1974

\* \* \*

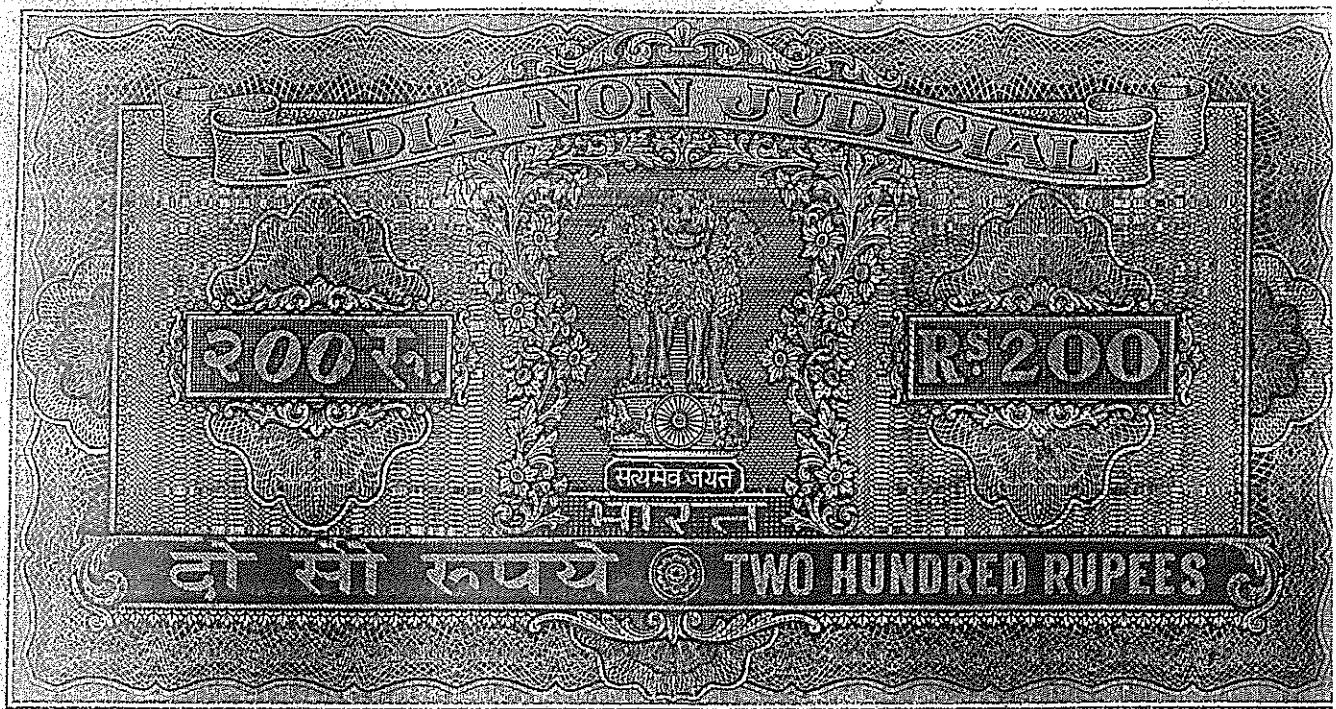


of the Government of India

Plot No. 1803 and 1804

3 digits 3

1803



- 38 -

On the north by :- Plot of Shri Raj Narain  
 Mahotra, Raghbir Singh  
 & others.

On the south by :- Plot of Shri Suraj Pal Singh

On the east by :- Nala

On the west by :- Lucknow - Kanpur Road.

