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ADVOCATE

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Date-.03.03.2022

300/ASR/03/22

The Chief Manager,

State Bank of India,

SME South Ex ,

New Delhi

PREMISES:- SHOP BEARING NO. LG-029 ON LOWER GROUND FLOOR IN THE MULTI-STOREYED BUILDING KNOWN AS SOUTH POINT CONSTRUCTED ON PLOT OF LAND, MEASURING 3.272 ACRES (13241.784 SQ. MTRS.), SITUATED AT SECTOR-53, VILLAGE WAZIRABAD, MEHRAULI, GURGAON ROAD, TEHSIL & DISTRICT GURGAON, HARYANA.

Non Encumbrance Search Report/ Legal Opinion of SHOP BEARING NO. LG-029 ON LOWER GROUND FLOOR IN THE MULTI-STOREYED BUILDING KNOWN AS SOUTH POINT CONSTRUCTED ON PLOT OF LAND, MEASURING 3.272 ACRES (13241.784 SQ. MTRS.), SITUATED AT SECTOR-53, VILLAGE WAZIRABAD, MEHRAULI, GURGAON ROAD, TEHSIL & DISTRICT GURGAON, HARYANA, in the name of M/s. Kox Med & Lab Pvt. Ltd .

Dear Sir;

This is in reference to the documents submitted to our office for conducting **Non Encumbrance Search Report** in respect of the above mentioned property.

Upon reviewing the documents and the evidence on record, I hereby adduce my legal opinion as follows.

Annexure-B

Report of Investigation of Title in respect of immovable Property

(All columns/items are to be completed/commented by the Advocate)



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1	a) Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India, SME South Ex
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Nil.
	c) Name of the Borrower.	M/s. Kox Med & Lab Pvt. Ltd
2.	a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	M/s. Kox Med & Lab Pvt. Ltd
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	M/s. Kox Med & Lab Pvt. Ltd
	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.	SHOP BEARING NO. LG-029 ON LOWER GROUND FLOOR IN THE MULTI-STOREYED BUILDING KNOWN AS SOUTH POINT CONSTRUCTED ON PLOT OF LAND, MEASURING 3.272 ACRES (13241.784 SQ. MTRS.), SITUATED AT SECTOR-53, VILLAGE WAZIRABAD, MEHRAULI, GURGAON ROAD, TEHSIL & DISTRICT GURGAON, HARYANA
	a) Survey No.	N.A.
	b) Door/House no. (in case of house property)	SHOP BEARING NO. LG-029
	c) Extent/ area including plinth/ built up area in case of house property	MEASURING 3.272 ACRES (13241.784 SQ. MTRS.
	d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	SITUATED AT SECTOR-53, VILLAGE WAZIRABAD, MEHRAULI, GURGAON ROAD, TEHSIL &



	the TIR.)	
	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?	Not Applicable
	b) ii) Where 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 originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).	Not Applicable
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?	Not Applicable
	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:- Gurgaon.
	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?	Sub Registrar:- Gurgaon (2018-2022).
	c) Whether search has been made at all the offices named at (b) above?	As mentioned in point no. 7 (b)
	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?	Not Applicable.
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 Minor's interest or other clog on title is involved,	As per separate sheet detailed as Annexure B Column No 8.



	search should be made for a further period, depending on the need for clearance of such clog on the Title. (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))	
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.)	Freehold Rights
10.	If leasehold, whether;	Freehold Rights
	a) lease Deed is duly stamped and registered	Not Applicable
	b) lessee is permitted to mortgage the Leasehold right,	Not Applicable
	c) duration of the Lease/unexpired period of lease,	Not Applicable
	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)?	Not Applicable
	f) Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
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.
	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,	Yes.
	b) Mortgage can be created.	Yes.
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's Interest is Not involved.



14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	The property has not been transferred through Gift Deed.
	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.
	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?	Will is not included.
	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?	No the property is not subject any wakf right.
	b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	The Property does not belong to Church/Temple.
	c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	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.	No the Property does not belong to HUF/joint Family Part.
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable.
19.	a) Whether the property belongs to any trust or is subject to the rights of any trust?	The Property Does not Belong to any trust.
	b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable.
	c) If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable.



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.	Yes, The property belong to Pvt. limited company.
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.	No.
ii) If yes, whether the search of charges of the 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) ?	No.
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) ? Yes / No.	No.
iv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No	No.
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
a) Whether any POA is involved in the chain of title?	POA is not involved in chain of title deeds.
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.



