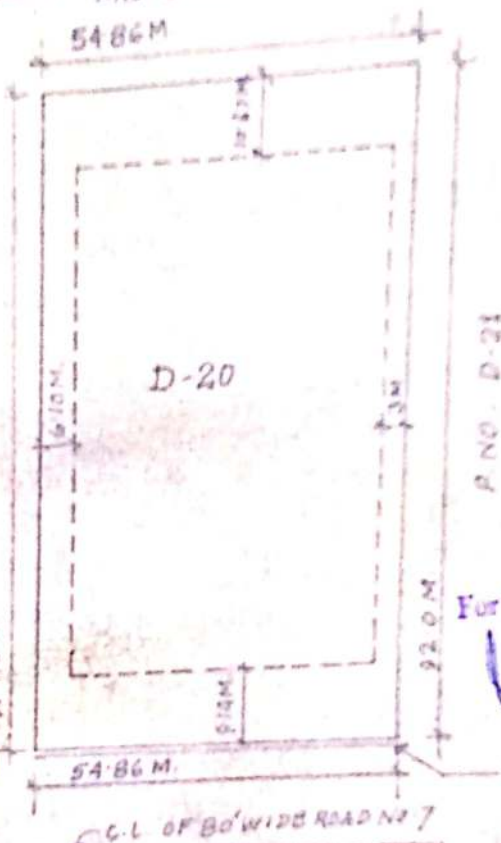


SITE PLAN OF PLOT NO. D-20 INDUSTRIAL AREA, SITE NO. I PANKI - KANPUR

AREA:- 503066 SQ.MT. (6016.62 Sq. Yds)

SCALE:- 1 cm = 10 mts
P.N.O. G-33



(S. B. SHUKLA)
Regional Manager
D.P. State Industrial Development
Corporation Limited
Kanpur

MEASURED BY-

Sd/-
(PRADEEP SHARMA)
JE
U.P.S.I.D.C. LKO.

Sd/-
(LAXMI CHAND)
JE
U.P.S.I.D.C. LKO.

For Kanpur Plantipack Ltd.,
(Signature)
Managing Director

61 MT. PLOT AREA FROM THE EDGE
OF DRAIN

TRACED BY-

(Signature)
13/5/86
(A. C. MISRA)
D/MAN
U.P.S.I.D.C. (CIVIL DIVISION)
KANPUR.

U. P. State Industrial Development Corporation Limited

REGIONAL OFFICE

A. 1/1. Sakhanpur, Kanpur

No. 165 /SIDC/RM/1/1/1/PLOT No. D-20

Dated 20-4-2000

M/s. The Chief Manager
State Bank of India
R-18 Laxmidevi Nagar
Kanpur

Dear Sir,

With reference to your sanction letter No. IFB/GID/99-00/410 dated 4-1-2000 and subsequent assurance letter No. NIL

dated NIL we are forwarding herewith the Original Lease Deed of Plot Number D-20 at Industrial Area Sakhanpur with permission to create equitable mortgage and to make use of the enclosed deed, for the purpose with following stipulation.

1. We reserve the right to call back the original lease deed, in the event of any urgency and in case there arises hereinafter any reservation, either on part of your Corporation/Bank or on the part of M/s. Kanpur Plast Pack Ltd. in accepting and making payment of our dues on first disbursement of the loan sanctioned to the firm or in case they fail to create the said mortgage or complete such other formalities as stipulated for release of the said loan within a reasonable period.

2. As and when the loan advanced by you is fully repaid the original lease deed of plot would be returned to us and till then it would not be transferred to anyone else without our prior consent in writing.

3. The acceptance of the original lease deed and utilisation of it for creation of mortgage by your Corporation/Bank would confirm that you have agreed to make the payment of a sum of Rs. NIL towards balance premium of land alongwith interest falling due till date of remittance of the above amount to U. P. State Industrial Development Corporation Limited direct from the first disbursement of the loan, on priority after creation of equitable mortgage, but not later than NIL. In case foregoing conditions and liabilities are not acceptable to your Corporation/Bank the original lease deed may kindly be returned to this Corporation immediately.

4. We may further reiterate that in the event of payment as assured in your above referred letter not being made by NIL this permission to create mortgage should stand rescinded without further notice, unless otherwise extended for further period.

We may further inform you that the above plot has been allotted to the lessee after its acquisition. The land was transferred to this Corporation through a proper conveyance deed by the Government free from encumbrances on the plot except the dues of this Corporation accrued on it.

Yours faithfully,

for U. P. State Industrial Development Corpn. Ltd.

Regional Manager

Encl : As above.

original deed
on stamp Rs. 2650/-

Annexure – E: Checklist for scrutiny of TIR by the branches/ operating units

The officials scrutinizing the TIR need to verify and examine each and every columns/ paragraphs in the TIR and the certificate. This checklist is not in substitution but in addition to such a scrutiny.

Name of the borrower: M/s Kanpur Plastipack Ltd

Name of the Advocate submitted the TIR : Pawan Kumar Saxena

Number & Date of TIR : 06.03.2020

Short description of the property covered by TIR : Industrial Plot No D-20 situated in industrial area Panki Site No I Kanpur Nagar Admeasuring 5030.66 sq mts

S.No	Details	Y/ N
1.	Whether the Advocate submitted the TIR is in Bank's panel of lawyers identified for submission of TIR?	Y ✓
2.	Whether the report and certificate submitted by the advocate is in the Bank's prescribed format?	Y ✓
3.	Whether the TIR by the advocate is unconditional?	Y ✓
4.	If the TIR has any conditions, whether the same are complied with?	NA
5.	As per the TIR, whether the documents of title are complete in all respects and sufficient to convey a clear, absolute and marketable title to the property	Y ✓
6.	As per the TIR, whether the property offered as security to the Bank is unencumbered/ unattached?	Y ✓
7.	As per the TIR, whether the persons seeking to secure the property to the Bank have a clear and marketable title there to and are legally capable of creating the charge thereon in favour of the Bank?	Y ✓
8.	As per the TIR, whether the property is subject to any tenancy law which will affect the Bank's rights eventually to take possession thereof or cause it to be sold or otherwise exercise its rights as mortgagee?	N ✓
9.	As per the TIR, whether the property offered is an agricultural property and if so additional precautions in respect of the acceptability of such security has been examined?	N ✓
10.	Whether the advocate has made searches of the registers and other records maintained by the Sub-Registrar of Assurances, Collector and/or other revenue authorities for ascertaining whether there is any outstanding mortgage or charge on the property to be mortgaged to the Bank?	Y ✓
11.	Whether the advocate has confirmed that he has conducted independent Search in the Records of Sub- Registrar Office(s) concerned and that the documents, convey Clear, Absolute and Marketable Title and are sufficient for creation of a valid Mortgage?	Y ✓
12.	Whether the TIR reveals involvement of any gift deed, PoA or other circumstances attracting special precautions?	N ✓

Pawan Kumar Saxena

Advocate

Residence :-

119/191, Om Nagar,
Darshanpurwa, Gumti No. 5,
Kanpur-12
Email:pawansaxena63@rediffmail.com

Fax No. 0512-2333086

Mob.: 09839116077

Office :-

Chamber No. 43(2nd) Floor,
Pt. Babu Lal Mishra Adhivakta
Bhawan, Civil Court
Compound, Kanpur Nagar.
37/17 Westcott Building,
Mall Road, Kanpur

Ref:-

		Date : 06-03-2020
1	a) Name of the Branch/ Business Unit/Office seeking opinion.	DGM State Bank of India Overseas Branch, Kanpur Nagar
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	
	c) Name of the Borrower.	
2	a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	M/s Kanpur Palsti Pack Ltd. M/s Kanpur Palsti Pack Ltd. Through its Director Sri Mahesh Swarup Agarwal R/o Chowk P.S. Building, Meston Road, Kanpur Nagar
	b) Constitution of the unit/concern/ person/ body/ authority offering the property for creation of charge.	M/s Kanpur Palsti Pack Ltd. Through its Director
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As Mortgagor/Guarantor
3	Complete or full description of the immovable property/ (ies) offered as security including the following details.	Industrial Plot No. D-20, situated in Industrial area Panki Site No. I, Kanpur Nagar Admeasuring 5030.66 Sq. Mtr
	(a) Survey No.	
	(b) Door/ House No.	Industrial Plot No. D-20
	(c) Extent/ area including plinth/ built up area in case of house property	Admeasuring 5030.66 Sq. Mtr
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	East - Plot No. D-21 West - Plot No. D-19 North- Plot No. D-33 South- 80 ft Wide Road No. 7
4	a) Particulars of the documents scrutinized- serially and chronologically. (a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering/ land/ revenue/ other authorities be examined.	
	S. No.	Name/ Nature of Date /Doc.
		Original/ In case of copies, whether

K. Saxena

	the Document	certified copy/ certified extract/ photocopy, etc.	the original was scrutinized by the Advocate
	Lease Deed dt. 27-05-1986 Doc. No. 516 Mortgage permission dt. 20.04.2000 No. 165	Original	Yes
5	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)	Yes	
	b) i) Whether all pages in the Certified copies of title documents which are obtained directly from sub-registrar office have been verified page by page with the original documents submitted?		
	b) ii) Whether the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case original title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously)		
6	a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	Online portal not available	
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.		
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?		
7	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub-Registrar Kanpur Nagar	
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. If so, please name all such offices?	No	
	c) Whether search has been made at all the offices named at (b) above?	Not Applicable	
	d) Whether searches in the office of registering Authorities or any other records reveal registration of multiple title documents in respect		