*W. K. Singh*

*Alpa Wadhwa.*



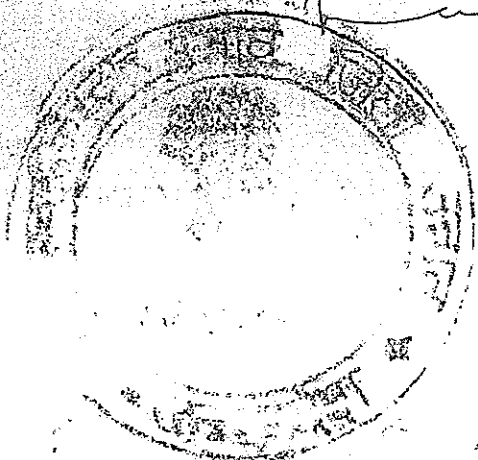
सदर खजाना काठमान्डू

पत्रिका स्थान

सं. 14  
दिनांक 17/09/91  
पत्रिका/पत्रिका का नाम  
पता  
शहर

170350

17/09/91



Patna

Patna



- 39 -

together with all the construction  
standing thereon and also together  
with fixtures, fittings, tubewells

*hekasloj*

*Alka wadha.*

.....40



**काजपुर नगरपालिका काजपुर**

वनरक्ष कार्यालय

सूचना संख्या.....

क्रमांक..... १७०३८८

नाम.....

पिता/पति का नाम.....

पता.....

दिनांक.....

१७/११/९१

*[Handwritten signature]*

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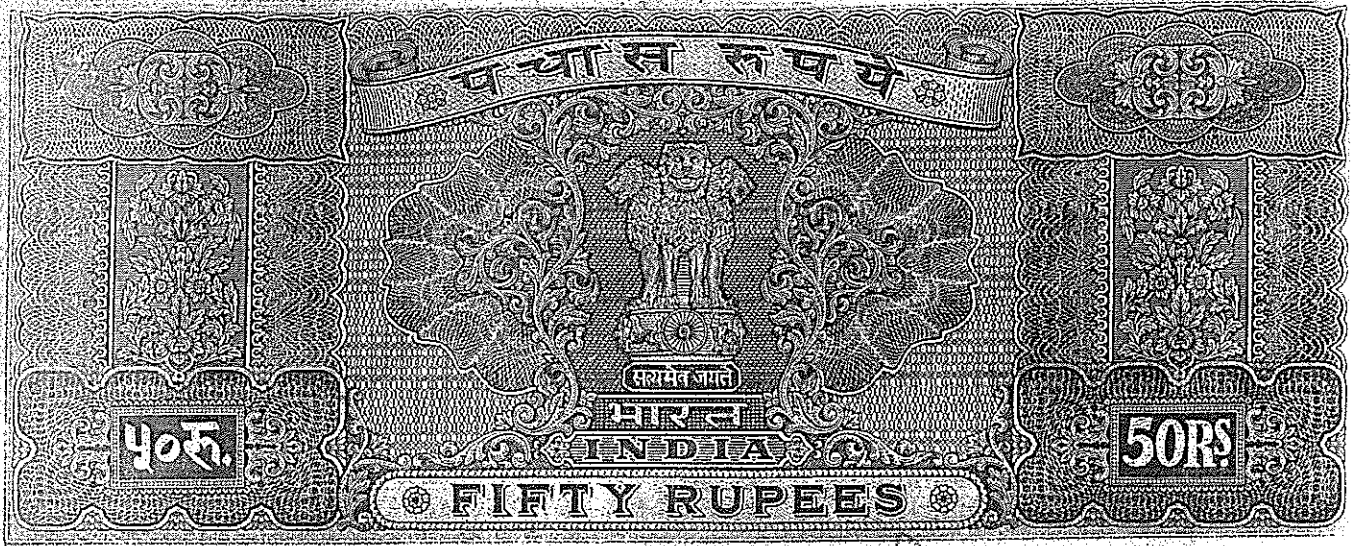
कोषागार, काजपुर, नगरपालिका, काठमाडौं

*[Handwritten signature]*



काजपुर नगरपालिका, काठमाडौं

काजपुर नगरपालिका, काठमाडौं



- 40 -

and other things attached  
thereto.