	<p>o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;</p> <p>p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.</p> <p>q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.</p>	<p>Not Applicable.</p> <p>Not Applicable.</p> <p>Yes,</p>
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.	There are no encumbrances except mortgage already created in favour of <u>State Bank of India</u> .
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.	2018 to 2022, M/s. Kox Med & Lab Pvt. Ltd , is the owner of the above said property.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Mortgagor to submit latest house/property tax payment receipt.
33.	<p>a) Urban land ceiling clearance, whether required and if so, details thereon.</p> <p>b) Whether No Objection Certificate under the Income Tax Act is required/ obtained?</p>	<p>Not Applicable.</p> <p><i>As per section 281 of Income tax Act The said Act provide that NOC of it department is to be obtained before creating charge on the immovable property therefore it is advised that either NOC of income tax department be taken or the affidavit undertaking of the borrower be taken to the effect that neither any attachment notice was issued by the it department to the borrower (individual company firm) before creating charge qua the property referred above nor any attachment proceedings of it department are pending at present with respect</i></p>



		<i>to the property mortgaged with the bank.</i>
34.	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Not Applicable
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes.
36.	<p>a) Whether the property offered as security is clearly demarcated?</p> <p>b) Whether the demarcation/ partition of the property is legally valid?</p> <p>c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).</p>	<p>Yes.</p> <p>Yes.</p> <p>Yes.</p>
37.	<p>Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?</p> <p>a) Document in relation to electricity connection;</p> <p>b) Document in relation to water connection;</p> <p>c) Document in relation to Sales Tax Registration, if any applicable;</p> <p>d) Other utility bills, if any.</p>	<p>Yes.</p> <p>Yes.</p> <p>Yes.</p> <p>Yes.</p>
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, there is no difference/discrepancy in any of the title documents or any other documents or the actual current boundary.
39.	<p>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.</p> <p>(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.)</p>	<i>Boundaries are well furnished</i>
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.	There is no bar/restriction for creation of mortgage.



41.	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	That the property in question is SARFAESI compliant and in case of default in repayment, the bank can take the possession of the aforesaid property under Securitization of Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the Rules made under there and the said property is covered under Securitization of Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.
	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.	<i>Original title deeds were mortgage in Bank.</i>
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.	Not Applicable.
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	(1) Affidavit on Judicial stamp Paper of Rs. 10/- (Notary Attested) of M/s. Kox Med & Lab Pvt. Ltd , in respect of above said property. (2) Bank authorities are requested to be obtained Latest Electricity Bill & property tax bill.
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s. Kox Med & Lab Pvt. Ltd
47.	Whether the Real Estate Project comes under Real	No.



Annexure 'B' Column 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 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.

Brief History

1. The companies namely (1) M/s DLF Housing Finance Ltd.; (2) M/s DLF Industrial Finance & Leasing Company Limited; (3) M/s DLF Exports Limited; (4) M/s Surbhi Farming Company Limited; (5) M/s Oskar Farming Company Private Limited; (6) M/s Madhur Cultivations Limited; (7) M/s Renkon Estates & Farms Limited and (8) M/s VipulVaibhav Agro Farming Company Limited; (9) M/s. Aravali Cultivations Limited and (10) M/s Menaka Agro Farming Company Limited, (11) DLF Utilities Limited (Formerly known as M/s Nilgiri Cultivations Limited) owned a plot of land admeasuring about 3.272 acres more or less at site in Sector 53, Village Wazirabad, Mehrauli Gurgaon Road, Tehsil & District Gurgaon, Haryana, more particularly falling in Khasra No.(s) 310/1/2/2,2393 and 2394 as described in Annexure- IA (herein after referred to as the 'said Plot of land') reserved and approved for commercial use pursuant to license(s) granted by the Director, Town & Country Planning, Haryana, Chandigarh on 17.11.1998 and 16.12.2004.
2. Further, out of above land Owning Companies, the Hon'ble High Court of Delhi at New Delhi vide Order dated 6th November, 2000 sanctioned Scheme of Amalgamation of M/s DLF HOUSING Finance Limited; M/s DLF industrial Finance & Leasing Company Limited and M/s DLF Exports Limited into M/s DLF house & Construction Limited with effect from 1st day of April, 1999 and consequently their respective shares in the said plot of land got transferred to **M/s DLF Housing & Construction Limited.**
3. Further, the Hon'ble High Court of Delhi at New Delhi vide Order dated 9th January, 2001 and Hon'ble High court of Punjab & Haryana at Chandigarh vide Order dated 17th November, 2000 sanctioned Scheme of Amalgamation of land owning companies namely 1) **M/s Surbhi Farming Company Limited**, 2) **M/s Oscar Farming Co. Pvt. Limited**, 3) **M/s Madhur Cultivations Limited**, 4) **M/s Renkon Estates & Farms Limited**, 5) **M/s VipulVaibhav Agro Developers Limited**, 6) **M/s Aravali Cultivations Limited**, and 7) **M/s Menaka Agro Farming Co. Limited** in **M/s Nilgiri Cultivation Private Limited**(now known as **DLF Utilities Limited** with effect from 1st day of April, 1999 and consequently their



respective shares in the said plot of land got transferred to **M/s Nilgiri Cultivations Private Limited.**

