

Sube Singh Yadav

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Urban Estate, Gurugram - 122003

Dated: 18.07.2022

ANNEXURE: "B"

**REPORT OF INVESTIGATION OF TITLE IN RESPECT
OF IMMOVABLE PROPERTY**

1.	a) Name of the Branch/Business Unit/Office seeking opinion.	State Bank of India, Commercial Branch, Gurugram, Haryana
	b) Reference No. and date of letter under cover of which the documents tendered for scrutiny are forwarded.	Reference Letter dated Nil.
	c) Name of Borrower(s).	M/s CJ Darcl Logistics Limited (formerly known as M/s Darcl Logistics Limited), Darcl House, Plot No. 55-P, Sector 44, Institutional Area, Gurugram, Haryana
2.	a) Name of the unit/concern/company/person offering the property as security.	M/s CJ Darcl Logistics Limited (formerly known as M/s Darcl Logistics Limited), Darcl House, Plot No. 55-P, Sector 44, Institutional Area, Gurugram, Haryana
	b) Constitution of the unit/concern/person/body/ authority offering the property for creation of charge.	Owner of the property.
	c) State as to under what capacity is security offered (as joint applicant or borrower or as guarantor, etc).	Borrower
3.	Complete or full description of the immovable property offered as security including the following details.	Full description of Property provided for Equitable Mortgage is as below
	a) Survey No.	Nil
	b) Door/House No. (in case of house property)	Industrial Plot No. 55-P
	c) Extent/area including plinth/built up area in case of house property	2100 sq. mts.
	d) Location like name of the place, village, city, registration, sub-district etc.	Sector 44, Urban Estate, Gurugram, Haryana

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4.	<p>a) <i>Particulars of the documents scrutinized, serially and chronologically.</i></p>	<ol style="list-style-type: none"> 1. Form of Allotment Letter Memo No. 85 dated 06.01.2012. 2. Possession Certificate Memo No. 2035/812 dated 08.08.2012. 3. Deed of Conveyance of Building Site sold by Allotment dated 13.03.2013 and duly registered vide Vasika No. 28923 dated 14.03.2013. 4. Building Plan Approval Letter Memo No. 101/1255 dated 08.05.2013/09.05.2013. 5. Revised Building Plan Approval Letter Memo No. 169/2682 dated 18.12.2013/23.12.2013. 6. Permission to mortgage Memo No. 397/9 dated 08.01.2014. 7. Form BR-VII (Occupation Certificate) Memo No. 588 dated 29.12.2015.
	<p>b) <i>Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.</i> <i>Note: Only originals or certified extracts from the registering/land/revenue/other authorities be examined.</i></p>	<p>Original Documents are with SBI, Commercial Branch, Gurugram, Haryana.</p>
5.	<p><i>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.)</i></p>	<p>Yes.</p>
	<p>b) i) <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?</i></p>	<p>Certified available and compared with verified.</p>
	<p>b) ii) <i>Where the certified copies of the title documents are not available, the copy provided should be compared with 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</i></p>	<p>N.A.</p>

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	<i>comparing with the certified or ordinary copies should be handled more diligently & cautiously)</i>	
6.	<i>a) Whether the records of registrar office or revenue authorities relevant to property in question are available for verification through any online portal or computer system?</i>	No, manual records are available.
	<i>b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.</i>	N.A.
	<i>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?</i>	No.
7.	<i>a) Property offered as security falls within the jurisdiction of which sub-registrar office?</i>	Sub-Registrar, Gurugram and Sub-Registrar, Wazirabad.
	<i>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.</i>	No.
	<i>c) Whether search has been made at all the offices named at (b) above?</i>	N.A.
	<i>d) Whether the searches made in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?</i>	No.
8.	<i>Chain of title tracing the title from the oldest title deed to the latest title deed establishing the title of the property in question from predecessors in title/interest to the current title holder. And whether Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance on such clog on title. In case of property offered as collateral 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.</i>	Fully detailed in the Schedule '1' attached herewith.
9.	<i>Nature of title of intended Mortgagor over the property (whether full ownership rights, leasehold rights, occupancy/possessory rights or inam holder or Govt. grantee/allottee etc.</i>	Full Ownership Rights.
10.	<i>If leasehold, whether;</i>	Not applicable.
	<i>(a) Lease Deed is duly stamped and registered.</i>	N.A.
	<i>(b) Lessee is permitted to mortgage the Leasehold right.</i>	N.A.
	<i>(c) Duration of the Lease/unexpired period of lease.</i>	N.A.