*Alka Wadhwa*

Drafted by me :-

*Wadhwa*

*Wadhwa*

Typed by me :- S. D. KASHYAP, L. NO. 31,

*S. D. Kashyap*  
Court Compound, Kanpur.

... 41

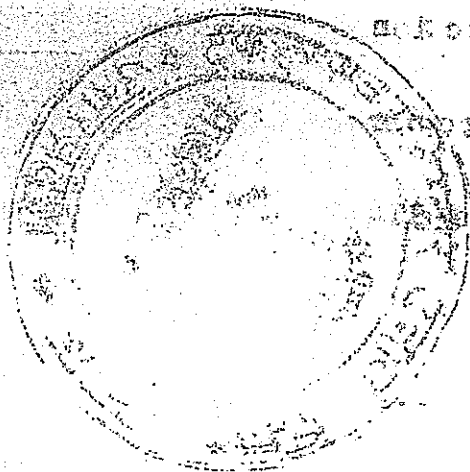


राजस्थान सरकार  
जयपुर

पुस्तक संख्या: 128387  
दिनांक: 17/8/91

17/8/91

*Handwritten signature*



राजस्थान सरकार  
जयपुर

of civil works  
already

= 41 =

DETAILS OF BUILDING

Three work sheds having total covered area of 916  
sq. meters out of which covered area of 651 sq. meters  
was constructed in 1973 and covered area of 265 sq.  
meters was constructed in 1985. The construction is  
in brick work with A.C.C. sheet roofing and partly in  
R. B. roofing, on Khasra Plot No. 1506 and 1507 in  
village Magarwara, Tehsil & Distt. Unnao.