4. Further, **M/s DLF Housing and construction Limited** and **M/s Nilgiri Cultivations Private Limited** brought their right, title and interest in the respective portions of the said plot of land owned by them into common stock of the partnership firm, namely, universal Builders Developers, on the 2nd day of January, 2002.
5. Further, by way of a registered Partnership Deed dated 25th May, 2004, all the partners consented to change the name of the Partnership firm, from Universal Builders to **DLF South Point** with effect from 12th April, 2004.
6. Further, **M/s. DLF South Point** through its Authorized Signatory **Sh. Manish Kumar S/o Lt. Sh. AP Verma** has constructed on the said Plot of Land a multi-storied Commercial Complex named as "South Point" (hereinafter referred to as "the said complex") in Sector 53, Village Wazirabad, Mehrauli Gurgaon Road, Gurgaon, Haryana consisting of shops, departmental stores, restaurant(s), commercial spaces, common area and facilities along with basements for parking and services on the said Plot of land admeasuring 3.272 acres or thereabout earmarked and delineated in Annexure-1A in accordance with the building plan(s) approved by the Director Town & Country Planning, Haryana, Chandigarh on 14.10.2005. The building in which the said Premises is located shall hereinafter be referred to as the "said Building". The location plan of the said Plot of Land is given in Annexure-1.
7. Further, It is clarified that this deed is confined to and limited in its scope only to the sale of commercial spaces in the said Complex named as "South Point" consisting of shops, departmental stores, restaurant(s), commercial spaces, common areas and facilities, basement for parking and services constructed on the said Plot of land in accordance with the building plans approved by Director, Town & Country Planning, Haryana, Chandigarh vide Memo no. 14062 dated 14.10.2005. All land(s) falling outside the periphery / boundary of the said Plot of Land are clearly outside the scope of this Sale Deed and the **M/s. Kox Med & Lab Pvt. Ltd. through its Director Sh. Parveen Kumar Khurana** boundary of the said Plot of Land are clearly outside the scope of this Sale Deed and **M/s. Kox Med & Lab Pvt. Ltd. through its Director Sh. Parveen Kumar Khurana** shall have no ownership rights, no right of use,



no title or no interest of any kind or manner whatsoever in any lands falling outside the periphery/ boundary of the said Plot of Land,

8. Further, under the terms of the said Commercial Complex Buyer's Agreement the Mrs. Chandra Devi Hirawat is/are entitled to have the sale Deed in respect of the said premises executed in her/his/its/their own name or in the name of her/its/ his their nominee(s) and in terms there of nominated M/s. Kox Med & Lab Pvt. Ltd., as her/its/his/ their nominee(s) for the purpose purchasing/ acquiring the said premises and requested the **M/s. DLF South Point through its Authorized Signatory Sh. Manish Kumar S/o Lt. Sh. AP Verma** to substitute the name of her/its/his/their nominee(s) her/its/his/their place in the said Commercial Complex Buyer's Agreement as purchaser of the said Premises; AND
9. Further, the **M/s. DLF South Point through its Authorized Signatory Sh. Manish Kumar S/o Lt. Sh. AP Verma** accepted the request of the said Mrs. Chandra Devi Hirawat and substituted the name of the said M/s Kox Med & Lab Pvt.Ltd., in place of the said Mrs. Chandra Devi Hirawat in the said Commercial Complex Buyer's Agreement and transferred the amount of Rs.772000.00 already paid by the said Mrs. Chandra Devi Hirawat to the **M/s. DLF South Point through its Authorized Signatory Sh. Manish Kumar S/o Lt. Sh. AP Verma** towards the Sale Price and other dues payable by them under the said **Commercial Complex Buyer's Agreement** to the account of the said **M/s. Kox Med & Lab Pvt. Ltd.**, and the balance Rs.22,83,894.00 paid directly to the **M/s. DLF South Point through its Authorized Signatory Sh. Manish Kumar S/o Lt. Sh. AP Verma** by the **M/s. Kox Med & Lab Pvt. Ltd. through its Director Sh. Parveen Kumar Khurana** has paid Rs.30,55,894.00 to the **M/s. DLF South Point through its Authorized Signatory Sh. Manish Kumar S/o Lt. Sh. AP Verma** but the Stamp Duty is being on the amount of Rs.33,26,400.00.
10. Further, the **M/s. DLF South Point through its Authorized Signatory Sh. Manish Kumar S/o Lt. Sh. AP Verma** has/have agreed to execute and register the Sale Deed in respect of the premises in due course in favour of the aforesaid **M/s. Kox Med & Lab Pvt. Ltd.**, on his/her/their complying with the formalities prescribed therefore; through **Sale Deed**, vide Reg. no. 25850, in Add. Book no. 1, Vol. no. 9753/832, on pages 140/52 to 53, on date 31.03.2009.

