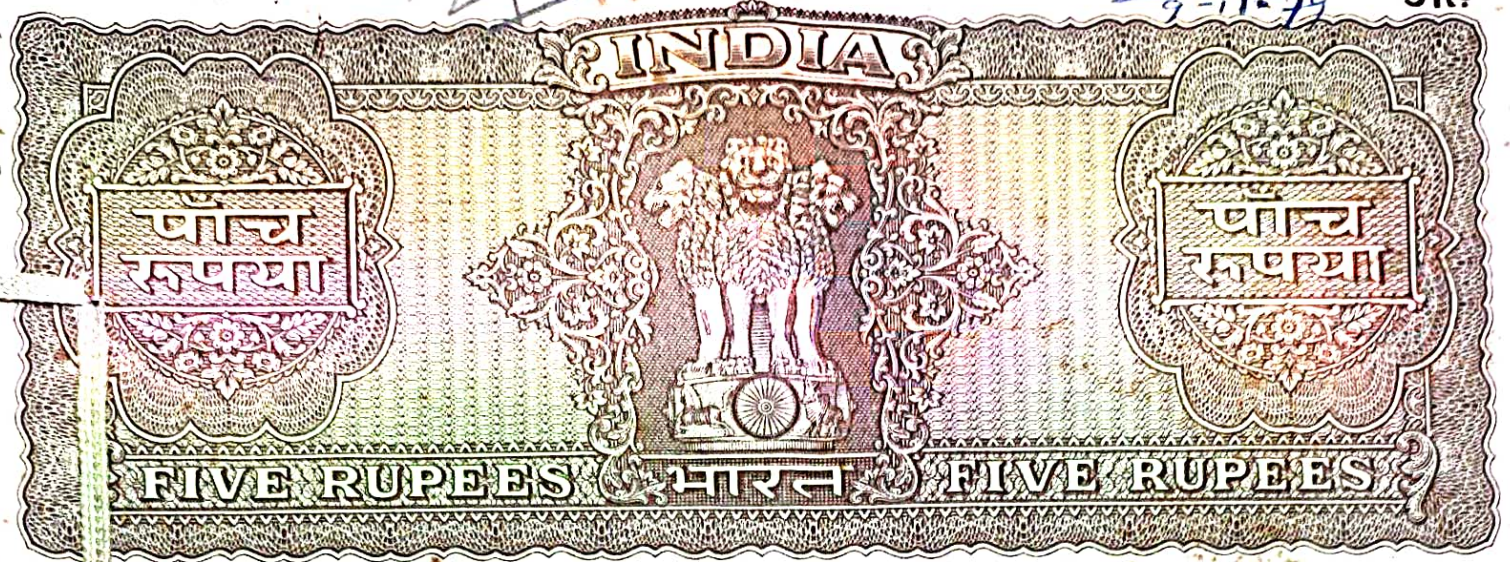


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16 DEC 1976
Issued to Maharashtra S: F. Corporation,
New/State Capital of 8440000

Extra 1 copy

16-12-76

Mr. M. M. M.

26-4

THIS INDENTURE made at BOMBAY this 5th day of April ~~January~~ One thousand nine hundred and seventy-seven ~~six~~ BETWEEN THE MAHARASHTRA STATE FINANCIAL CORPORATION, a Statutory Corporation established for the State of Maharashtra under the State Financial Corporations Act, 1951 (LXIII of 1951) as reconstituted from the former Bombay State Financial Corporation pursuant to a Scheme of Reconstitution of that Corporation certified by the Central Government under a Notification No.F.6(12)Corp/60 dated the 14th day of August 1962 issued under Section 70 of the Bombay State Reorganisation Act, 1960 and having its Head Office at Bombay hereinafter called "THE CORPORATION" (which expression shall include its

The Maharashtra State Co-op. Marketing Federation Ltd.,
23 OCT
Bombay-5,
Despatch Dept.