Waxant

	of the property in question ?	
8	<p><u>Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/ interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.</u></p> <p>From the perusal of lease deed dt 27.05.1981, executed by U.P. State Industrial Corporation Ltd. in favour of M/s Kanpur Plasti Pack Ltd. through its Director Sri Mahesh Swarup Agarwal S/o Late Ram Raghuvir Saran R/o 3/74, Vishnupuri, Kanpur Nagar. Which is related to property Industrial Plot No. D-20, situated in Industrial area Panki Kanpur Nagar Admeasuring 5030.66 Sq. Mtr. Which was duly Registered in Book No. 1 vol. no. 562/640 on pages 329/78 to 100 at serial no. 516 with its duplicate no. 517, 518 & 519 Registered on 19.06.1986 in the office of Sub-Registrar Kanpur. As such by virtue of said lease deed company M/s Kanpur Plasti Pack Ltd became lessee of demise Industrial plot.</p> <p>Further recital of lease deed dt. 27-05-1986. It is evident that the state of U.P. acquired a big chunk of land in the premier town of the city at site Panki and handed over the same to its statutory body i.e. U.P. State Industrial Development Corporation Ltd. Kanpur for developing an industrial state and U.P.S.I.D.C. Ltd. Developed the same and carved out the land into different sizes of plots sold out on lease, Industrial Plots to the Industrialist. In- accordance with a Industrial Plot no. D-20, allotted to M/s Kanpur Plasti Pack Ltd through its Director and thereafter executed aforesaid lease deed in favour of company M/s Kanpur Plasti Pack Ltd referred to above. As such by virtue of aforesaid lease deed M/s Kanpur Plasti Pack Ltd became lessee of aforesaid property.</p> <p>Further perusal of next document a Letter dt. 20.04.2000 No. 165 issued by authority of UPSIDC Ltd. in favour of State Bank of India, Kanpur Nagar, It is evident that regarding mortgage of Industrial Plot No. D-20, Panki, Industrial Area, Kanpur, Authority issued said mortgage permission in favour of Bank.</p> <p>In the circumstances on the above discussion I am of the opinion company M/s Kanpur Plasti Pack Ltd through its is lessee of captioned Industrial Plot and wants of Financial Facility from the Bank and in security thereof offered said property as a collateral security and it can be done only by deposit of original lease deed dt. 27-05-1986 Doc. No. 516 by the company M/s Kanpur Plasti Pack Ltd through its Authorized Director of aforesaid property with the bank and complying other usual formalities of the bank.</p>	
9	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Lease hold
10	If leasehold, whether;	Yes
	a) lease Deed is duly stamped and registered	
	b) lessee is permitted to mortgage the Leasehold right,	With mortgage permission dt. 20.04.2000 No. 165
	c) duration of the Lease/unexpired period of lease,	90 Years
	d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub- Lessee also.	Not Applicable
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Yes
	f) Right to get renewal of the leasehold rights	Not Applicable

K. S. Singh

	and nature thereof.	
11	Govt. grant/ allotment/Lease-cum/Sale Agreement, whether; grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions, the mortgagor is competent to create charge on such property, whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	No
12	If occupancy right, whether; a) Such right is heritable and transferable, b) Mortgage can be created.	No
13	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/ procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	No
14	If the property has been transferred by way of Gift/Settlement Deed, whether: a) The Gift/Settlement Deed is duly stamped and registered; b) The Gift/Settlement Deed has been attested by two witnesses; c) The Gift/Settlement Deed transfers the property to Done; d) Whether the Done has accepted the gift by signing the Gift/ Settlement Deed or by a separated writing or by implication or by actions; e) Whether there is any restriction on the Donor in executing the gift/ settlement deed in question; f) Whether the Done is in possession of the gifted property; g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage; h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	No
15	(a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage. (b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. (c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable	Not Applicable

[Handwritten Signature]

	title thereon. (d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with. (e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	
16	Whether the title documents include any testamentary documents /wills? (a) In case of wills, whether the will is registered will or unregistered will? (b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court? (c) Whether the property is mutated on the basis of will? (d) Whether the original will is available? (e) Whether the original death certificate of the testator is available? (f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	No
17	(a) Whether the property is subject to any wakf rights? (b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties? (c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	No
18	(a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc. (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	No
19	(a) Whether the property belongs to any trust or is subject to the rights of any trust? (b) Whether the trust is a private or public trust and whether trust deed specifically authorizes	No

K. Sankar

	the mortgage of the property?	
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	
	(d) Requirements, if any for creation of mortgage as per the central/ state laws applicable to the trust in the matter.	
20	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	No
	(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	
21	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.).	No
22	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	Not Applicable
22	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	
	(c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking.	
24	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	No
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	
25	Whether the property belongs to a Limited Company, check the Borrowing powers, Board	No


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	other Local authorities or Third Party claims, Liens etc. and details thereof.	
	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	I have inspected the record in the office of Sub-Registrar- Kanpur Nagar for the period 1990 to 2020 (upto date) and no registered encumbrances has been found in record made available for inspection
	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Not Applicable
3	(a) Urban land ceiling clearance, whether required and if so, details thereon. (b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	The Ceiling Act is repealed, So no question arise
34	Details of RTC extracts/ mutation extracts/ Katha extracts pertaining to the property in question.	Please obtained from the mortgagor
35	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Not Applicable
36	(a) Whether the property offered as security is clearly demarcated? (b) Whether the demarcation/ partition of the property is legally valid? (c) Whether the property has clear access as per documents?	Yes
37	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? (a) Document in relation to electricity connection; (b) Document in relation to water connection; (c) Document in relation to Sales Tax Registration, if any applicable; (d) Other utility bills, if any.	Not Applicable
38	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	No
39	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Not Applicable
40	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of	Not Applicable

W. S. Kumar

	proper stamp duty etc.	
41	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes The provision of SARFAESI Act is applicable over the said property
42	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Not Applicable
43	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Not Applicable
44	Additional aspects relevant for investigation of title as per local laws.	No
45	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	No
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s Kanpur Plasti Pack Ltd through its Authorized Director
47	Whether the real state project comes under real state (Regulation and Development) Act, 2016 ? Yes/No	Not Applicable
	Whether the project is registered with the real state regularity authority ? If so, the details of Sub-Registration are to be furnished.	
	Whether the registered Agreement for Sale as Prescribed in the above Act/Rules there under executed ?	
	Whether the details of the apartment/plot in question are verified with the List of Numbers and type of apartment or plots booked as uploaded by the promotor in the website of real state regularity authority ?	

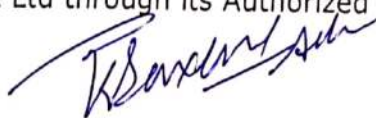
Date :- 06-03-2020


Pawan Kumar Saxena
 Advocate

Annexure – C: Certificate of title

I have examined the Original Title Deeds Intended to be deposited relating to the schedule property/(ies) and offered as security by way of *Registered/ Equitable/English Mortgage (*please specify the kind of mortgage) and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage and I further certify that:

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage.
I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1990 to 2020 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/ charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of N.A. (Specify the share of the Minor with Name). (Strike out if not applicable).
8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, Shri/Smt/M/s. M/s Kanpur Plasti Pack Ltd through its Authorized Director



9. I certify that Shri/ Smt/ M/s. M/s Kanpur Plasti Pack Ltd through its Authorized Director has / have an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage: (Mentioned below)

11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

Note :- Documents required for creation of equitable mortgage and chain of title.

- 1- Original lease deed dt. 27-05-1986 Doc. No. 516
- 2- Original mortgage permission dt. 20.04.2000.

Schedule of property :- Industrial Plot No. D-20, situated in Industrial area Panki Site No. I, Kanpur Nagar Admeasuring 5030.66 Sq. Mtr

Date :- 06-03-2020



Pawan Kumar Saxena
Advocate

U. P. State Industrial Development Corporation Limited

REGIONAL OFFICE

A-1/4 Lakhimpur, K.ampur

Dated 20-4-2000

/SIDC/RM/A/Park-I/PLOT No D-20

M/s. The Chief manager
State Bank of India
B-18, Sarvodaya Nagar
Kampur

Dear Sir,

With reference to your sanction letter No IFB/GID/99-00/410
dated 4-1-2000 and subsequent assurance letter No. NIL

dated NIL we are forwarding herewith the Original Lease Deed of Plot Number D-20
at Industrial Area Park-I with permission to create equitable mortgage and to make use
of the enclosed deed, for the purpose with following stipulation.

1. We reserve the right to call back the original lease deed, in the event of any urgency and in case there arises hereinafter any reservation, either on part of your Corporation/Bank or on the part of M/s. Kampur Plast. Pack Ltd. in accepting and making payment of our dues on first disbursement of the loan sanctioned to the firm or in case they fail to create the said mortgage or complete such other formalities as stipulated for release of the said loan within a reasonable period.
2. As and when the loan advanced by you is fully repaid the original lease deed of plot would be returned to us and till then it would not be transferred to anyone else without our prior consent in writing.
3. The acceptance of the original lease deed and utilisation of it for creation of mortgage by your Corporation/Bank would confirm that you have agreed to make the payment of a sum of Rs. NIL towards balance premium of land alongwith interest falling due till date of remittance of the above amount to U. P. State Industrial Development Corporation Limited direct from the first disbursement of the loan, on priority after creation of equitable mortgage, but not later than NIL. In case foregoing conditions and liabilities are not acceptable to your Corporation/Bank the original lease deed may kindly be returned to this Corporation immediately.
4. We may further reiterate that in the event of payment as assured in your above referred letter not being made by NIL this permission to create mortgage should stand rescinded without further notice, unless otherwise extended for further period.