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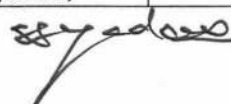
	(d) If, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	N.A.
	(e) Whether the leasehold rights permit for creation of any superstructure (if applicable)?	N.A.
	(f) Right to get renewal of leasehold rights and nature thereof.	N.A.
11.	If government grant/allotment/Lease-cum/Sale Agreement, whether;	Not applicable.
	(a) Grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions.	N.A.
	(b) The mortgagor is competent to create charge on such property	N.A.
	(c) Whether any permission from Government or any other authority is required for creation of mortgage and if so whether such valid permission is available.	N.A.
12.	If occupancy right, whether;	Not applicable.
	(a) Such right is heritable and transferable.	N.A.
	(b) Mortgage can be created.	N.A.
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.	Not applicable because there is no interest of minor involved.
14.	If the property has been transferred by way of Gift/Settlement Deed, whether;	Not applicable.
	(a) The Gift/Settlement Deed is duly stamped and registered.	N.A.
	(b) The Gift/Settlement Deed has been attested by two witnesses.	N.A.
	(c) The Gift/Settlement Deed transfers the property to Donee.	N.A.
	(d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions.	N.A.
	(e) Whether there is any restriction on Donor in executing the Gift/Settlement Deed in question.	N.A.
	(f) Any other aspect affecting the validity of title passed through the Gift/Settlement Deed.	N.A.
15.	(a) In case of partition/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	N.A.

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	<i>whether the mortgagor is in possession and enjoyment of his share.</i>	
	<i>(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.</i>	N.A.
	<i>(d) In respect of partition by a decree of the court; whether such decree has become final and all other conditions/formalities are completed/complied with.</i>	N.A.
	<i>(e) Whether any documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?</i>	N.A.
16.	<i>Whether the title documents include any testamentary documents/wills?</i>	Not applicable.
	<i>a) In case of wills whether will is registered will or unregistered will?</i>	N.A.
	<i>b) Whether will in matter needs a mandatory probate and if so whether the same is probated by a competent court?</i>	N.A.
	<i>c) Whether property has been mutated on basis of will?</i>	N.A.
	<i>d) Whether the original will is available?</i>	N.A.
	<i>e) Whether the original death certificate of the testator is available?</i>	N.A.
	<i>f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?</i>	N.A.
	<i>(Comments on the circumstances such as availability of a declaration by all the beneficiaries about the genuineness/validity of the will, all parties have acted on will, etc., which are relevant to rely on will, availability of Mother/Original title deeds are to be explained.)</i>	
17.	<i>(a) Whether the property is subject to any wakf rights?</i>	Not applicable.
	<i>(b) Whether the property belongs to church/temple or any religious/other institution having any restriction in creation of any charges on such properties?</i>	N.A.
	<i>(c) Precautions/permissions, if any in respect of the above cases for creation of Mortgage.</i>	N.A.
18.	<i>(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</i>	Not applicable.

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	etc.	
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases.	N.A.
19.	(a) Whether the property belongs to any trust or is subject to rights of any trust?	Not applicable.
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of property?	N.A.
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage.	N.A.
	(d) Requirements, if any for creation of mortgage as per Central/State laws applicable to the trust in the matter.	N.A.
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.	Not applicable, as permission has been granted by HUDA now HSVP.
	(b) In the 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 rights to enforce the mortgage.	N.A.
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Yes, requisite permission has been obtained.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation of security (viz. Agricultural Laws, Weaker Sections, minorities, Land Laws, SEZ regulations, Coastal 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 is made with the Land Acquisition Office and outcome of such search/enquiry.	Yes.
23.	(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?	N.A.
	(c) Whether the title documents have any court seal/markings which points out any litigation/	No.