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successors and assigns wherever the context or meaning shall so require or permit) of the One Part AND THE MAHRASHTRA STATE CO-OPERATIVE MARKETING FEDERATION LIMITED, a Co-Operative

Society registered under the Bombay Co-Operative Societies Act, 1925, and having its Registered Office ~~at Bombay~~ at Kanmoor House, Narsi Natha Street, Bombay-400-009 hereinafter called "THE PURCHASER" of the Other Part :

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WHEREASD by an Indenture of Mortgage dated the 26th day of March 1962 (hereinafter called "the said Mortgage") and made or expressed to be made between Saaza Bicycle Industries (India) Limited, a limited company incorporated and registered

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under the Companies Act, 1956 (No. I of 1956) and having its Registered Office at Haji Mansion Camp Amravati, Vidarbha, Maharashtra State therein and hereinafter called "the Mortgagor Company" of the First Part, Abbasali Abdeali Haji, Borah Inhabitant residing at Amravati therein called "the Mortgagor" of the Second Part, Abbas Ali Abdeali Haji carrying on business in the name and style of Messrs. Abbasali Abdeali Haji and Sons at Amravati therein called "the Managing Agent" of the Third Part and Bombay State Financial Corporation, the Predecessor of the Corporation then established for the Old Bombay State under the State Financial Corporations Act, 1951 (LXIII of 1951) and having its Head Office in Bombay (therein called "the Corporation") and hereinafter called "the Predecessor Corporation") of the Fourth Part in consideration of the loan of Rs.2,50,000/- (Rupees Two lakhs fifty thousand only) granted by the Corporation to the Mortgagor Company, the Mortgagor Company did COVENANT to repay the said amount at the rate of interest, by the instalments and on the terms and



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conditions in the said Mortgage contained and for the consideration aforesaid the Mortgagor Company and the Mortgagor of the Second Part did assign and assure UNTO the Corporation all that the land and hereditaments together with all the buildings messuages and tenements held by the Mortgagor Company and situated at Amravati B-adnera Road in the Village Nimbhora Khurd within the Registration Sub-District of Amravati Camp District Amravati more particularly described in the First Schedule to the said Mortgage (and hereinafter called "the land and buildings") and ALL AND SINGULAR the engines boilers motors machinery (fixed or movable) plant electric and other installations equipments tools utensils appliances accessories articles chattels and things a list of the main items whereof is contained in the Second Schedule to the said Mortgage (all which assets are hereinafter collectively called "the Plant") and the goodwill of the business of the Mortgagor Company and its uncalled capital TO HOLD the said land buildings and the plant absolutely UNTO the Predecessor Corporation but subject



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as to all the said premises to the proviso for redemption in the said Mortgage contained

On the division of the Bombay State into the States of Maharashtra and Gujarat the Corporation was established as the Statutory Corporation for the State of Maharashtra under the State Financial Corporations Act, 1951 as reconstituted from the Predecessor Corporation pursuant to a Scheme of Reconstitution of that Corporation certified by the Central Government under a Notification No. F.6(12) Corp/60 dated the 14th day of August 1962 issued under Section 70 of the Bombay State Reorganisation Act, 1960

AND WHEREAS on the establishment of the Corporation as a Statutory Corporation for the State of Maharashtra as aforesaid the assets of the Predecessor Corporation inter alia including the several amounts lent and advanced by the Predecessor Corporation together with the securities in respect of the same became vested with the Corporation as the statutory successors of the Predecessor Corporation

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AND WHEREAS in premises the amount lent and advanced by the Prædecessor Corporation under the said recited indenture of Mortgage together with the securities in respect of the same became vested in the Corporation and the Corporation became entitled to the said amount with interest and to ~~the~~ securities in respect of the same and also became entitled to exercise all rights provided in the said recited Indenture of Mortgage

