

Ref: SBI/Comm. Branch/Nehru Place/20629/2022

Dated: 19.05.2022

**ANNEXURE-B**

To,

The Deputy General Manager,  
State Bank of India,  
Commercial Branch,  
Plot No.61, 6th Floor,  
IFCI Tower, Nehru Place,  
New Delhi-110019.

**Sub: Title Investigation Report on Plot No. A-1 (7121.32 Sq. Mtrs) & A-2 (6807.13 Sq. Mtrs), total Area Meas. 13928.45 Sq. Mtrs, Growth Centre, UPSIDC, Industrial Area G.C. Jainpur (Ind), Kailash Nagar, Akbarpur, District Kanpur Dehat, Uttar Pradesh in the name of M/s KKSPUN India Limited having its Registered office at DSIIIDC Shed No. 103, Scheme - I, Okhla Industrial Area, Phase-II, New Delhi - 110020 through its Directors Sh. Himanshu Gupta S/o Sh. Pramod Gupta & Ors.**

**Borrower: M/s KKSPUN India Limited** having its Registered office at DSIIIDC Shed No. 103, Scheme - I, Okhla Industrial Area, Phase-II, New Delhi - 110020 through its Directors Sh. Himanshu Gupta S/o Sh. Pramod Gupta & Ors.

Sir,

Present Title Investigation Report is with regard to the papers of the above said property handed over by you to undersigned for conducting a Legal Search and Title Clearance of the above said property.

From the papers made available to the undersigned and consequential inspection carried at the office of Concerned Sub Registrar, of the Record as made available, I am submitting my Title Investigation Report as Under:

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| 1. | a). Name of the Branch/Business Unit/Office Seeking Opinion   | Commercial Branch<br>IFCI Tower, Nehru<br>Place, New Delhi |
|    | b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded. | NA   |

Uco Bank  
Indian Overseas Bank  
& Allahabad Bank

Also at :

Tis Hazari Courts,  
Delhi-110054



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|    | c) Name of the Borrower.   | <b>M/s KKSPUN India Limited</b> having its Registered office at DSIIDC Shed No. 103, Scheme - I, Okhla Industrial Area, Phase-II, New Delhi - 110020 through its Directors Sh. Himanshu Gupta S/o Sh. Pramod Gupta & Ors. |
| 2. | a) Name of the unit/concern/ company/ Person offering the property/ (ies) as security.                               | <b>M/s KKSPUN India Limited</b> having its Registered office at DSIIDC Shed No. 103, Scheme - I, Okhla Industrial Area, Phase-II, New Delhi - 110020 through its Directors Sh. Himanshu Gupta S/o Sh. Pramod Gupta & Ors. |
|    | b)Constitution of the unit/concern/ person/ body/authority offering the property for creation of charge.             | Ltd. Firm   |
|    | c)State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.) | Borrower  |
| 3. | Complete or full description of the immovable property/ (ies) offered as security including the following details.   | Plot No. A-1 (7121.32 Sq. Mtrs) & A-2 (6807.13 Sq. Mtrs), total Area Meas. 13928.45 Sq. Mtrs, Growth Centre, UPSIDC, Industrial   |
|    | (a) Survey No.   |   |
|    | (b) Door/House no. ( in case of house property)  |   |





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|    | (c) Extent/ area including plinth/ built up area in case of house property   |                          |  |   | Area G.C. Jainpur (Ind), Kailash Nagar, Akbarpur, District Kanpur Dehat, Uttar Pradesh<br><br>North: PWD Gajner Road,<br><br>South: 18 M. Wide Road No. 9<br><br>East: Administrative Building,<br><br>West: Plot No A-31 |
|    | (d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.   |                          |  |   |   |
| 4. | a)Particulars of the documents scrutinized-serially and chronologically.<br><br>(a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.<br><br>Note : Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined. |                          |  |   |   |
|    | Sl No  | Date                     | Name/ Nature of the Document   | Original/ certified copy/ certified extract/ photocopy etc. | In case of copies, whether the original was scrutinized by the Advocate.  |
|    | 1  | 19/07/2010<br>21/07/2010 | Regd. Lease Deed Dated: 19/07/2010, Bahi No. I, Zild No. 2000, Pages- 311-422, | Original  | Yes   |