We may further inform you that the above plot has been allotted to the lessee after its acquisition. The land was transferred to this Corporation through a proper conveyance deed by the Government free from encumbrances on the plot except the dues of this Corporation accrued on it.

Yours faithfully,

for U. P. State Industrial Development Corpn. Ltd.

Regional Manager

Encl : As above. original deed
on stamp paper Rs. 26500/-

Regional Manager



This stamp sheet of Rs. Five Thousand is attached to the lease deed between U.P. State Industrial Development Corporation Ltd. and M/s. Kanpur Plastipack Ltd. (Unit No.2) for the 90 years at a rental Rs. 124.35 for the first thirty years & at Rs. 186.50 for the next thirty years & at Rs. 310.80 for the next thirty years i.e., on an average Annual rent of Rs. 207.60 with a premium of Rs. 2,26,701.00 regarding Plot No. D-20, situated in Industrial Area, Panki Site No.1

Kanpur.

(S. B. SHUKLA)
Regional Manager
J.P. State Industrial Development
Corporation Limited, Kanpur
Lessor

For Kanpur Plastipack Ltd.,

[Signature]
Managing Director

Lessee

LEASE DEED CAN NOT
BE ENGAGED WITH ANYBODY
WITHOUT WRITTEN CONSENT/
NO OBJECTION CERTIFICATE
ISSUED BY THIS OFFICE.

(REGIONAL MANAGER)
U. P. S. I. D. C. LTD

5000Rs.



This stamp sheet of Rs. Five Thousand is attached to the lease deed between U.P. State Industrial Development Corporation Ltd. and M/s. Kanpur Plastipack Ltd. (Unit No.2) for the 90 years at a rental Rs. 124.35 for the first thirty years & at Rs. 186.50 for the next thirty years & at Rs. 310.80 for the next thirty years i.e. on an average Annual rent of Rs. 207.60 with a premium of Rs. 2,26,701.00 ~~3,22,118.97~~ regarding Plot No. D-20, situated in Industrial Area, Panki Site No.1 Kanpur.

(S. B. SHUKLA)
Regional Manager
U.P. State Industrial Development
Corporation Limited
Kanpur
Lessor

For Kanpur Plastipack Ltd.,

(Signature)
Managing Director

Lessee

5000Rs.



This stamp sheet of Rs. Five Thousand is attached to the lease deed between U.P. State Industrial Development Corporation Ltd. and M/s. Kanpur Plastipack Ltd. (Unit No.2) for the 90 years at a rental Rs. 124.35 for the first thirty years & at Rs. 186.50 for the next thirty years & at Rs. 310.80 for the next thirty years i.e., on an average Annual rent of Rs. 207.60 with a premium of Rs. 2,26,701.00 regarding Plot No. D-20, situated in Industrial Area, Panki Site No.1 Kanpur.

(S. B. SHUKLA)
Regional Manager
J.P. State Industrial Development
Corporation Limited
Kanpur
Lessor

For Kanpur Plastipack Ltd,

(Signature)
Managing Director

Lessee

5000Rs.



This stamp sheet of Rs. Five Thousand is attached to the lease deed between U.P. State Industrial Development Corporation Ltd. and M/s. Kanpur Plastipack Ltd. (Unit No.2) for the 90 years at a rental Rs. 124.35 for the first thirty years & at Rs. 186.50 for the next thirty years & at Rs. 310.80 for the next thirty years i.e., on an average Annual rent of Rs. 207.60 with a premium of Rs. 2,26,701.00 regarding Plot No. D-20, situated in Industrial Area, Panki Site No.1 Kanpur.

(S. B. SHUKLA)
Regional Manager
U.P. State Industrial Development
Corporation Limited, Kanpur
Lessor

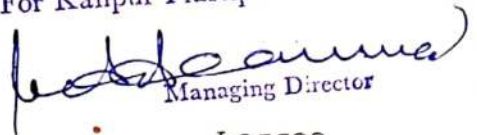
For Kanpur Plastipack Ltd.,
(Signature)
Managing Director
Lessee

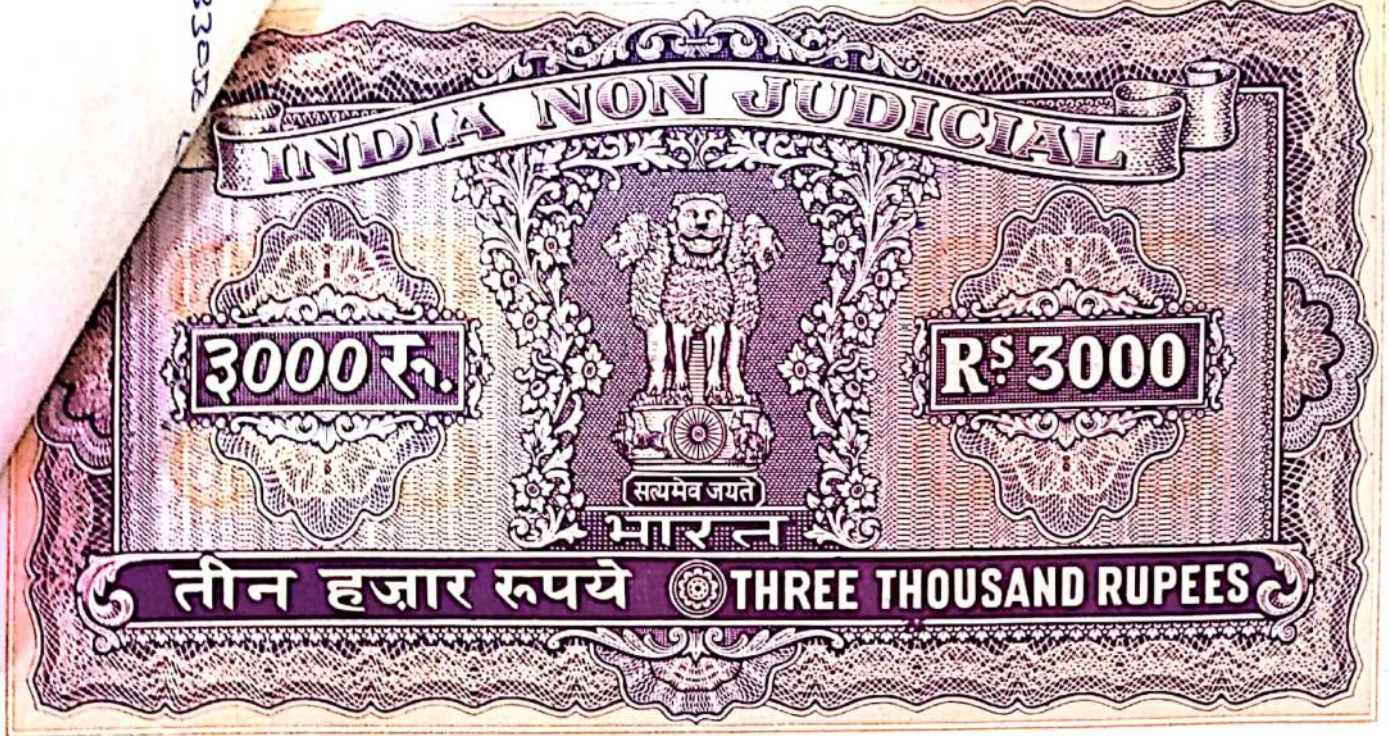


This stamp sheet of Rs. Three Thousand is attached to the lease deed between U.P. State Industrial Development Corporation Ltd. and M/s. Kanpur Plastipack Ltd. (Unit No.2) for the 90 years at a rental Rs. 124.35 for the first thirty years & at Rs. 186.50 for the next thirty years & at Rs. 310.80 for the next thirty years i.e. on an average Annual rent of Rs. 207.60 with a premium of Rs. 2,26,701.00 ~~2,26,701.00~~ regarding Plot No. D-20 situated in Industrial Area, Panki Site No.1 Kanpur.


(S. B. SHUKLA)
Regional Manager
U.P. State Industrial Development
Corporation Limited
Lessor

For Kanpur Plastipack Ltd.,


Managing Director
Lessee



- This stamp sheet of Rs. Three Thousand is attached to the lease deed between U.P. State Industrial Development Corporation Ltd. and M/s. Kanpur Plastipack Ltd. (Unit No.2) for the 90 years at a rental Rs. 124.35 for the first thirty years & at Rs. 186.50 for the next thirty years & at Rs. 310.80 for the next thirty years i.e. on an average Annual rent of Rs. 207.60 with a premium of Rs. 2,26,701.00 regarding Plot No. D-20 situated in Industrial Area, Panki Site No.1

Kanpur.


(S. B. SHUKLA)
Regional Manager
U.P. State Industrial Development
Corporation Limited, Kanpur
Lesser

For Kanpur Plastipack Ltd.,

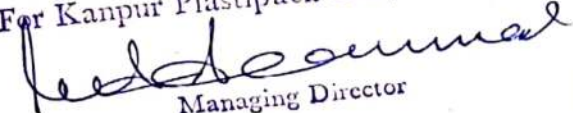

Managing Director

Lessee



This stamp sheet of Rs. Five Hundred is attached to the lease deed between U.P. State Industrial Development Corporation Ltd. and M/s. Kanpur Plastipack Ltd (Unit No.2) for the 90 years at a rental Rs. 124.35 for the first thirty years & at Rs. 186.50 for the next thirty years & at Rs. 310.80 for the next thirty years i.e. on an average Annual rent of Rs. 207.60 with a premium of Rs. 2,26,701.00 regarding Plot No. D-20 situated in Industrial Area, Panki Site No.1 Kanpur.