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AND WHEREAS owing to the defaults committed by the Mortgagor Company in respect of the amount due under the said Mortgage the loan granted to the Mortgagor Company under the said Mortgage was recalled by the Corporation and subsequently a Petition was filed in the District Court, Amravati on 25th November 1965 and the Court passed the Decree on 18th October 1966 directing the Mortgagor Company to pay the dues of the Corporation and the execution proceedings were initiated against the Mortgagor Company and the auctions were held and ultimately the Corporation purchased the mortgaged property in Auction Sale on 12th November 1971



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and the Sale was confirmed by the Court on 24th March 1972

AND WHEREAS in the premises aforesaid the Corporation is now absolutely seized and possessed of and otherwise well and sufficiently entitled to the land hereditaments and premises situate at Amravati Badnera Road in Village Nimbhora Khurd and more particularly described in the Schedule hereunder written and intended to be hereby granted

AND WHEREAS the Corporation has agreed with the Purchaser for the absolute sale to it of the said land hereditaments and premises ^{free} from all encumbrances at or for the price of Rs.5,00,000/- (Rupees Five lakhs only)

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AND WHEREAS the Purchaser has paid to the Corporation a sum of Rs.5,00,000/- (Rupees Five lakhs only) before the execution of these presents.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs.5,00,000/- (Rupees Five lakhs only) being the purchase price paid by the Purchaser to the Corporation on or before the execution of these presents (the payment and

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receipt whereof the Corporation DOTH hereby admit and acknowledge and of and from the same and every part thereof DOTH for ever acquit release and discharge the Purchaser). The Corporation DOTH hereby grant sell assign release convey and assure UNTO the Purchaser for ever all that the said piece or parcel of land or ground with the messuages hereditaments and premises situated at Amravati-Badnera Road in the Village Nimbhora Khurd in the R egistration Sub-District of Amravati Camp and District Amravati and more particularly described in the Schedule hereunder written and delineated on the plan thereof hereto annexed (and all which land hereditaments and premises are hereinafter referred to for brevity's sake as "the said Premises").

TOGETHER WITH ALL AND SINGULAR houses out-houses edifices buildings court yards areas compounds sewers ditches fences trees drains ways paths passages commons gullies wells waters water-courses plants lights liberties privileges easements profits advantages rights members appurtenances whatsoever to the said premises or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held used occupied or enjoyed therewith or reputed or known as part

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 Mrs
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or member thereof to belong or ~~be~~ appurtenant thereto AND also TOGETHER WITH all the deeds documents writings vouchers and other evidences of title relating to the said piece or parcel of land or ground hereditaments and premises or any part thereof.

AND all the estate right title interest use inheritance property possession benefit claim and demand whatsoever at law and in equity of the said Corporation in, to, out of or upon the said premises or any part thereof.

TO HAVE AND TO HOLD ALL AND SINGULAR the said premises hereby granted conveyed and assured or expressed so to be with their and every of their rights members appurtenances UNTO and to the use and benefit of the Purchaser for ever subject to the payment of all rents rates taxes assessments dues and duties now chargeable upon the same or hereafter to become payable to the Government of Maharashtra or to the Municipal Corporation or any other public body in respect thereof.

And the Corporation DOTH hereby for itself, its successors and assigns COVENANT with the Purchaser that notwithstanding any act deed matter or thing whatsoever by the Corporation by any person or persons lawfully or equitably claiming

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by, from, through, under or in trust for it made, done, committed omitted or knowingly or willingly suffered to the contrary the Corporation now HATH in itself good right full power and absolute authority to grant convey and assure the said premises hereby granted conveyed or assured or intended so to be UNTO and to the use of the Purchaser in the manner aforesaid and that if shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said premises hereby granted with their appurtenances and receive the rents, issues and profits thereof and of every part thereof to ^{use} and for its own and benefit, without any suit, lawful eviction, interruption claim and demand whatsoever from or by the Corporation or its successors or assigns of any of them from or by any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for it or any of them and that free and clear and freely and clearly and absolutely acquitted exonerated released and for ever discharged or otherwise by the Corporation well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatever either

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already or to be hereafter had made, executed
occasioned or suffered by the Corporation or by
any other person or persons lawfully or equitably
claiming or to claim by, from, under or in trust
for it or any of them.