	<i>attachment/security to court in respect of the property in question? In such case please comment on such seal/marking.</i>	
24.	<i>(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.</i>	Not applicable.
	<i>(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed?</i>	N.A.
	<i>(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.</i>	N.A.
25.	<i>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.</i>	Yes, property belongs to a Limited Company. There is charge/lien of State Bank of India against the said property
	<i>b) i) Whether property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) Firm?</i>	No.
	<i>b) ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with the Registrar of Companies (ROC) in respect of such vendor company/ LLP (seller) and the Vendee company (Purchaser)?</i>	N.A.
	<i>b) 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)?</i>	N.A.
	<i>b) iv) If search reveals encumbrances/charges, whether such charges/encumbrances have been satisfied?</i>	N.A.
26.	<i>In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.</i>	Not applicable.
27.	<i>(a) Whether any POA is involved in the chain of title?</i>	No.
	<i>(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 the favour of the builder/developer and as such is irrevocable</i>	Not applicable.

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	<i>as per law.</i>	
	<i>(c) In case the title document is executed by 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/Authorised 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).</i>	Not applicable.
	<i>(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.</i>	Not applicable.
	<i>(e) In case of Common POA (POA other than builder's POA), please clarify the following clauses in respect of POA:</i>	N.A.
	<i>(e) (i) Whether the original POA is verified and the title investigation is done on basis of original POA?</i>	N.A.
	<i>(e) (ii) Whether the POA is registered one?</i>	N.A.
	<i>(e) (iii) Whether the POA is a special or general one?</i>	N.A.
	<i>(e) (iv) Whether the POA contains a specific Authority for execution of title Document in question?</i>	N.A.
	<i>(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?)</i>	N.A.
	<i>(g) Please comment on the genuineness of the POA.</i>	N.A.
	<i>(h) The unequivocal opinion on the enforceability and validity of POA.</i>	N.A.
28.	<i>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.</i>	No.
29.	<i>If the property is a flat/apartment or residential/commercial complex, check and comment on the following:</i>	Not applicable.
	<i>a. Promoter's/Land owner's title to land/building.</i>	N.A.
	<i>b. Development Agreement/Power of Attorney.</i>	N.A.

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	c. Extent of authority of the Developer/builder.	N.A.
	d. Independent title verification of the Land and/or building in question.	N.A.
	e. Agreement for sale (duly registered).	N.A.
	f. Payment of proper stamp duty.	N.A.
	g. Requirement of registration of sale agreement, development agreement, POA etc.	N.A.
	h. Approval of building plan, permission of appropriate/local authority etc.	N.A.
	i. Conveyance in favor of Society/Condominium concerned.	N.A.
	j. Occupancy Certificate/allotment letter/letter of possession.	N.A.
	k. Membership details in the Society etc.	N.A.
	l. Share Certificates.	N.A.
	m. No Objection Letter from the Society.	N.A.
	n. All legal requirements under the local/Municipal laws, regarding ownership of flats/apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.	N.A.
	o. Requirement for noting the Bank's charges on the records of Housing Society, if any.	N.A.
	p. If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any.	N.A.
	q. Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	N.A.
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details there of.	There is no loan/charge against the said property, but the property is already mortgaged with State Bank of India, Commercial Branch, Gurugram, Haryana. Affidavit regarding the same should be obtained from the property owner and borrower/mortgagor.
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?	The period covered is from 01.04.1991 to 18.07.2022. There are no encumbrances, but the property is already mortgaged with State Bank of India, Commercial Branch, Gurugram, Haryana.
32.	Details regarding property tax or land revenue or	Property falls within the limits of