(S. B. SHUKLA)
Regional Manager
U.P. State Industrial Development
Corporation Limited, Kanpur
Lessor

For Kanpur Plastipack Ltd,

Managing Director
Lessee

THIS LEASE DEED CAN NOT BE
MORTGAGED WITH ANYBODY
WITHOUT WRITTEN CONSENT/
NO OBJECTION CERTIFICATE
ISSUED BY THIS OFFICE.

(REGIONAL MANAGER)
U. P. S. I. D. C. LTD.
KANPUR.

LEASE-DEED

Industrial Area

Panki
(Site No. I)
KANPUR

Plot No.

D-20

THIS LEASE DEED made on the 27th day of May
in the year one thousand nine hundred and Eighty Six & corresponding to Saka
Samvat 1988 between U. P. State Industrial Development Corporation Limited, Kanpur a
Company within the meaning of the Companies Act, 1956 and having its registered office at 117/130,
Sarvodaya Nagar, Kanpur (hereinafter called the Lessor which expression shall, unless the context
does not so admit, include its successors and assigns) of the one part, AND,

Shri

B. T. S.

S/o

r/o

proprietor of the single owner firm of/Karta of Joint Hindu family firm of

OR

1. Shri aged years
s/o r/o
2. Shri aged years
s/o r/o
3. Shri aged years
s/o r/o
4. Shri aged years
s/o r/o
5. Shri aged years
s/o r/o

(S. B. SHUKLA)

Regional Manager
U.P. State Industrial Development
Corporation Limited
Kanpur

For Kanpur Elastipack Ltd,

Managing Director

(3)
 100.00 on the 1st day of July 1986
 000.00 on the 1st day of Jan 1987
 000.00 on the 1st day of July 1987
 000.00 on the 1st day of Jan 1988
 000.00 on the 1st day of July 1988
 1,000.00 on the 1st day of Jan 1989
 2,000.00 on the 1st day of July 1989
 2,000.00 on the 1st day of Jan 1990
 12,000.00 on the 1st day of July 1990

Provided that if the Lessee pays the instalments and the interest on the due dates and there are no overdues, a rebate will be admissible @ 5% per annum in the interest.

(1) The interest shall be payable half-yearly on the 1st day of January and 1st day of July each year, the first of such payment to be made on the 1st day of July of 1986.

(2) Liability for payment of the premium in instalments, including the interest referred to above, shall be deemed to have accrued from the date of the reservation/allotment letter namely 167-1671/800-RMK-IA-D-19/Panki dated 2-5-86.

(3) The payments made by the Lessee will be first adjusted towards the interest due, if any and thereafter towards the premium, if any, and the balance, if any, shall be appropriated towards the lease rent notwithstanding any direction/request of the Lessee to the contrary.

And of the rent hereinafter reserved and of the covenants, provisos and agreements herein contained and on the part of the Lessee to be respectively paid, observed and performed.

The Lessor doth hereby demise to the Lessee, all that plot of land numbered as D-20 situated within the Industrial Area at Panki (Site No. I), Kanpur.

situated in Village Pargana/Tehsil Kanpur District Kanpur City containing by admeasurement 5030.66 sq. Mtr. or 6016.62 sq. yds. be the same a little more or less, and bounded:

on or towards the North by Plot No. G-33
 on or towards the South by 80' wide Road No. 7
 on or towards the East by Plot No. D-21
 on or towards the West by Plot No. D-19

and which said plot of land is more clearly delineated and shown in the attached plan and therein marked red TO HOLD the said plot of land (hereinafter referred to as the demised premises) with their appurtenances unto the Lessee for the term of ninety years from 27th day of May 1986 except and always reserving to the Lessor and his successors or assigns:

(a) A right to lay water mains, drains, sewers or electric wires under or over the demised premises, if deemed necessary by the Lessor or his successors or assigns in developing the area.

(b) Full rights and title to all mines and minerals in and under the demised premises or any part thereof.

(S. B. SHUKLA)

Regional Manager
 U.P. State Industrial Development Corporation Limited
 Kanpur

For Kanpur Plastipack Ltd,

Managing Director

It is further expressly agreed by the Lessee that the lease in part or as a whole for of the provisions of this clause shall be terminable by a three months notice to quit on of Lessor.

(6) (a) That the

(6) (a) That the Lessee is fully aware that the aforesaid plot had earlier been given by Lessor to Shri/Messrs.....
duly registered at.....
but the lease has been determined and forfeited by the Lessor
 by letter/notice No.....dated.....and as such has
 ceased absolutely.

(b) That It is hereby agreed between the parties to this deed that in case the Lessee is not able to get or retain possession of the demised premises due to civil action or other legal proceeding initiated by the prior Lessee then, in that case the Lessee shall not be eligible to any reimbursement from the Lessor and shall further be liable to defend the civil action or proceedings as aforesaid at his own cost.

(7) The lessee shall indicate "UPSID Industrial Area" on his letterhead as a part of his postal address. B. An

U.P. State Industrial Development Corporation Limited.


[Signature]
Managing Director

IN WITNESS HEREOF the parties hereto have set their hands the day and in the year first written.

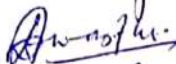
For and on behalf of
U. P. State Industrial Development Corporation Ltd.

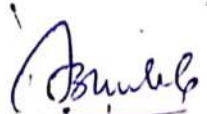
Signed by : Shri S. B. Shukla

(a) Witness :


(WASIM HASHMI)
UPSIDC Ltd.,
Kanpur.

(b) Witness :

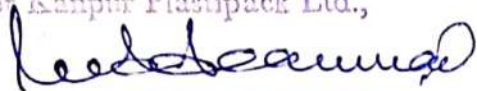

(D.K. Awasthi)
UPSIDC Ltd.,
Kanpur.


(S. B. SHUKLA)
Regional Manager
U.P. State Industrial Development
Corporation Limited
Kanpur

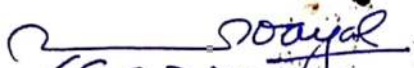
For and on behalf of the Lessee

Signed by : Shri Mahesh Swaroop Agarwal

For Kanpur Plastipack Ltd.,


Managing Director

(a) Witness :


(S.S. DAYAL)
111/72, Ashok Nagar, Kanpur

(b) Witness :

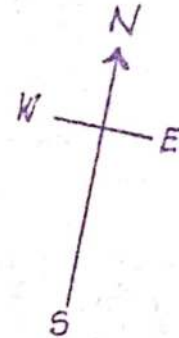
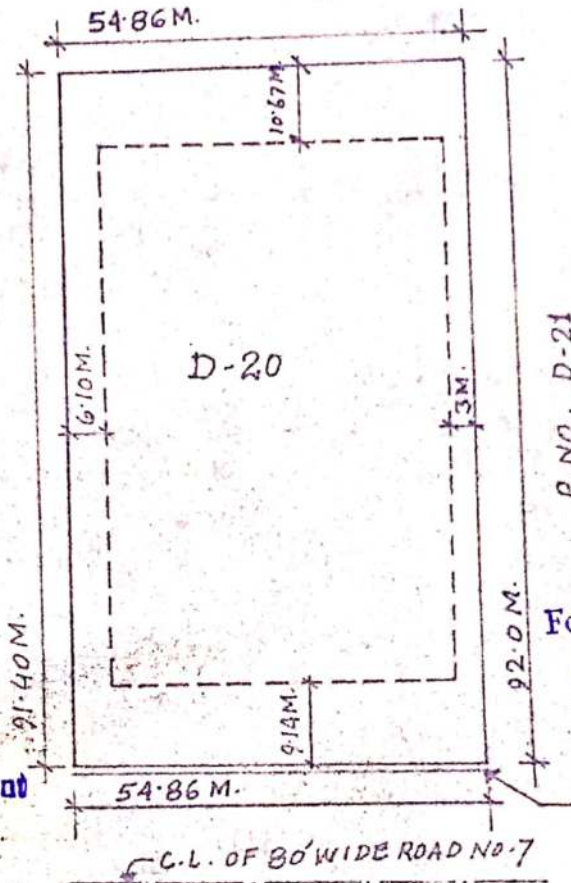
20/11/11
(Ravi Narain)
18/232, Kursawan
Kanpur.

SITE PLAN OF PLOT NO. D-20 INDUSTRIAL AREA, SITE NO. I PANKI - KANPUR

AREA:- 5030.66 SQ MT. (6016.62 Sq yds.)

SCALE:- 1 cm = 10 mts

P.NO. G-33



For Kanpur Plastipack Ltd.,

[Signature]
Managing Director

[Signature]
(S. B. SHUKLA)
Regional Manager
J.P. State Industrial Development
Corporation Limited

MEASURED BY-

sd/-
(PRADEEP SHARMA)
J.E.
U.P.S.I.D.C. LKO.

sd/-
(LAXMI CHAND)
J.E.
U.P.S.I.D.C. LKO.

61 MT. PLOT AWAY FROM THE EDGE
OF DRAFT

TRACED BY-

[Signature]
13/5/86
(A. C. MISRA)
D/MAN
U.P.S.I.D.C. (CIVIL DIVISION)
KANPUR.

194 with the document No. 516 of 1986



Handwritten signature in red ink
SR

PACK LID.