|   |            |  |           |    |
|---|------------|--|-----------|----|
|   |            | Registration No. 3488, Dated 21/07/2010, Sub Registrar-Akbarpur, Ramabai Nagar, Kanpur, Uttar Pradesh executed by <b>U.P. State Industries Development Corporation Limited</b> in favour of <b>M/s K.K. Spun Pipe Pvt. Ltd.</b> through its <b>Managing Director Sh. Himanshu Gupta S/o Sh. Pramod Gupta</b> |           |    |
| 2 | 22/03/2016 | Certificate of Incorporation Dated: 22/03/2016 issued by Ministry of Corporate Affairs for the name change of company from <b>K.K. Spun Pipe Pvt. Ltd.</b> to <b>KKSPUN India Private Ltd.</b>   | Photocopy | No |
| 3 | 16/05/2016 | Certificate of Incorporation Dated:  | Photocopy | No |



|   |            |   |          |     |
|---|------------|---|----------|-----|
|   |            | 16/05/2016<br>issued by<br>Ministry of<br>Corporate Affairs<br>for conversion to<br>Public Limited<br>Company and<br>name was<br>changed from<br><b>KKSPUN India<br/>Private Ltd. to<br/>KKSPUN India<br/>Limited</b> |          |     |
| 4 | 03/02/2021 | Permission to<br>mortgage Dated:<br>03/02/2021 from<br><b>Uttar Pradesh<br/>State Industrial<br/>Development<br/>Authority</b> in the<br>name of <b>SBICAP<br/>Trustee<br/>Company Ltd</b>                            | Original | Yes |
| 5 | 04/02/2021 | Memorandum of<br>Entry Dated<br>04/02/2021<br>executed by<br><b>SBICAP Trustee<br/>Company Ltd</b>  | Original | Yes |
| 6 | 04/02/2021 | Director's<br>Declaration<br>Dated:<br>04/02/2021<br>executed by <b>Sh.<br/>Himanshu<br/>Gupta S/o Late<br/>Sh. Pramod<br/>Kumar Gupta</b>  | Original | Yes |





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| 5. | <p>a) 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.</p> | <p>That the Regd. Lease Deed Dated: 19/07/2010, Bahi No. I, Zild No. 2000, Pages-311-422, Registration No. 3488, Dated 21/07/2010, Sub Registrar-Akbarpur, Ramabai Nagar, Kanpur, Uttar Pradesh has been obtained stamp paper vide 1087 of 2022 on dated 19.05.2022 from Sub Registrar-Akbarpur, Kanpur, Uttar Pradesh and same is annexed with this report.</p> <p>The NEC / Barasala has been obtained vide Certificate No. 22022200000124 for the period 01.01.2011 to 18.05.2022 on dated 19.05.2022 from the Sub Registrar- Sadar, Kanpur Dehat, Uttar Pradesh.</p> |



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|    |  | The Original NEC / Barasala is annexed with this report.      |
|    | b) i) Whether all Pages in the Certified Copies of Title Documents which are obtained directly from Sub-Registrar's Office have been verified page by Page with the Original Documents Submitted?  | Yes   |
|    | b) ii). Where the Certified copies of 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.<br><br>(In Case Originals title deed in not produced for Comparing with Certified or Ordinary copies should be handled more diligently & Cautiously). | Certified Copy obtained<br>✓                                  |
| 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?  | NO  |
|    | b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.   | Not Applicable  |
|    | 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?  | Not Applicable  |
| 7. | a) Property offered as security falls within the jurisdiction of which sub-registrar office?   | Sub Registrar- Akbarpur, Ramabai Nagar, Kanpur, Uttar Pradesh |