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	<i>other statutory dues paid/payable as on date and if not paid, what remedy?</i>	Municipal Corporation Gurugram. Hence, Property-Tax is applicable.
33.	<i>(a) Urban land ceiling clearance, whether required and if so details thereof.</i>	Not required.
	<i>(b) Whether No Objection Certificate under the Income Tax Act is required/obtained.</i>	Not required.
34.	<i>Details of RTC extracts/mutation extracts/Katha extracts pertaining to the property in question</i>	Not applicable.
35.	<i>Whether the name of mortgagor is reflected as owner in revenue/municipal/village records.</i>	Yes, in the municipal records.
36.	<i>(a) Whether the property offered as security is clearly demarcated?</i>	Property is demarcated on site.
	<i>(b) Whether the demarcation/partition of property is legally valid?</i>	Yes.
	<i>(c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories/house, etc. as the case may be.)</i>	Yes.
37.	<i>Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?</i>	Yes.
	<i>(a) Document in relation to electricity connection.</i>	Yes.
	<i>(b) Document in relation to water connection</i>	Yes.
	<i>(c) Document in relation to Sales Tax Registration, if any applicable.</i>	Yes.
	<i>(d) Other utility bills, if any.</i>	Yes.
38.	<i>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.</i>	No.
39.	<i>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/sanctioned plans are not available at time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.</i>	Yes.
40.	<i>Any bar/restriction for creation of mortgage</i>	No.

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	<i>under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.</i>	
41.	<i>Whether the Bank will be able to enforce SARFESI Act if required against the property offered as security?</i>	Yes.
	<i>Property is SARFAESI compliant?</i>	Yes.
42.	<i>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>	Not applicable.
43.	<i>Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permit creation of mortgage and additional precautions, if any to be taken in such cases.</i>	Not applicable.
44.	<i>Additional aspects relevant for investigation of title as per local laws.</i>	None.
45.	<i>Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.</i>	** Latest Property-Tax Paid Receipt/No Dues Certificate issued by MCG. ** Latest Electricity Paid Bill Receipt.
46.	<i>The specific person(s) who is/are required to create mortgage/to deposit documents creating mortgage.</i>	M/s CJ Darcl Logistics Limited (formerly known as M/s Darcl Logistics Limited), Darcl House, Plot No. 55-P, Sector 44, Institutional Area, Gurugram, Haryana
47.	<i>Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016?</i>	Not applicable, it is a self acquired property. The property was initially allotted by HSVP (Earlier HUDA).
	<i>Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.</i>	N.A.
	<i>Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?</i>	N.A.
	<i>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?</i>	N.A.

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Sube Singh Yadav

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Urban Estate, Gurugram - 122003

Dated: 18.07.2022

SCHEDULE '1'

THE CHAIN OF TITLE FROM THE MOTHER DEED TO THE LATEST TITLE DEED:

THAT previously the property in question was owned and possessed by Haryana Urban Development Authority (HUDA) now Haryana Shahari Vikas Pradhikaran (HSVP). The land was acquired by Land Acquisition Collector Urban Estate, Government of Haryana at Gurugram for the purpose of development of Residential Sectors at Gurugram. After acquiring said land along with various other adjacent lands from various original landowners, LAC Department handed over said land to HUDA for development of said sector for residential, commercial, Institutional & other purposes.

THAT Industrial Plot No. 55-P measuring 2100 sq. mts. situated at Sector 44, Urban Estate, Gurugram, Haryana was allotted by Estate Officer, HUDA, Gurgaon to **M/s Darcl Logistics Limited (now known as M/s CJ Darcl Logistics Limited), Darcl House, Plot No. 55-P, Sector 44, Institutional Area, Gurugram, Haryana vide Form of Allotment Letter Memo No. 85 dated 06.01.2012.** Thereafter **Possession Certificate** was issued by Junior Engineer, Office of Estate Officer II, HUDA, Gurgaon in favour of **M/s Darcl Logistics Limited (now known as M/s CJ Darcl Logistics Limited)** referred above vide Memo No. 2035/812 dated