/99-2000

The Chief Manager,
State Bank of India
Industrial Fin.
B 13, Sarvoda
KANPUR 208

Dear

Harshul

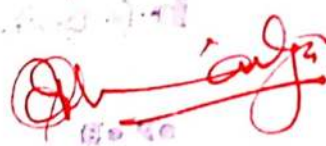
9
1
19-6-86

562
640
19-6-86

329

28
100

516 575 517 510





Annexure - B

Madan Mohan Dixit

Advocate

Phone Office -0512-2324062, Mobile -9415051941,38435031941,
E-Mail-mmdixit_2007@rediffmail.com
Resi: 562 / 44-45 S.K. Building Rail Bazar, Cantt, Kanpur
Office:-Flat No 4 premises No 128 The Mall Kanpur (Near Universal Book Stall)
Court: Opp. Kanpur Bar Association, Civil Court Kanpur
Lucknow Off-23/201 Sahara States Janakipuram.

1.	a) Name of the Branch/ BU seeking opinion. b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	AMT-I State Bank of India Overseas Branch Nagar Kanpur M/s Kanpur Plastipack Limited
2.	a) Name of the unit/concern/ company/person offering the property/ (ies) as security. b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	M/s Kanpur Plastipack Limited D-19-20, Panki Industrial Area, Kanpur Through it Director ----- Being the Borrower, the Borrower Company will create EM over the property in favour of State Bank of India A company incorporated Under the Companies Act 1956 Borrower
3.	Complete or full description of the immovable property/(ies) offered as security for creation of mortgage whether equitable/ registered mortgage. Survey No. Door no. (in case of house property) Locations like name of the place, village, city, registration, sub-district etc. Boundaries	UPSIDC Plot No D-19 with in Industrial Area at PANKI site -5 in Tahsil and District Kanpur containing by admeasuring Area 6996.10 Sq Yards , Bounded as North-Plot No G-32 South- Road East- plot No D-20 West-Road PANKI KANPUR
4.	. Particulars of the documents scrutinized- serially and chronologically (a) Nature of *documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note : Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.	Lease Deed executed 12-10-1971 and Registered on 20-10-1971 in Book No 1 Volume No 2844 on Pages 90 to 172 as Document Serial No 8717 and Duplicate No 8718 in the office Sub Registrar Kanpur Nagar . With site Map. NOC of UPSIDC for EM
5.	Whether certified copy of the documents	Yes

Reference No.2707B/ Doc No 8717/Lease

	are obtained from the relevant Sub-Registrar office and compared with the document made available by proposed mortgager? (Please also enclose all such certified copies and relevant fee receipts along with the TIR)	
5.	<p>a) Whether the records of Sub Registrar office OR the revenue authorities relevant to the property in question are available for verification through any online portal or computer system ?</p> <p>b) If such on line computer records are available, whether any verification of cross checking are made and the comments /finding in this regard.</p> <p>c) Whether the genuineness of the stamp papers is possible to be verified from any online portal ,If so whether such verification was made?</p>	<p>No, this facility is Not available in the region</p> <p>Not applicable as this facility is Not available in the region</p> <p>No, this facility is Not available in the region</p> <p>However the same may be verified by the time of confirming the genuineness of the instrument /title deed/s</p>
7.	<p>a) property offered as security falls within the jurisdiction of which Sub Registrar.</p> <p>b) whether it is possible to have registration of document in respect the property in question ,at more than one office of Sub Registrar /District Registrar – General ,if so ,please name all such offices.</p>	<p>Within the jurisdiction of Sub Registrar Kanpur</p> <p>usually not possible</p>
8	<p><i>Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.</i></p> <p><i>In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)certified copies and relevant fee receipts</i></p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p>I have gone through the Lease Deed executed 12-10-1971 and Registered on 20-10-1971 in Book No 1 Volume No 2844 on Pages 90 to 172 as Document Serial No 8717 and Duplicate No 8718 in the office Sub Registrar Kanpur Nagar . With site Map.</p> <p>It is evident from the lease Deed in question that the Lease Deed Executed by U.P. State Industrial Development Corporation Limited having its registered office at A-1/4 Lakhanpur, Kanpur in favour of /borrower makes it evident that State of U P has acquired land at PANKI ,under the land Acquisition Act, 1894, and has handed over the same to U.P. State Industrial Development Corporation Limited.</p> </div>	

Kanpur and the said Corporation has sub-divided the above land into plots for Industrial units. .

On the request of the Borrower Company , UPSIDC leased out the plot in question on average provisional premium .

For the term of lease is 90 years so the Borrower shall be entitle to enjoy the lease hold rights for residue by means of instant lease deed and the possession of the said plot had been duly delivered to the borrower Subject to the further payment of maintenance charges in accordance to the Clouse 3 (3) of Lease deed and payment of balance Provisional Premium .

Having gone through the documents discussed, I find the chain of title is clear, complete and marketable in favour of the company.

Permission of the UPSIDC had been obtained for creation of the mortgage of the plot.

In light of the documents on record I find a clear complete chain and marketable title in favour of the borrower company.

9	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	lease Hold Rights
10.	<p>If leasehold, whether;</p> <p>a)lease Deed is duly stamped and registered.</p> <p>b)lessee is permitted to mortgage the Leasehold right,</p> <p>c)duration of the Lease/unexpired period of lease,</p> <p>d)if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.</p> <p>e)Whether the leasehold rights permits for the creation of any superstructure (if applicable)?</p> <p>f) Right to get renewal of the leasehold rights and nature thereof.</p>	<p>a) Yes</p> <p>b) yes with written permission of UPSIDC</p> <p>c) 90 years since the date of execution</p> <p>d) No</p> <p>e) Yes</p> <p>f) Not mentioned in the deed</p>
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether; grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions, the mortgagor is competent to create charge on such property, whether any permission from Govt. or any other authority is required for creation of	<p>No, Not Applicable</p> <p>No, Not Applicable</p>

Reference No.2707B/ Doc No 8717/Lease

	mortgage and if so whether such valid permission is available.	
	If occupancy right, whether; a) Such right is heritable and transferable, b) Mortgage can be created.	Not Applicable In conformity of the advice given in para 8 of the report
	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion	Not Applicable , as there are no minor interest is involved in the previous chain of title or present title or in future title proposed to be created in favour of borrower/ mortgagor
4.	If the property has been transferred by way of Gift/Settlement Deed, whether: a) The Gift/Settlement Deed is duly stamped and registered; b) The Gift/Settlement Deed has been attested by two witnesses; c) The Gift/Settlement Deed transfers the property to Donee; d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions; e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question; f) Whether the Donee is in possession of the gifted property; g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage; h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	No, Not Applicable No document are placed during the examination of chain of title in relation to Gift or Settlement either involved in the previous chain of title or present title or in future title proposed to be created in favour of borrower Not Applicable Not Applicable Not Applicable Not Applicable Not Applicable
15	(a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage. (b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. (c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon. (d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities	Not Applicable Not Applicable as the property involved has any history of this effect. Not Applicable Not Applicable Not Applicable

	are completed/ complied with. (e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not applicable
16.	Whether the title documents include any testamentary documents /wills? (a) In case of wills, whether the will is registered will or unregistered will? (b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court? (c) Whether the property is mutated on the basis of will? (d) Whether the original will is available? (e) Whether the original death certificate of the testator is available? (f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	No title documents include any testamentary documents /wills. Not Applicable Not Applicable Not Applicable Not Applicable Not Applicable Not Applicable
17.	(a) Whether the property is subject to any wakf rights? (b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties? (c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	No , Not Applicable No , Not Applicable No , Not Applicable
18.	(a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc. (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	No, Not Applicable Please refer the Para 8 of TIR

19.	<p>(a) Whether the property belongs to any trust or is subject to the rights of any trust?</p> <p>(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?</p> <p>(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?</p> <p>(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.</p>	<p>No, Not Applicable</p> <p>No, Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p>
20.	<p>(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.</p> <p>(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?</p> <p>(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.</p>	<p>No , Not Applicable</p> <p>No , Not Applicable</p> <p>No , Not Applicable</p>
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.),	<p>No ,</p> <p>Since the property is Industrial in nature and lease granted by UPSIDC (A body of UP Government for promoting the industries and providing the land to entrepreneur. Hence the Land shall be governed by TP Act and personal law of the partners within the lease terms.</p>
22.	<p>(a) Whether the property is subject to any pending or proposed land acquisition proceedings?</p> <p>(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.</p>	<p>No,</p> <p>No</p> <p>As UPSIDC (A body of UP Government for promoting the industries and providing the land to entrepreneur</p>
23.	<p>(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?</p> <p>(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its</p>	<p>No comments are possible to be made as No Records are available, However a Declaration on oath be taken from the mortgager that there is / are no Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. over the property</p>

	future enforcement? (c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/markings.	offered to be mortgaged as the information and knowledge may be personal to the mortgager and is the issue of personal knowledge of the owner of the property therefore The borrower shall be required to submit a declaration on oath of this effect . No, the title document/s has/have No mark of any court seal or endorsement by any authority regarding the right of mortgage
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered. (b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws? (c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	No , Not Applicable No Not Applicable
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	No Applicable
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	No, Not Applicable
27.	(a) Whether any POA is involved in the chain of title? (b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law. (c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/Firms/Individual or Proprietary Concerns	No, Not Applicable Not Applicable Not Applicable