keestop

Alka Wadhwa

7830-

सर एका गड सि लीख रुपय ६

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लीन एका एड सि एकर रुपय ११४

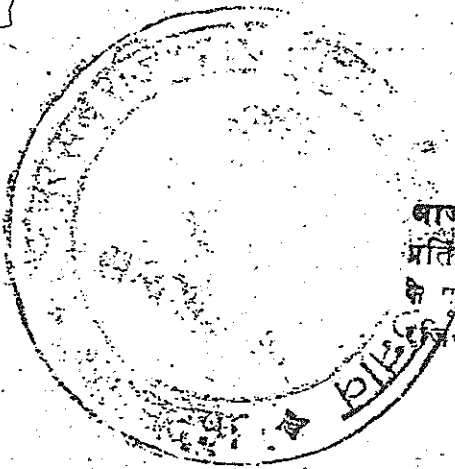
दस्ता

दस्ता लेख संख्या

Serial No..... 9

15-1-92 S.B. ONH 80





बाज दिनांक 2.11.91

प्रति पत्र संख्या १

के संख्या 125-276

रिस्ट्रिक्ट किया गया।

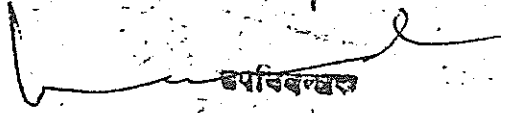
को फोटो स्टेट

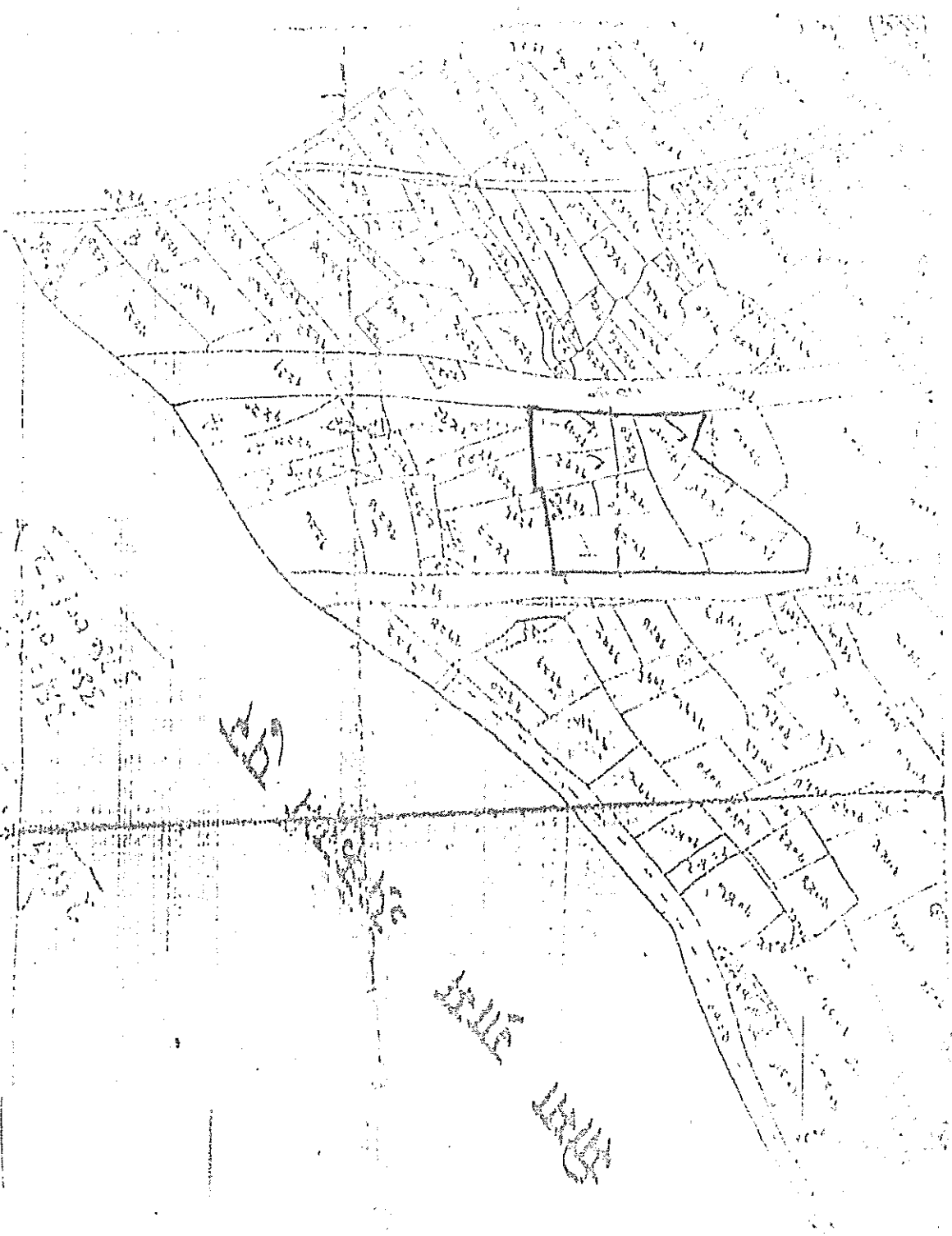
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पर क्रम संख्या

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Small handwritten mark.

Small handwritten mark.

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Handwritten mark resembling a stylized 'C' or a similar symbol.