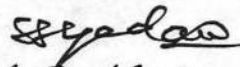
08.08.2012. Further **Deed of Conveyance of Building Site sold by Allotment** was executed by Haryana Urban Development Authority (HUDA) acting through Estate Officer II, HUDA, Gurgaon in favour of **M/s Darcl Logistics Limited (now known as M/s CJ Darcl Logistics Limited)** referred above dated **13.03.2013** and same was duly registered in the office of Sub-Registrar, Gurgaon vide Vasika No. 28923 dated **14.03.2013**. After that **Building Plan Approval Letter** was issued by Estate Officer II, HUDA, Gurgaon in favour of **M/s Darcl Logistics Limited (now known as M/s CJ Darcl Logistics Limited)** referred above vide Memo No. 101/1255 dated **08.05.2013/09.05.2013**. Further **Revised Building Plan Approval Letter** was issued by Estate Officer II, HUDA, Gurgaon in favour of **M/s Darcl Logistics Limited (now known as M/s CJ Darcl Logistics Limited)** referred above Memo No. 169/2682 dated **18.12.2013/23.12.2013**. Thereafter **Permission to mortgage** was issued by Estate Officer II, HUDA, Gurgaon in favour of **M/s Darcl Logistics Limited (now known as M/s CJ Darcl Logistics Limited)** vide Memo No. 397/9 dated **08.01.2014**. Further **Form BR-VII (Occupation Certificate)** in respect of completion of Institutional/Corporate Office comprising of Stilt (only parking), First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Basement 1, Basement 2 & Mumty + Machine Room was issued by Estate Officer II, HUDA, Gurgaon in favour of **M/s Darcl Logistics Limited (now known as M/s CJ Darcl Logistics Limited)** vide Memo No. 588 dated **29.12.2015**.

That name of M/s Darcl Logistics Limited (which was earlier Delhi Assam Roadways Corporation Limited) was duly changed to **M/s CJ Darcl Logistics Limited** vide **Certificate of Incorporation pursuant to change of name** dated **13.09.2017**.



THAT there is no interest of minor involved in the said property, whatsoever. That there is no defect in chain of title and the chain of title is complete in all respect. The owner has clear legal and valid marketable title, **except the property is already mortgaged with State Bank of India, Commercial Branch, Gurugram, Haryana.**

Dated: 18.07.2022
Place: GURUGRAM


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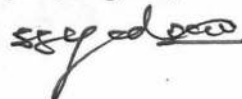
ANNEXURE: "C"

CERTIFICATE OF TITLE

- 1) I have examined the ORIGINAL title deed and title documents of the mortgagor intended to be deposited relating to the schedule property and offered as security by way of Equitable 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 Equitable Mortgage is created, it will satisfy the requirements of creation of 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 C and the other relevant factors.
- 3) I confirm having made a search in Land/Revenue records. I also confirm having verified and checked records of relevant Government Offices/Sub-Registrar(s) Office(s), Revenue Records, Municipal/Panchayat Office, Land Acquisition Office, Registrar of Companies, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable or 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 01.04.1991 to 18.07.2022 pertaining to Immovable Property covered by above said title documents. The property is free from all encumbrances, **except the property is already mortgaged with State Bank of India, Commercial Branch, Gurugram, Haryana.**