<p>in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).</p>	<p>Not Applicable</p>
<p>(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.</p>	<p>Not Applicable</p>
<p>In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.</p>	<p>Not Applicable</p>
<p>i. Whether the original POA is verified and the title investigation is done on the basis of original POA?</p>	<p>Not Applicable</p>
<p>ii. Whether the POA is a registered one?</p>	<p>Not Applicable</p>
<p>iii. Whether the POA is a special or general one?</p>	<p>Not Applicable</p>
<p>iv. Whether the POA contains a specific authority for execution of title document in question?</p>	<p>Not Applicable</p>
<p>(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)</p>	<p>Not Applicable</p>
<p>(g) Please comment on the genuineness of POA?</p>	<p>Not Applicable</p>
<p>(h) The unequivocal opinion on the enforceability and validity of the POA?</p>	<p>Not Applicable</p>
<p>28. Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.</p>	<p>No, M/s Kanpur Plastipack Limited Having it registered office at D-19-20, Panki Industrial Area, Kanpur Through its Director authorized under the Board Resolution.</p>
<p>29. If the property is a flat/apartment or residential/commercial complex, check and comment on the following: (a) Promoter's/Land owner's title to the land/ building; (b) Development Agreement/Power of Attorney; (c) Extent of authority of the Developer/builder;</p>	<p>No, Not Applicable As it is Industrial only No, Not Applicable No, Not Applicable as the owner of land has self developing/developed the area No, Not Applicable</p>

(d) Independent title verification of the Land and/or building in question;	No
(e) Agreement for sale (duly registered);	Yes
(f) Payment of proper stamp duty;	Not Applicable
(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	Not Applicable
(h) Approval of building plan, permission of appropriate/local authority, etc.;	Not Applicable
(i) Conveyance in favour of Society/ Condominium concerned;	Not Applicable
(j) Occupancy Certificate/allotment letter/letter of possession;	Not Applicable
(k) Membership details in the Society etc.;	Not Applicable
(l) Share Certificates;	Not Applicable
(m) No Objection Letter from the Society;	Not Applicable
(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Not Applicable
(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Not Applicable
(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	No, not applicable factory building is to be constructed as per UPSIDC rules.
(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Please ensure through the valuer report

30	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	No Registered encumbrances are found in the records of Sub Registrar having local jurisdiction while Attachments, or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc is/are is the matters and facts of personal knowledge of the mortgager, not possible to be traced. Therefore, I am of the opinion that a declaration /affidavit or indemnity of the mortgager be taken and be kept in the records of Bank documents.
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	Not Applicable
32.	Details regarding property tax or land revenue or other statutory dues	Not Applicable

	paid/payable as on date and if not paid, what remedy?	
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon. (b) Whether No Objection Certificate under the Income Tax Act is required/obtained.	The Act has been Repealed Not mandatory under the law for creation of mortgage However a Declaration by the Borrower be taken that the Land is not attached or subject to be Attached under Income Tax Act or any notice have been served from IT department in relation to attachment.
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	Not Applicable
35	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	No , Not Applicable
36	(a) Whether the property offered as security is clearly demarcated? (b) Whether the demarcation/ partition of the property is legally valid? (c) Whether the property has clear access as per documents?	Yes The boundaries of the property are mentioned in the deed ,
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? (a) Document in relation to electricity connection; (b) Document in relation to water connection (c) Document in relation to Sales Tax Registration, if any applicable; (d) Other utility bills, if any.	Yes it is advisable that a certificate of this effect be taken from the valuer who made a physical inspection of the land and building Please obtain at your end , Please obtain at your end Please obtain at your end However it is made clear that these documents may considered neither for confirming the possession nor for confirming the lawful title to create Equitable mortgage.
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	The boundaries of the property are mentioned in the deed however no other document is on the records , it is available to confirm the same from the valuer report who made a physical inspection of the land and building
39	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds.	Available

Reference No.2707B/ Doc No 8717/Lease

(If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Valuation reports Confirms the boundaries.
Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No
Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Bank may take recourse of Sec 13 and Sec 14 of SARFAESI ACT 2002 at relevant situation as the permission is obtained from UPSIDC for creation of mortgage
42. In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Not Applicable ,
43. Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Yes , in terms of Memorandum and Articles of the Association of M/s Kanpur Plastipack Limited
44. Additional aspects relevant for investigation of title as per local laws.	No Additional aspects required to be explored as the suggested document/s is/are deposited to enforce the security at relevant circumstances.
45. Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	The suggestions, to safeguard the interest of Bank/ensuring the perfection of security are discussed comprehensively in the Column No 8
46. The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M M/s Kanpur Plastipack Limited Having it registered office at D-19-20, Panki Industrial Area, Kanpur Through its Director authorized under the Board Resolution.

Bank's Lawyer

Madan Mohan Dixit
Advocate

Myer's Reference No.2707B/ Doc No 8717/Lease

**Annexure -
Certificate of title C**

I have examined the Title Deed/s intended to be deposited relating to the schedule property/(ies) and offered as security by way of ***Registered/ Equitable/English Mortgage** and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage and I further certify that:

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.

3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices./Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to willful negligence on my part or by my agent in making search.

4. Following scrutiny of Land Records/ Revenue Records, relative Title Deed/s, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

5. There are no prior Registered Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period of 30 years from 1989 to March 2019 for 30 years pertaining to the Immovable Property/(ies) covered by above said Title Deeds.

6. ~~In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).~~

7. ~~Minor/(s) and his/ their interest in the property/(ies) is to the extent of Specify the share of the Minor with Name). (Strike out if not applicable).~~

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, M/s Kanpur Plastipack Limited Having it registered office at D-19-20, Panki Industrial Area, Kanpur Through its Director authorized under the Board Resolution. Being Borrowers.

9. I certify M/s Kanpur Plastipack Limited Having it registered office at D-19-20, Panki Industrial Area, Kanpur Through its Director authorized under the Board Resolution. has an absolute, clear and Marketable lease hold title over the Schedule property/ (ies). A valid Equable mortgage can be created.

10. In case of creation of Mortgage by, M/s Kanpur Plastipack Limited Having it registered office at D-19-20, Panki Industrial Area, Kanpur Through its Director authorized under the Board Resolution. we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:

1. Original Lease Deed executed 12-10-1971 and Registered on 20-10-1971 in Book No 1 Volume No 2844 on Pages 90 to 172 as Document Serial No 8717 and Duplicate No 8718 in the office Sub Registrar Kanpur Nagar . With site Map.
2. Copy of permission from the UPSIDC for creation of the mortgage of plot

SCHEDULE OF THE PROPERTY/IES

Details of the Property

UPSIDC Plot No D-19 with in Industrial Area at PANKI site -5 in Tahsil and District Kanpur containing by admeasuring Area 6996.10 Sq Yards ,
Bounded as

North-Plot No G-32

South- Road

East- plot No D-20

West-Road

PANKI KANPUR

11. There are no legal impediments for creation of the Mortgage, if advice properly followed, under any applicable Law/ Rules in force.

Place:- Kanpur

Date- 04-04-2019

BANK'S LAWYER

Madan Mohan Dixit
Advocate



Central Registry of Securitisation Asset Reconstruction and Security Interest of India

5th Floor, MTNL Telephone Exchange Building,

8, Bhikaji Cama Place, New Delhi-110066

29.10

Search Result for Matching Asset
Search reference Id : 200038689427
Search Date: 16-12-2015 13:43:02

Search Details Entered by User

Asset Id:	100002131355
-----------	--------------

Asset Details Of Security Interest

Asset Id:	100002131355	Nature of Property:	Industrial Plot
Plot Id:	D19	Survey No:	D19
House Id:	D19	Floor No:	
Building No:		Building Name:	AREA IN SQ YARDS
Buildup Area:	6996.1 Square feet	Street Name:	
Sector/Ward No:		Locality:	PANKI INDUSTRIAL AREA
Landmark:		Block No:	
Village:		Town:	
Taluka:		District:	KANPUR
PIN Code:	208022	State:	Uttar Pradesh

General Details of Security Interest(s) for the Asset

Sr. No.	Security Interest Id	SI Creation Date	Charge Holder Name	Is asset Under Charge ?	Charge Release Date	Borrower Type	Borrower(s)	Sub Borrower (Partner Name If any)	Third Party Mortgagee(s)
1	100002131355	08-05-2002	STATE BANK OF INDIA BSR/Branch Code:	Yes	N/A	1. Company / Government Body	1. KANPUR PLASTIPAC K LTD. (Uttar Pradesh, PIN: 208022)	1. N/A	N/A

This is a computer generated report and does not require a signature.

Disclaimer :

The details of the property as above is "as is basis" which are fed in the Central Register by the respective Banks/FIs pursuant to Section 23 of the SARFAESI Act. CERSAI makes no warranties, expressed or implied, and hereby disclaims and negates all warranties, including without limitation, implied warranties or conditions of merchantability, title, encumbrance of the said property. Further, CERSAI does not warrant or make any representations concerning the accuracy, reliability of the data.

For any further clarification you can contact us on our Helpdesk Numbers : 011-26176847, 011-26176855, 011-26176856



The stamp sheet of Rs. 500 = 00 ... is attached

Lease deed between U. P. State Industrial Corporation
Ltd. & M. ... Kanpur Plastic Pack Private Ltd.

For the 10 years at a rental Rs. 145 = 00 ...

for the next thirty years & at Rs. 217 = 50 ...

for the next thirty years & at Rs. 326 = 25 ...

for the next thirty years i.e., on an average ...

Annual rent of Rs. 229 = 28 with a provision of Rs. 90,949 = 30

Regarding plot No. D-19 ...

Situated in Industrial Area Panhi Kanpur ...

Situated in village Nanea - Khera ...

Lessor,

Lessee,

[Signature]

Officer on Special Duty
U.P. State Industrial Corporation Ltd
KANPUR.

For KANPUR PLASTIPACK (P) LTD.

[Signature]
Managing Director.

500 Rs.



This stamp sheet of Rs. 500 = 00 ... is attached
 to the Lease deed between U. P. State Industrial Corporation
 Ltd. & M. Kanpur Plastics Pack Pvt Ltd
 for 10 years at a rental Rs. 145 = 00 ...
 For the first five years at Rs. 217 = 50 ...
 for the next five years & at Rs. 326 = 25 ...
 For the next five years i.e., at an average ...
 Annual rent of Rs. 229 = 58 with a premium of Rs. 90,949 = 30
 Regarding plot No. 3 - 19 ...
 Situated in Industrial Area ... Parki, Kanpur
 Situated in village ... Narela - Khera

Lessor,

Lessee,

Officer on Special Duty
 U. P. State Industrial Corporation Ltd
 KANPUR.