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|    | 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?  | <p>Search has been conducted for <u>30</u> Years for the period from 1990 to 2022.</p> <p>The inspection has been conducted vide receipt No.2022200006925 for the period from 1990 to 2022 on dated 18.05.2022 from the Sub Registrar-Tehsil-Akbarpur, Kanpur, U.P.</p> <p>Original inspection receipt is enclosed with this report.</p>  |
|    | d)Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?   | No  |
| 8. | 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     | <p>1. Whereas the <b>State of Uttar Pradesh</b> has acquired land at GC Jainpur Ind. under the Land Acquisition Act, 1894 and has handed over the same to <b>U.P. State Industries Development Corporation Limited, Kanpur</b> for the purpose of setting up an Industrial Area and said corporation has sub-divided the above land into plots for industrial unit for leasing out such sub-divided</p> |





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| <p><b>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.</b></p> <p><b>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)</b></p> | <p>plots to industrialists for erecting on each plots a factory according to the factory bye-laws and building plans approved by the corporation and other competent authorities.</p> <p>2. On 19/07/2010 <b>U.P. State Industries Development Corporation Limited</b> leased out for the period of <u>85 years</u> w.e.f 20/10/2004 a <b>Plot No. A-1 (7121.32 Sq. Mtrs) &amp; A-2 (6807.13 Sq. Mtrs)</b>, total Area Meas. 13928.45 Sq. Mtrs, Growth Centre, UPSIDC, Industrial Area G.C. Jainpur (Ind), Kailash Nagar, Akbarpur, District Kanpur Dehat, Uttar Pradesh to M/s <b>K.K. Spun Pipe Pvt. Ltd.</b> through its Managing Director <b>Sh. Himanshu Gupta S/o Sh. Pramod Gupta</b> by way of Regd. Lease Deed Dated: 19/07/2010, Bahi No. I, Zild No. 2000, Pages-311-422, Registration No. 3488, Dated 21/07/2010, Sub Registrar-Akbarpur, Ramabai Nagar, Kanpur, Uttar Pradesh.</p> <p>3. Whereas name of said company was changed from <b>K.K. Spun Pipe Pvt. Ltd.</b> to <b>KKSPUN India Pvt. Ltd.</b> vide Certificate of Incorporation Dated: 22/03/2016 issued by Ministry of Corporate Affairs.</p> |
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|    |  | <p>4. Further said company was converted to Public Limited Company and name was changed from <b>KKSPUN India Private Ltd.</b> to <b>KKSPUN India Limited</b> vide Certificate of Incorporation Dated: 16/05/2016 issued by Ministry of Corporate Affairs.</p> <p>5. At present <b>M/s KKSPUN India Limited</b> having its Registered office at DSIIDC Shed No. 103, Scheme - I, Okhla Industrial Area, Phase-II, New Delhi - 110020 through its Directors holds leasehold rights for 85 years w.e.f 20/10/2004 of <b>Plot No. A-1 (7121.32 Sq. Mtrs) &amp; A-2 (6807.13 Sq. Mtrs)</b>, total Area Meas. 13928.45 Sq. Mtrs, Growth Centre, UPSIDC, Industrial Area G.C. Jainpur (Ind), Kailash Nagar, Akbarpur, District Kanpur Dehat, Uttar Pradesh and above said property is already mortgaged with State Bank of India, SME Nehru Place, Delhi. The original title deeds are kept on the record of <b>SBICAP Trustee Company Ltd.</b></p> <p>6. Whereas <b>SBICAP Trustee Company Ltd.</b> is security trustee for SBI Bank availed by mortgagor company.</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.) | Leasehold rights   |