सीमा ग्राम

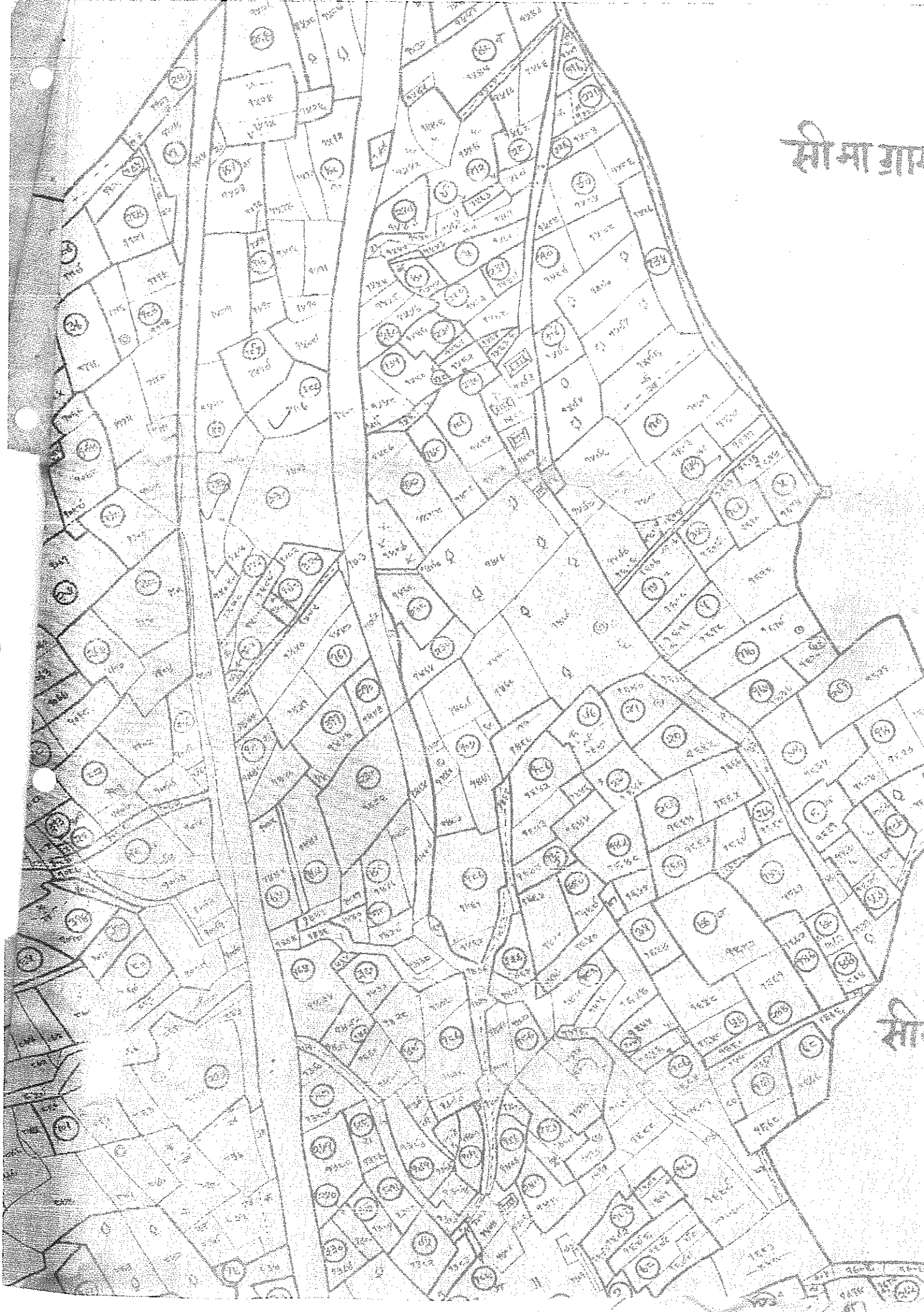


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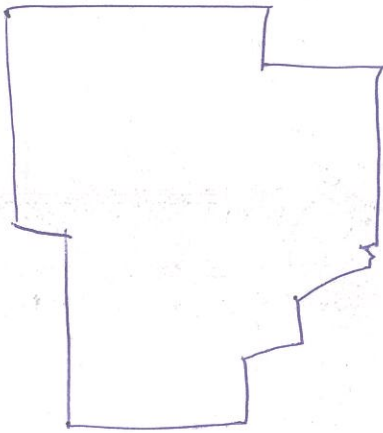
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@ 4/6 = 66  
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सीमा गाव



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