For KANPUR PLASTIPACK (P) LTD.

Managing Director.



This stamp sheet of Rs. 500 = 00 ... is attached
to the lease deed between U. P. State Industrial Corporation
Ltd. & Kanpur Plastic Pack Pvt Ltd.
for a period of 14.5 = 00 ...
for the first 10 years & at Rs. 2.17 = 50 ...
for the next 5 years & at Rs. 3.26 = 25 ...
for the last 10 years i.e., on an average ...
A total rent of Rs. 229 = 58 with a premium of Rs. 90,949 = 30
Plot No. D-19 ...
Situated in Industrial Area Panji, Kanpur
Situated in village Narora - Khara

Lessor,

Lessee.

Prof. H. S. ...

Officer on Special Duty
U. P. State Industrial Corporation Ltd
KANPUR.

For KANPUR PLASTIPACK (P) LTD.

Subhagana
Managing Director.



This stamp sheet of Rs. 500-00 ... is attached
to the lease deed between U.P. State Industrial Corporation
Ltd. & M/s. Kanpur Plastic Pack Pvt. Ltd.
for the 90 years at a rental Rs. 145 = 00 ...
for the last thirty years & at Rs. 217 = 50 ...
for the next thirty years & at Rs. 326 = 25 ...
for the next thirty years i.e., on an average... ..
Annual rent of Rs. 229 = 58 with a premium of Rs. 90, 949 = 30
Regarding plot No. D-19 ...
Situated in Industrial Area Pauhi, Kanpur
Situated in village Narega - Khara ...

Lessor,

Lessee.

Prop.
Officer on Special Duty
U.P. State Industrial Corporation Ltd
KANPUR.

For KANPUR PLASTIC PACK (P) LTD.
Subhanna
Managing Director.

UPRADESH


500 Rs.

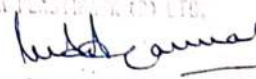


The sum of Rs. 500-00 ... is attached
 and is paid between U. P. State Industrial Corporation
 and M/s. Kanpur Plastic Pack Pvt Ltd.
 for the 10 years at a rental Rs. 145-00 ...
 for the next thirty years & at Rs. 217-50 ...
 for the next thirty years & at Rs. 326-35 ...
 for the next thirty years i.e., on an average ...
 Annual rent of Rs. 229-58 with a premium of Rs. 90,949-30
 Regarding plot No. D-19
 Situated in Industrial Area, Paurbi, Kanpur
 Situated in village, Narea - Khera

Lessor,

Lessee.


 Officer on Special Duty
 U. P. State Industrial Corporation Ltd
 KANPUR.

For KANPUR PLASTIC PACK LTD.

 Managing Director.



This stamp sheet of Rs. 500 = 00 ... is attached
to the lease deed between U. P. State Industrial Corporation
Ltd. & M/s... Kanpur Plastic Pack Pvt. Ltd.
for the 90 years at a rental Rs. 145 = 00 ...
for the first thirty years & at Rs. 217 = 50 ...
for the next thirty years & at Rs. 326 = 35 ...
for the next thirty years i.e., on an average...
Annual rent of Rs. 229 = 58 with a premium of Rs. 90,949 = 30
Regarding plot No. D-19
Situated in Industrial Area Pauhi, Kanpur
Situated in village Narela - Khera

Lessor,

Lessee.

P. S. I. C.
Officer in Special Duty
U. P. State Industrial Corporation Ltd.
KANPUR.

For KANPUR PLASTIPACK (P) LTD.
K. S. G.
Managing Director.

PRADESH

500 Rs.



This stamp sheet of Rs. 500 = 00 ... is attached
to the lease deed between U. P. State Industrial Corporation
Ltd. & M/s. Kanpur Plastipack Pvt Ltd
for the 99 years at a rental Rs. 14.50 = 00 ...
for the first 10 years & at Rs. 2.17 = 50 ...
for the next 10 years & at Rs. 3.26 = 25 ...
for the next 10 years i.e., on an average...
Annual rent of Rs. 229 = 58 with a premium of Rs. 90,949 = 30
The plot No. D-19 ...
Situated in Industrial Area Panji Kanpur
Situating in village Nandea Khurda

Lessor,

Lessee.

Prof. ...

Officer on Special Duty
U. P. State Industrial Corporation Ltd.
KANPUR.

For KANPUR PLASTIPACK (P) LTD.

Subhakar ...
Managing Director.

PRADESH

500 Rs.



This stamp of Rs. 500/- is attached
to the Lease deed let from U. P. State Industrial Corporation
Ltd. & M... Kanpur Plastic Pack Pvt Ltd
for the 90 years at a rental Rs. 145/-
for the first thirty years & at Rs. 217/-
for the next thirty years & at Rs. 326/-
for the next thirty years i.e., on an average...
Annual rent of Rs. 229/- with a premium of Rs. 9,949/-
Regarding plot No. D-19
Situated in Industrial Area, Pauri, Kanpur
Situated in Village, Narca - Khara

Lessor,

Lessee.

[Signature]
General Manager
U. P. State Industrial Corporation Ltd.
KANPUR.

For KANPUR PLASTIPACK (P) LTD.
[Signature]
Managing Director.

PRADESH

500 Rs.



1. A deed of Rs... 500 = 00 ... is attached
2. The deed between U. P. State Industrial Corporation
3. For Rs... Kanpur Plastic Pack Pvt Ltd.
4. For the 10 years at a rental Rs... 145 = 00 ...
5. For the last thirty years & at Rs... 217 = 50 ...
6. For the next thirty years & at Rs... 336 = 25 ...
7. For the next thirty years i.e., on a average ...
8. Annual rent of Rs... 229 = 58 with a premium of Rs... 90,949 = 30
9. Registered by No... D-19 ...
10. Situated in local area Kanpur + Kanpur
11. Situated in village Narela - Khera

Lessor,

Lessee.

Prof. S. S. Singh

Officer on Special Duty
U. P. State Industrial Corporation Ltd
KANPUR.

For KANPUR PLASTIPACK (P) LTD.

U. P. Singh
Managing Director.



This stamp sheet of Rs. 500 = 00 is attached
to the lease deed between U. P. State Industrial Corporation
Ltd. & Kanpur Plast. Pack. Pvt. Ltd.
for the term of 10 years at a rental Rs. 14,250.00
for the first 5 years & at Rs. 21,750.00
for the next 5 years & at Rs. 32,625.00
for the next 5 years i.e., on an average...
Annual rent of Rs. 22,958 with a premium of Rs. 90,949 = 30
Plot No. D-19
Situated in Industrial Area, Paurbi, Kanpur
Situated in village, Narela - Khora

Lessor,

Lessee.

Prof. S. K. Singh

Officer in Special Duty
U. P. State Industrial Corporation Ltd
KANPUR

For KANPUR PLASTIPACK (?) LTD.

W. S. Sharma
Managing Director.

UTTAR PRADESH

500 Rs.



500 = 00 ... is attached

Kanpur Plastic Pack Pvt. Ltd.

Plot No. 145 = 00
For the next thirty years & at Rs. 212 = 50
For the next thirty years & at Rs. 326 = 00
For the next thirty years i.e., on an average ...
Annual rent of Rs. 229 = 08 with a premium of Rs. 90,999 = 30
Plot No. 145 = 19
Situated in Industrial Area, Parki, Kanpur
Situated in village, Narea, Khara

Lessor,

[Signature]

Officer on Special Duty
Kanpur Industrial Corporation Ltd.
KANPUR

For KANPUR PLASTIPACK (P) LTD.

[Signature]
Managing Director.



... of Rs. 200-00 ... is attached
 ... deed between U. P. State Industrial Corporation
 & M/s. Kanpur Plastic Pack Ltd.
 for the 50 years at a rental Rs. 145-00 ...
 for the first thirty years & at Rs. 317-50 ...
 for the next thirty years & at Rs. 326-35 ...
 for the next thirty years i.e., on an average ...
 Annual rent of Rs. 329-58 with a premium of Rs. 90,949-30
 The filling plot No. D-19 ...
 Situated in Industrial Area, Panchi, Kanpur
 Situated in village, Narela - Khaza

Witness,

Witness

[Signature]

Officer on Special Duty
 U.P. State Industrial Corporation Ltd
 KANPUR.

For KANPUR PLASTIPACK (P) LTD.

[Signature]
 Managing Director.



The sum of Rs. 200 = 00 ... is attached
 to the Lease Deed on I. P. State Industrial Corporation
 Ltd. & M. Kanpur Plastipack Pvt Ltd.
 for the 90 years at a rental Rs. 14.5 = 00 ...
 for the first ten years & at Rs. 2.12 = 50 ...
 for the next thirty years & at Rs. 3.26 = 25 ...
 for the next thirty years i.e., on an average ...
 Annual rental Rs. 229 = 58 with a premium of Rs. 90949 = 30
 Regard : D - 19 ...
 Situated at ... Panki, Kanpur
 Situated at ... Narea, Khera

Lessor,

[Signature]

Officer on Special Duty
 I. P. State Industrial Corporation Ltd
 KANPUR.

For KANPUR PLASTIPACK (P) LTD.