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| 10. | If leasehold, whether;  |  |
|     | a)lease Deed is duly stamped and registered   | Yes  |
|     | b)lessee is permitted to mortgage the Leasehold right,  | Yes  |
|     | c)duration of the Lease/unexpired period of lease,  | leasehold rights for 85 years w.e.f 20/10/2004 |
|     | 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)?  | NO   |
|     | f)Right to get renewal of the leasehold rights and nature thereof.  | Not mentioned in the said lease deed           |
| 11. | If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;  | Not Applicable                                 |
|     | grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,  | Not Applicable                                 |
|     | the mortgagor is competent to create charge on such property,   | Not Applicable                                 |
|     | Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available. | Not Applicable                                 |
| 12. | If occupancy right, whether;  |  |
|     | a)Such right is heritable and transferable,   | Not Applicable                                 |
|     | b)Mortgage can be created.  | Not Applicable                                 |





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| 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. | Minor Interest not involved in Chain of Title |
| 14. | If the property has been transferred by way of Gift/Settlement Deed, whether:  |   |
|     | a) The Gift/Settlement Deed is duly stamped and registered;  | Not Applicable                                |
|     | b) The Gift/Settlement Deed has been attested by two witnesses;  | Not Applicable                                |
|     | c) The Gift/Settlement Deed transfers the property to Donee;   | Not Applicable                                |
|     | 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;  | Not Applicable                                |
|     | e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;  | Not Applicable                                |
|     | f) Whether the Donee is in possession of the gifted property;  | Not Applicable                                |
|     | 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;  | Not Applicable                                |
|     | h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.   | 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.                                  | Not Applicable                                |
|     | b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.   | Not Applicable                                |
|     | (c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.   | Not Applicable                                |





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|     | (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.   | Not Applicable                      |
|     | (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?  | Not Applicable                      |
|     | (b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?  | Not Applicable                      |
|     | (c) Whether the property is mutated on the basis of will?  | Not Applicable                      |
|     | (d) Whether the original will is available?  | Not Applicable                      |
|     | (e) Whether the original death certificate of the testator is available?   | Not Applicable                      |
|     | (f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?  | Not Applicable                      |
|     | g) (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.) | Not Applicable                      |
| 17. | (a) Whether the property is subject to any wakf rights?  | Property is not subject to any wakf |





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|     | <p>(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?</p> <p>(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?</p>  | rights.  |
| 18. | <p>(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.</p> <p>(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?</p>   | Property is not a HUF/joint family property.                                 |
| 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> | Property does not belong to any trust or subject to the rights of any trust. |
| 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>   | Property is not agricultural land  |





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|     | (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.) | Not Applicable ✓                                 |
| 22. | (a) Whether the property is subject to any pending or proposed land acquisition proceedings?  | Not Applicable                                   |
|     | (b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.   |  |
| 23. | (a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?  | As per documents provided no litigation is seen. |
|     | (b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?   | Not Applicable                                   |
|     | 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.  | Not Applicable                                   |
| 24. | (a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.  | Not Applicable                                   |
|     | (b) Property belonging to partners, whether thrown on hotchpots? Whether formalities for the same have been completed as per applicable laws?   |  |





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|     | (c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.   |   |
| 25. | a) 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. | Borrower Firm is a Limited Company<br>?   |
|     | b) i). Whether the Property (to be mortgaged) is purchased by the above company from any other Company or Limited Liability Partnership (LLP) Firm? (Yes/NO)   | Not Applicable  |
|     | ii) if Yes, Whether the Search of Charges of Property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of Such Vendor Company/LLP (Seller) and the Vendee Company (Purchaser)?  | Yes, Search has been conducted in the concerned Sub Registrar Office                        |
|     | iii). Whether the above Search of Charges reveals any prior Charges/Encumbrances, on the property (Proposed to be Mortgaged) Created by the Vendor Company (Seller)?   | The present property is already mortgaged with State Bank of India, SME Nehru Place, Delhi  |
|     | iv). If the Search Reveals Encumbrances/Charges, Whether Such Charges/Encumbrances Have been satisfied?  | The present property is already mortgaged with State Bank of India, SME Nehru Place, Delhi. |
| 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.  | Not Applicable  |