AND THIS INDENTURE FURTHER WITNESSETH that
the Corporation and all persons having or lawfully
or equitably claiming any estate right title or
interest at law or in the said premises hereby
granted or any part thereof, by, from, under or
in trust for it the Corporation 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 said Purchaser do and execute or
cause to be done and executed all such further
and other lawful and reasonable acts deeds things
matters conveyances and assurances in the law
whatsoever for the better, further and more part
fectly and absolutely granting and assuring the
said premises and every part thereof hereby
granted UNTO and to the use of the Purchaser in
the manner aforesaid as shall or may be reasonably
required by the said Purchaser, its successors
or assigns or its Counsel in law and the
Corporation DOTH hereby COVENANT with the Purchaser
that the Corporation HATH not done, omitted or
knowingly or willingly suffered or been party or



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privy to any act deed or thing whereby it is prevented from granting and conveying the said premises in the manner aforesaid or whereby the same or any part thereof are, is, can or may be charged, encumbered or prejudicially affected in estate title or otherwise howsoever.

The stamp duty and Registration Charges will be borne and paid by the Purchaser alone. The Purchasers are the Co-Operative Federation Act, registered under the Co-Operative Societies Act, 1925, they are exempt from payment of stamp duty and Registration Charges.

IN WITNESS WHEREOF the Common Seal of THE MAHARASHTRA STATE FINANCIAL CORPORATION and THE MAHARASHTRA STATE CO-OPERATIVE MARKETING FEDERATION LIMITED have been hereunto affixed in the manner hereinafter mentioned the day and the year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO

ALL that piece or parcel of land situate lying and being at Amravati-Badnera Road (National Highway No.6) in Village Nimbora Khurd, Pargana Badnera of Tahsil and District Amravati within the Registration Sub-District of Amravati Camp District Amravati bearing Field Survey No.46 containing by admeasurement 1,75,835 square feet (4 acres and 1.44 gunathas) together with factory buildings messuages and Manager's Bungalow standing thereon and bounded as follows :
On or towards the North and East by remaining lands of the Mortgagor bearing Field Survey No.46,
On or towards the South partly by lands bearing Field Survey No.48 belonging to Zulfaquar Hussain

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A. Haji and partly by lands bearing Survey No.46 belonging to the Mortgagor and On or towards the West by Amravati, Badnera Road (National Highway No.6). The total area of the land is 16,288.66 square metres.

THE COMMON SEAL of THE)
 MAHARASHTRA STATE)
 FINANCIAL CORPORATION is)
 pursuant to the Resolu-)
 tion of the Board of)
 Directors of the said)
 Corporation passed on the)
 15th day of June 1976)
 hereunto affixed in the)
 presence of SHRI H.L.)
Anand. Director)
 and SHRI M.R.KOLHATKAR,)
 the Managing Director of)
 the said Corporation who)
 in token thereof have)
 hereunto set their res-)
 pective signatures in)
 the presence of.



H.L. Anand ✓
M.R. Kolhatkar ✓

1. [Signature] ✓
M.R.
2. [Signature] ✓

BOM/R
569/14/17
1977

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RECEIVED from the Pur-)
 chaser the sum of)
 Rs.5,00,000/- (Rupees) Rs.5,00,000/-
 Five lakhs only) being)
 in full consideration)
 money abovementioned by)
 them paid to us.