- 6) In case of second/subsequent charge in favour of the Bank, there are no other mortgages/ charges other than the already stated in loan documents and agreed to by the mortgagor and the Bank. (Delete, whichever is inapplicable).
- 7) That there is no interest of minor involved in the said property, whatsoever.
- 8) The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower(s), **M/s CJ Darcl Logistics Limited (formerly known as M/s Darcl Logistics Limited), Darcl House, Plot No. 55-P, Sector 44, Institutional Area, Gurugram, Haryana.**
- 9) I certify that **M/s CJ Darcl Logistics Limited (formerly known as M/s Darcl Logistics Limited)** is Owner of the property and has an absolute, clear legal and valid marketable title over the schedule property. I further certify that the above title deeds are genuine and valid mortgage can be created and the said mortgage would be enforceable.
- 10) In case of creation of the Equitable Mortgage by deposit of title deeds, we certify that by deposit of following title documents would create a valid and enforceable mortgage.
1. **Form of Allotment Letter Memo No. 85 dated 06.01.2012. (Original)**
 2. **Possession Certificate Memo No. 2035/812 dated 08.08.2012. (Original)**
 3. **Deed of Conveyance of Building Site sold by Allotment dated 13.03.2013 and duly registered vide Vasika No. 28923 dated 14.03.2013. (Original with Certified copy)**
 4. **Building Plan Approval Letter Memo No. 101/1255 dated 08.05.2013/09.05.2013. (Original)**
 5. **Revised Building Plan Approval Letter Memo No. 169/2682 dated 18.12.2013/23.12.2013. (Original)**
 6. **Permission to mortgage Memo No. 397/9 dated 08.01.2014. (Original)**
 7. **Form BR-VII (Occupation Certificate) Memo No. 588 dated 29.12.2015. (Original)**
 8. **Certificate of Incorporation pursuant to change of name dated 13.09.2017.**
 9. **Latest Property-Tax Paid Receipt/No Dues Certificate issued by MCG. (Original)**
 10. **Latest Electricity Bill Paid Receipt. (Original)**



11) There are no legal impediments for creation of equitable mortgage under any applicable law/rules in force.

12) It is certified that the property in question is SARFAESI complaint.

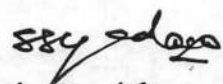
SCHEDULE OF THE PROPERTY

Industrial Plot No. 55-P measuring 2100 sq. mts. situated at Sector 44, Urban

Estate, Gurugram, Haryana; bounded as under:

NORTH	:	Road
SOUTH	:	Plot No. 54
EAST	:	Plot No. 46
WEST	:	Road

Dated: 18.07.2022
Place: GURUGRAM


Sube Singh Nadau,
(Advocate)
Lawyer's Chamber No. 4, Block-C,
District Courts, Gurugram

फार्म संख्या 3 रजिस्ट्री

No.

341
244

सब - रजिस्ट्रार विभाग

जिला

फुटकर शुल्क अदायगी की रसीद
(रसीद पुस्तक ख)

तारीख और महीना

18/7/22

अदा करने वाले व्यक्ति का नाम पिता का नाम और निवास स्थान

S. S. Yadav

प्राप्त हुई रकम का जोड़ और विवरण

For Registrar, Gurugram

1982-1997

रजिस्ट्री विभाग के अधिकारी के हस्ताक्षर

वसीका नं.

पुस्तक नं.

रजिस्ट्री होने के तिथी

रजिस्ट्री

तथा इबारत जोरी के शब्दों की संख्या

फीस

फीस

फीस

15

फीस

फीस

नकल

हिफाजत

तलाश

अनुवाद

कमीशन

No:3594

Sub Register Office :वजीराबाद

Date :18-07-2022

Received with Thanks from **Sube Singh Yadav, ADV, 2017-2022** resident of . sum of rs **ten**
on account of **Inspection** charges.

Rs.10

(Incharge)
सब रजिस्ट्रार
उप तहसील
वजीराबाद ।

(Second party copy)

B Book Receipt for Non Registration Purpose

18-07-2022

No:10553

Sub Register Office :गुरुग्राम

Date :18-07-2022

Received with Thanks from **S S Yadav Adv Gurugram Year 1997-2022** resident of **GGM** sum of rs **twenty-five** on account of **Inspection** charges.

Rs.25

(incharge)

सब रजिस्ट्रार
गुड़गाँव

17810
10



CD No: → 28923
Date: → 14-3-13

Attested

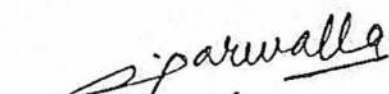
Registrar


प्रलेख नः 28923

दिनांक 14/03/2013

डीड संबंधी विवरण	
डीड का नाम	CONVEYANCE WITH IN MC AREA
तहसील/सब-तहसील	गुडगांवा
गांव/शहर	हुड्डा के सेक्टर
धन संबंधी विवरण	
राशि जिस पर स्टाम्प ड्यूटी लगाई 28,875,000.00 रुपये	स्टाम्प ड्यूटी की राशि 2,022,000.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये