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| 27. | (a) Whether any POA is involved in the chain of title?  | No             |
|     | (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.   | Not Applicable |
|     | (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 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). | Not Applicable |
|     | (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.   | Not Applicable |
|     | (e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.  | Not Applicable |
|     | i. Whether the original POA is verified and the title investigation is done on the basis of original POA?   | Not Applicable |
|     | ii. Whether the POA is a registered one?  | Not Applicable |
|     | iii. Whether the POA is a special or general one?   | Not Applicable |
|     | iv. Whether the POA contains a specific authority for execution of title document in question?  | Not Applicable |





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|     | (a) 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?)   | Not Applicable                                 |
|     | (b) Please comment on the genuineness of POA?  | Not Applicable                                 |
|     | (c) The unequivocal opinion on the enforceability and validity of the POA?   | Not Applicable                                 |
| 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. | Mortgage is not being created by a POA Holder. |
| 29. | If the property is a flat/apartment or residential/commercial complex, check and comment on the following:   | Industrial Property                            |
|     | (a) Promoter's/Land owner's title to the land/ building;   | Not Applicable                                 |
|     | (b) Development Agreement/Power of Attorney;   | Not Applicable                                 |
|     | (c) Extent of authority of the Developer/builder;  | Not Applicable                                 |
|     | (d) Independent title verification of the Land and/or building in question;  | Not Applicable                                 |
|     | (e) Agreement for sale (duly registered);  | Not Applicable                                 |
|     | (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                                 |





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|     | (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.   | Not Applicable  |
|     | (q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.   | Not Applicable  |
| 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.                            | Affidavit from the Mortgagor to the effect that said property is free from all types of litigation, encumbrance, charges etc. to be kept on bank record |
| 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.                        | Inspection has been conducted for 32 years for the period from 1990 to 2022 conducted in Sub Registrar  |





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| 32. | Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?  | Not Applicable  |
| 33. | (a) Urban land ceiling clearance, whether required and if so, details thereon.  | Not Applicable ✓  |
|     | (b) Whether No Objection Certificate under the Income Tax Act is required/obtained.   | Yes<br>NOC ✓  |
| 34. | Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.   | Upto date lease rent receipt to be kept on record. ✓        |
| 35. | Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?   | Yes in Sub Registrar Office.                                |
| 36. | (a) Whether the property offered as security is clearly demarcated?   | Yes   |
|     | (b) Whether the demarcation/ partition of the property is legally valid?  | Yes   |
|     | (c) Whether the property has clear access as per documents?<br><br>(The property should be legally accessible through normal carries to transport goods to factories/houses as the case may be) | Yes   |
| 37  | Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?  | Yes property can be identified from the following documents |
|     | (a) Document in relation to electricity connection;   | Yes   |
|     | (b) Document in relation to water connection;   | Yes   |





|    |   |  |
|----|---|--|
|    | (c) Document in relation to Sales Tax Registration, if any applicable;  | Yes  |
|    | (d) Other utility bills, if any.  | Yes  |
| 38 | In respect of the boundaries of the property, whether there is 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.) | Valuation Report for the captioned property to be given by empanelled valuer and same to be kept on bank record.<br><br>Sanctioned plan to be kept on bank record. |
| 40 | 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   |
| 41 | Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?  | Yes  |
|    | Property is SARFAESI Compliant (Y/N)  | Yes  |
| 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.   | List of Required Documents for creation of valid equitable mortgage mentioned in Annexure C.   |





|     |   |   |
|-----|---|---|
| 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   |
| 44  | Additional aspects relevant for investigation of title as per local laws.   | Not Applicable  |
| 45  | Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.  | <i>The Bank is advised to verify the physical possession of the property.</i> |
| 46  | The specific persons who are required to create mortgage/to deposit documents creating mortgage.  | Directors/Authorized signatory of borrower firm                               |
| 47. | Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016?   | Not Applicable  |
|     | Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.   | Not Applicable  |
|     | Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?   | Not Applicable  |
|     | Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority? | Not Applicable  |