WITNESSES : WE SAY RECEIVED

- 1. M. R. Bhoile X M. R. Bhoile
- 2. M. R. Bhoile X M. R. Kothalkar

THE COMMON SEAL OF THE)
 MAHARASHTRA STATE)
 COOPERATIVE MARKETING)
 FEDERATION LIMITED in)
 pursuance to the Resolu-)
 tion of the ^{executive} Board of)
^{Committee} Directors of the said)
 Federation passed on the)
 day 26th August 1976)
 was hereunto affixed in)
 the presence of SHRI)
M. R. Bhoile ...) X M. R. Bhoile
~~Chairman~~ and SHRI)
S. R. Deshmukh) X S. R. Deshmukh
 Directors of the said)
 Federation who in token)
 thereof have hereunto)
 set their respective)
 signatures in the pre-)
 sence of.)



- 1. CBS Shah
- 2. M. R. Bhoile

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BOM/R
569/15/17
1977

Serial No R-569/33
Presented at the office of the
Sub-Registrar of Buray
between the hours of 11 A. M.
and 12 M.M. on the 20th May
1977

mpshnl
Director
M.S.C.M.F. Federation

received fees for:-

Registration
Photographing
(Pages (a) _____
(b) _____)
Extra under S. 30
Copy 5.
Memo
Postage

Rs
6 20
Total Rs. 6 20



[Signature]
Sub-Registrar of Bombay
exercising all the powers of
a Registrar except that of
hearing appeals.

[Signature]
Sub-Registrar

1) Shri. Mugabhai Koyaram Bhoite,
aged 51 yrs. Business, residing at Bhagyulaxmi,
Laxminagar, A & L Post, Phaltan,
Dist. Satara.

2) Shri. Shashikumar Ramrao Deshmukh,
aged 46 yrs. Business, residing at. Morshi
Road, Amravati.

Both abovesaid Parties admit
execution of the so called deed
of conveyance. as directors of
The Maharashtra State Coop. Marketing
Federation Ltd. and identify its
Seal.

91 mpshnl
T. S. 2. *[Signature]*

44

Shri C. M. Chitnis, Secy,
M.S. A.C., Malad, Bombay-64
and known to the Sub-Registrar states that he
knows the above executant and

Date 20th May 1957

[Signature]
Sub-Registrar

[Signature]



1) Shri Harbans Lal Anand
aged 55 yrs Business/Chief officer,
Industrial Finance department
Reserve Bank, residing at 20,
Bank House, Backbay Reclamation
Bombay-20.

2) Shri Madhusudan Ramchandra
Kolhatkar, aged 41 yrs as Managing
Director, residing at 131 Beuna
Vista, J. Bhoirda Marg, Bombay-21.
Both executing parties admit
execution of the so called
 deed of conveyance No. 1 as Director
and No. 2 as Managing Director of Maharashtra
State Financial Corporation and
identify its Secy.

91 H. Anand

M. R. Kolhatkar

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BOM/R		
569	17	17
1977		

Sky M.K. Godbole, Service,
M.S.L.C., 40V, Parel Village, Bombay, 12

known to the Sub-Registrar states that he
knows the above executant and identifies

Date 7th June 1977

Handwritten signature

Handwritten signature
~~Sub-Registrar~~



Registered No. $\frac{R-569}{77}$ of Book No. 1:
Date 29/7/77
Handwritten signature
Sub-Registrar of Bombay
exercising all the powers of
a Registrar except that of
hearing appeals.

R-569/77
DATED THIS 25th DAY OF January 1977

MAHARASHTRA STATE FINANCIAL CORPORATION

- TO -

MAHARASHTRA STATE CO-OPERATIVE MARKETING
FEDERATION LIMITED

Released from
37ax quest on
15-7-77

3000
1000

4076/RT/206
2/6/77

1000
1000
2

CONVEYANCE

500000
1000
6-00

3735
undeposited
374 RECEIVED

A-65

Letter issued to
37-6
7/22/77
S.R.

19/7

MAHARASHTRA STATE FINANCIAL CORPORATION,
BOMBAY
ajr/vtd 16.17/12.76