[Signature]
Managing Director



The sum of Rs. 4500.00 ... is attached
 ... done by M. P. State Industrial Corporation
 ... Kanpur 31.12.53 ...
 ... 1450.00 ...
 ... 2175.00 ...
 ... 3262.50 ...
 ... 2295.00 ...
 ... with a premium of Rs. 95.949 = 20
 Regarding the No. 2-19 ...
 Situated in Industrial Area Ranhi, Kanpur
 Situated in village Nara - Khara

For,

For,

Officer in Special Duty
 U.P. State Industrial Corporation Ltd
 KANPUR.

For KANPUR PLASTIPACK CO. LTD.

Managing Director.



... 40 = 00 ... is attached
 to the lease deed for U.P. State Industrial Corporation
 Ltd. & Co. Kanpur Plastic Pack Pvt Ltd.
 for the first 10 years at a rent of Rs. 145 = 00
 for the next thirty years & at Rs. 217 = 50
 for the next thirty years & at Rs. 326 = 25
 for the next thirty years i.e., on an average ...
 Annual rent of Rs. 229 = 58 with a premium of Rs. 90,949 = 30
 Regarding plot No. 7-19
 Situated in Industrial Area. Panhi, Kanpur
 Situated in village. Narela - Khura

Lessor,

[Signature]

Officer on Special Duty
 U.P. State Industrial Corporation Ltd
 KANPUR.

Lessee.

For KANPUR PLASTIPACK (P) LTD.

[Signature]
 Managing Director.

LEASE DEED

Industrial Area,

..... Pauhi, KanpurPlot No. D-19

THIS LEASE DEED made on the 12 day of October in the year one thousand nine hundred and seventy one between U.P. State Industrial Corporation Limited, Kanpur, a body corporate under the Indian Companies Act (hereinafter called the *Lessor* which expression shall, unless the context does not so admit, include its successors and assigns) of the one part AND

Sri. s/o.

r/o. proprietor of the single-owner firm of.

or

Sri. s/o.

r/o.

Sri. s/o.

r/o.

Sri. s/o.

r/o.

constituting the registered partnership firm of.

or

M/s Kanpur Plasti Pack Private Limited

a company registered under the Indian Companies Act and having its registered office

at Chowk Post office Building, Meston Road, Kanpurthrough Sri Mahesh Swarup Agarwal, Managing Directora society registered under the Co-operative Societies Act, hereinafter called the *Lessee*(which expression shall unless the context does not so admit include his heirs, executors,
its successorsadministrators, representatives and permitted assigns of the other part.
and permitted assigns

WHEREAS the State of Uttar Pradesh has acquired land at Pauhi, Kanpur under the Land Acquisition Act of 1894 and has handed over the same to the U.P. State Industrial Corporation Limited for the purpose of setting up an Industrial Area and the said Corporation has sub-divided the above land into plots for industrial units for leasing out such sub-divided plots to industrialists for erecting on each plot a factory according to the factory bye-laws and building plans approved by the proper municipal and other competent authorities.

Pro Secy
Officer on Special Duty

U.P. State Industrial Corporation Ltd.
KANPUR.

For KANPUR PLASTIPACK (?) LTD.

Managing Director.

Post in
the
the Nagar Mahapalika, Kanpur and
registered on the 2nd day of April, 1971.

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease, the plot of land hereinafter described on the terms and conditions hereinafter appearing for the purpose of constructing within the Industrial Area... Panhi, Kanpur... an Industrial unit for manufacturing... Plastic goods... according to the design and building plan approved by the proper municipal or other competent authority.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS :

1. In consideration of the payment by the Lessee of Rs. 9095=00 (Rupees Nine thousand ninety five) the receipt whereof the Lessor hereby acknowledge and of Rs. 81854=30 to be paid in eight yearly instalments as follows along with interest at 9% per annum on the outstanding amount as under:—

1. Rs. 10,231=79 on the 7th day of June 19..72
2. Rs. 10,231=79 on the 7th day of June 19..73
3. Rs. 10,231=79 on the 7th day of June 19..74
4. Rs. 10,231=79 on the 7th day of June 19..75
5. Rs. 10,231=79 on the 7th day of June 19..76
6. Rs. 10,231=79 on the 7th day of June 19..77
7. Rs. 10,231=79 on the 7th day of June 19..78
8. Rs. 10,231=79 on the 7th day of June 19..79

Provided that if the Lessee pays the instalments on the due dates, and there are no overdue the Lessor will allow him a rebate of 2½% in the rate of interest as premium and of the rent hereinafter reserved and of the covenants, provisos and agreements herein contained and on the part of the Lessee to be respectively paid, observed and performed the Lessor doth hereby demise to the Lessee, all that plot of land numbered as... D-19... situated within the Industrial Area at... Panhi, Kanpur... containing by admeasurement... 6.9.6=10... be the same a little more or less, and bounded

on the North by... G-32
on the South by... Road
on the East by... D-20
on the West by... Road

and which said plot of land is more clearly delineated and shown in the attached plan and therein marked red TO HOLD the said plot of land (hereinafter referred to as 'the demised premises') with their appurtenances unto the Lessee for the term of ninety years from... 12... day of... October 1971 except and always reserving to the Lessor and his successors or assigns :

(a) A right to lay water mains, drains, sewers or electric wires under or over the demised premises, if deemed necessary by the Lessor or his successors or assigns in developing the area.

(b) Full rights and title to all mines and minerals in and under the demised premises or any part thereof.

(c) Yielding and paying therefor unto the Lessor on the... 12... day of... October in each year in advance the yearly rent at the rate of Rs. 100/- per acre per year during the first thirty years, Rs. 150/- per acre per year during the next thirty years after the expiry of the first thirty years and Rs. 225/- per acre per year during the next thirty years after the expiry of the first sixty years, the rent upto the... 11... day of... Oct 1972 having not been paid.

Provided that if any instalment of premium with interest as agreed above is not paid in full and the whole or any part of the unpaid premium remains in arrears the Corporation shall have the right to recover the same with interest at the agreed rate of 9%.

For on Special Duty
Industrial Corporation Ltd.
KANPUR.

For KANPUR PLASTIPACK (P) LTD.
[Signature]
Managing Director.

right to claim for the refund of any money paid by him to the Lessor up to that time or to claim any compensation for the structures and materials put up by him on the demised premises.

Provided further and always that the right of re-entry and determination of the lease as hereinbefore provided shall not be exercised if the industry at the demised premises has been financed by the State Government or Industrial Finance Corporation of India or the U. P. Financial Corporation and the said financing body or bodies mentioned above remedy the breach or breaches within a period of 60 days from the date of the notice issued or served by the Lessor on the said financing institution or institutions regarding the said breach or breaches.

(b) Any losses suffered by the Lessor on a fresh grant of the demised premises for breach of conditions aforesaid on the part of the Lessee or any person claiming through or under him shall be recoverable by the Lessor.

(c) Any notices required to be served hereunder shall be deemed to have been sufficiently served on the Lessee if served by Registered Acknowledgement Due post and signed by an officer of U. P. State Industrial Corporation Limited and the services shall be deemed to have been made at the time on which the registered letter would in the ordinary course be delivered even though returned unserved on account of the refusal by the Lessee or otherwise howsoever. A notification of any decision by U. P. State Industrial Corporation Limited shall also be served in the same manner as prescribed above.

(d) All powers exercisable by the Lessor under this lease may be exercised by the Managing Director of U. P. State Industrial Corporation Limited. The Lessor may also authorise any other officer or officers of the Corporation to exercise all or any of the powers exercisable by him under this Lease.

Provided that the expression Managing Director shall include the Managing Director for the time being or any other officer who is entrusted by the Lessor with functions similar to those of the Managing Director.

(e) EVERY dispute, difference or question, touching or arising out or in respect of this deed or the subject matter thereof shall be referred to the sole arbitration of the Collector of the district wherein the leased plot is situated or any person appointed by him. The decision of such arbitrator shall be final and binding on the parties.

(f) The stamp and registration charges on this deed shall be borne by the Lessee.

IN WITNESS HEREOF the parties hereto have set their hands the day and in the year first above written.

Signed by :

Witness

Office Superintendent,
U. P. State Industrial Corp.
KANPUR

Witness

S.S. Pandey, True copy
Sr. Asstt.
U.P.S.I.C. Ltd.
Kanpur

For and on behalf of
U.P. State Industrial Corporation Ltd.

Officer on Special Duty
U. P. State Industrial Corporation Ltd
KANPUR.

Signed by :

Witness

K.V. Divakaran.
112/315 A, Swaroopnagar,
Kanpur - 2.

Witness

S.P. Rajvaran
10 Akce. P.C. Gupta
Parrabi Bagh Road
Civil Lines Kanpur

For and on behalf of the Lessee

For KANPUR PLASTIPACK (P) LTD.

Managing Director.

SITE PLAN OF PLOT NO D-19

INDUSTRIAL AREA, KANPUR

AREA = 5849, 60 SQ. M (6336.105 HA)

SCALE: 1 CM = 10 M

C.L. OF 150 FT WIDE ROAD NO-3

G-32

64.00M

D-19

91.45M

7.22

0.25M

62M

D-20

91.45M

6 M PLOT AWAY FROM EDGE OF PLOT

0.55M DRAIN AWAY FROM EDGE OF DRAIN

C.L. OF 80 FT WIDE ROAD NO-1

MEASURED BY *Y. K. Singh*

VERIFIED

Officer on Special Duty
U.P. State Industrial Corporation Ltd.
KANPUR.

DRAWN BY

For KANPUR STATE INDUSTRIAL CORPORATION

Indra Kumar
Managing Director

CLARK CHAND

REGISTERED ENGINEER
TRADE AND INDUSTRIAL
KANPUR

Presented with document No. 8717 of
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