Date: 19.05.2022

Place: Delhi

Signature of the Advocate

*Ms. S. Sood*  
Advocate





### ANNEXURE – C: CERTIFICATE OF TITLE

1. I have examined Original/photocopy as mentioned in Annexure B & original title deeds Intended to be deposited relating to schedule Property/ies and offered as security by way of Equitable Mortgage and the Documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Equitable Mortgaged is created, it will satisfy the requirements of creation of Equitable Mortgage (subject to compliance with our suggestions made in this report) and I further certified 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 Registrars Offices, 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. The Opinion is totally based upon record available in the concerned Sub Registrar Office.(Copy is enclosed)
4. Following scrutiny of Land Records/ Revenue Records, Relative Title Deeds, Certified copy 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 Encumbrance Certificate for the period from 1993 to 2022 pertaining to the Immovable Property/(ies) covered by above said Title Deeds in the record of Sub Registrar Office. That the property is already mortgaged with State Bank of India, SME Nehru Place, Delhi
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgage/charges other than already stated in the Loan documents and agreed to by the mortgagor and the Bank.
7. Minor/(s) and his/their interest in the property/(ies) is to the extent of ..... *(this clause in **not applicable** with regard to captioned property).*
8. The Mortgage if created, will be available to the Bank for the Liability of **M/s KKSPUN India Limited** having its Registered office at DSIIDC Shed No. 103, Scheme - I, Okhla Industrial Area, Phase-II, New Delhi - 110020 through its Directors Sh. Himanshu Gupta S/o Sh. Pramod Gupta & Ors.
9. I Certify that **M/s KKSPUN India Limited** having its Registered office at DSIIDC Shed No. 103, Scheme - I, Okhla Industrial Area, Phase-II, New Delhi - 110020 through its Directors Sh. Himanshu





Gupta S/o Sh. Pramod Gupta & Ors. has an absolute, Clear and Marketable Title over the Schedule Property. I further certify that a valid mortgage can be created upon the above mentioned Sale, if kept original on record.

10. That the extension of mortgage can be created on the captioned property by keeping the following documents on record.

- a. Original along with latest certified copy of Regd. Lease Deed Dated: 19/07/2010, Bahi No. I, Zild No. 2000, Pages-311-422, Registration No. 3488, Dated 21/07/2010, Sub Registrar-Akbarpur, Ramabai Nagar, Kanpur, Uttar Pradesh executed by **U.P. State Industries Development Corporation Limited** in favour of **M/s K.K. Spun Pipe Pvt. Ltd. through its Managing Director Sh. Himanshu Gupta S/o Sh. Pramod Gupta** with regard to **Plot No. A-1 (7121.32 Sq. Mtrs) & A-2 (6807.13 Sq. Mtrs), total Area Meas. 13928.45 Sq. Mtrs, Growth Centre, UPSIDC, Industrial Area G.C. Jainpur (Ind), Kailash Nagar, Akbarpur, District Kanpur Dehat, Uttar Pradesh.**
- b. Duly attested Copy of Certificate of Incorporation Dated: 22/03/2016 issued by Ministry of Corporate Affairs for the name change of company from **K.K. Spun Pipe Pvt. Ltd. to KKSPUN India Private Ltd., by company secretary.**
- c. Duly attested Copy of Certificate of Incorporation Dated: 16/05/2016 issued by Ministry of Corporate Affairs for conversion to Public Limited Company and name was changed from **KKSPUN India Private Ltd. to KKSPUN India Limited**



d. Original copy of Letter given by KKSPUN India Limited to UPSIDC for name change of their co. from KKSPUN Pipe Pvt. Ltd.

✓ e. Original Permission to mortgage Dated: 03/02/2021 from **Uttar Pradesh State Industrial Development Authority** in the name of **SBICAP Trustee Company Ltd.**

f. Memorandum of Entry Dated 04/02/2021 executed by **SBICAP Trustee Company Ltd**

g. Director's Declaration Dated: 04/02/2021 executed by **Sh. Himanshu Gupta S/o Late Sh. Pramod Kumar Gupta**

h. Approved Building plan of property along with occupancy certificate

i. Latest Property Tax receipt for 2022

j. Latest Electricity Bill for April 2022

k. Duly attested copy of affidavit as per format

l. Affidavit from borrower company that he will get the name change with UPSIDC & will complete all the necessary formalities required by UPSIDC.

11. There are no legal impediments for creation of Mortgage under any applicable Law/Rules in Force subject to the conditions mentioned in the report.

12. It is certified that the Property is SARFAESI Compliant.





### **SCHEDULE OF THE PROPERTY (IES)**

**Plot No. A-1 (7121.32 Sq. Mtrs) & A-2 (6807.13 Sq. Mtrs), total Area Meas. 13928.45 Sq. Mtrs, Growth Centre, UPSIDC, Industrial Area G.C. Jainpur (Ind), Kailash Nagar, Akbarpur, District Kanpur Dehat, Uttar Pradesh**

**North: PWD Gajner Road,**

**South: 18 M. Wide Road No. 9**

**East: Administrative Building,**

**West: Plot No A-31**

**Date: 19.05.2022**

**Place: Delhi**

Signature of the Advocate

**Ms. S. Sood**  
**Advocate**



### AFFIDAVIT

Affidavit of ..... aged about.....  
Years, R/o.....

.....  
I, the above said Deponent do hereby solemnly affirm and declare as under:-

1. That I am Owner of .....  
.....
2. That this property does not fall within the purview of sealing/demolition under the orders of Hon'ble Supreme Court.
3. That there are no arrears of Income Tax including interest Leviable thereon under various provision of Income Tax Act against me.
4. That the deponent/mortgagor deposited title deeds of the said Property with State Bank of India with intention that he/she would not misuse any document to detriment of the bank.
5. That the aforesaid property is free from all encumbrances and is not the subject matter of any dispute before any Court of Law/Local Authority or Tribunal. The said Property is also not the subject matter of any attachment order passed by any court of Law/Local Authority of any other body. That the above said property has not been sold to anyone else and at present it stands in the name of above said borrower.
6. That the present property is not mortgaged with any other bank and shall not be mortgaged in future till the amount of loan is paid back to the bank along with its interest.
7. That Deponent agrees to indemnify and keep harmless the Bank from all the losses/damages which may be suffered sustained incurred or



undergone by the Bank or their nominees in case any encumbrances proved/found otherwise in the said property.

8. That all the losses/damages if any suffered by Bank shall be recovered from the movable and immovable property of the Deponent.
9. That the aforesaid property is free from the any notification/attachment or order/stay order of any court/tribunal and the deponent undertakes to indemnify bank in case the same is found true.
10. That it is my true statement.

**DEPONENT**

**VERIFICATION: -**

Verified at Delhi on this    day of \_\_\_\_\_, 2022 that the contents of the above said affidavit are true and correct to the best of my knowledge and nothing material has been concealed therefrom.

**DEPONENT**

स्टाम्प एवं रजिस्ट्रेशन विभाग

उत्तर प्रदेश



निबन्धन कार्यालय: सदर, कानपुर देहात

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भार मुक्त प्रमाण-पत्र/बारह साला की पावती

|              |                    |
|--------------|--------------------|
| आवेदन संख्या | 2202220000136      |
| आवेदक का नाम | स्वीटी सूद एडवोकेट |
| आवेदक का पता | दिल्ली             |
| आवेदन तिथि   | 19-05-2022         |
| मोबाइल       | 9811786067         |
| धनराशि (रु०) | 100                |

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# कार्यालय उपनिबंधक सदर अकबरपुर जनपद कानपुर देहात

आवेदन संख्या :2202220000136

प्रमाण संख्या :22022200000124

## भार मुक्त प्रमाण-पत्र (रजि० मैनुअल के नियम 328)

श्री- स्वीटी सूद एडवोकेट पुत्र- श्री तहसील अकबरपुर जिला कानपुर देहात ने निम्नलिखित सम्पत्ति से सम्बन्धित प्रपत्रों/द्वारा प्रस्तुत भार मुद्रित प्रमाण पत्र हेतु प्राथना पत्र प्रस्तुत किया है।

सम्पत्ति का विवरण : ग्राम/मोहल्ला - जैनपुर, वार्ड/परगना- अकबरपुर, औद्योगिक- मे० के०के० स्पून पाइन प्रा० लि० द्वारा डायरेक्टर हिमांशु गुप्ता पुत्र स्व० प्रमोद कुमार गुप्ता निवासी 86 आनन्द लोक अगस्त क्रान्ती मार्ग गुलमोहर पार्क नई दिल्ली। 110049, प्लॉट नं० ए-1, ए-2 क्षेत्रफल 13928.45 वर्ग मीटर स्थित औद्योगिक क्षेत्र/यू०पी०एस०आई०डी०सी० जैनपुर कानपुर देहात।

मैं एतद्वारा प्रमाणित करता हू कि इंडेक्स सं० 02 तथा उससे सम्बन्धित सूची प्रपत्रों की तलाश दिनांक 01/01/2011 से दिनांक 18/05/2022 तक उक्त सम्पत्ति के सम्बन्ध में की गयी जिसमें निम्नलिखित भार पाये गये

कोई भार नहीं पाया गया

दिनांक :19-05-2022

नोट - 1. इस प्रमाण-पत्र के समस्त विवरण आवेदक द्वारा दिए गए संपत्ति के ब्यौरे के आधार पर दूँटे गए हैं। यदि रजिस्ट्रीकृत लेखपत्र में संपत्ति को आवेदक द्वारा

आवेदन में दिये गए वर्णन से किसी दूसरे ढंग से वर्णित किया गया हो तो ऐसे लेखपत्रों से प्राप्त सूचना को प्रमाण पत्र में दर्ज नहीं किया जायेगा।

2. वांछित तलाश कार्यालय द्वारा यथासंभव सावधानी के साथ किया गया है, और विभाग प्रमाणपत्र में शामिल सूचना के लिए उत्तरदायी नहीं होगा।

3. इस प्रमाण-पत्र में उन लेखपत्रों से सम्बन्धित सूचना शामिल नहीं है जो प्रस्तुत हो चुके हैं, परन्तु जिनका आज की तारीख तक रजिस्ट्रीकरण नहीं हुआ है।

4. यह प्रमाण-पत्र किसी संपत्ति के स्वत्व का प्रमाण नहीं है।

तलाशकर्ता एवं प्रमाण पत्र बनाने वाले निबन्धन लिपिक: अनूप कुमार वर्मा।

मिलान करने वाले निबन्धन लिपिक: निबन्धन लिपिक।

ANIL  
KUMAR

Digitally signed by ANIL KUMAR  
DN: C=IN, O=PANCHAYATI RAJ  
DEPTT, OU=PANCHAYATI RAJ  
DEPTT, PostalCode=250001,  
S=UTTAR PRADESH,  
SERIALNUMBER=83dbb47b786558fe  
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4ef18a04551d9c16, CN=ANIL KUMAR  
Reason: I am the author of this  
document  
Location: your signing location here  
Date: 2022.05.19 12:24:44+05'30"  
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उपनिबंधक सदर  
कानपुर देहात

प्रिंट करें