यह प्रलेख आज दिनांक 14/03/2013 दिन गुरुवार समय 3:01:00PM वजे श्री/श्रीमती/कुमारी E.O.Huda-II पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Gurgaon द्वारा पंजीकरण हेतु प्रस्तुत किया गया।



हस्ताक्षर, प्रस्तुतकर्ता


उप/सयुक्त पंजीयन अधिकारी
गुडगांवा

श्री E.O.Huda-II

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी Thru- Prakash Agarwalla क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी C.L.Arora पुत्र/पुत्री/पत्नी श्री निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Abhishek Sharma पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Vijay Kumar निवासी Badshahpur, Gurgaon ने की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 14/03/2013


उप/सयुक्त पंजीयन अधिकारी
गुडगांवा



141



DED05010360545

28923
14/8/2013

DEED OF CONVEYANCE

- | | | | |
|-----|--|---|--------------------------|
| 1. | Type of Deed | : | Conveyance Deed |
| 2. | Village/City Name & Code | : | HUDA |
| 3. | Segment /Block Name & Code | : | Plot No. 55-P, Sector-44 |
| 4. | Unit Land (Sq. yds./ Mtrs. | : | 2100 Sq. Mtrs. |
| 5. | Type of Property | : | Institutional |
| 6. | Transaction Value | : | Rs.2,88,75,000/- |
| 7. | Stamp Duty | : | Rs.20,22,000/-- |
| 8. | Stamp Paper No.& Date | : | 589746 dated 31.12.2012 |
| 9. | Issued by | : | SBI, M.R. Gurgaon |
| 10. | Commercial / Residential/
Institutional | : | Institutional |

For DARCL Logistics Limited

Prakash Agarwalla
(Prakash Agarwalla)
Vice President

1 of 5

Attested

for Sub Registrar
Gurgaon

[Signature]
Estate Officer-II
HUDA, Sector-55
Gurgaon

17 8 JUL 2022

Reg. No.

Reg. Year

Book No.

28.923

2012-2013



क्रेता



गवाह



उप / सयुक्त पंजीयन अधिकारी

12/14

विक्रेता

E.O.Huda-II

क्रेता

Thru- Prakash Agarwalla



Pragarwalla

गवाह

C.L.Arora



CL

गवाह

Abhishek Sharma



Abhishek

This deed of conveyance made the 13th day of March 2013 between the Haryana Urban Development Authority acting through the Estate Officer (Hereinafter called "the Vendor") of the One Part and M/s Darcl Logistics Limited having its Corporate Office at SCO 47, 3rd Floor, Old Judicial Complex, Civil Lines-Gurgaon through its authorised signatory Shri Prakash Agarwalla s/o Shri Mani Ram Agarwalla working as Vice President in the Company (hereinafter called "the Transferee") of the Other Part.

WHEREAS the land hereinafter described and intended to be hereby conveyed was owned by the vendor in full proprietary rights:

AND WHEREAS the Vendor has sanctioned the sale of the said Plot (Site) to the transferee in pursuance of his application dated 10th day of March 2006 made under Sub regulation (i) of regulation 5 of Haryana Urban Development (Disposal of Land and Building) regulations 1978, (hereinafter referred to as the said rules/regulations) to be used as a site of Commercial Purpose in the Urban area of Sector 44, Gurgaon


AND WHEREAS the Vendor has fixed the final price of the land at Rs. 2,88,75,000/- (Rupees Two Crore Eighty Eight Lacs Seventy Five Thousand only)

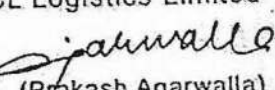
NOW THEREFORE, this deed witnesseth that for the purpose of carrying into effect the said sale and in consideration of the covenants of the Transferee hereinafter contained and the said sum of Rs. 2,88,75,000/- (Rupees Two Crore Eighty Eight Lacs Seventy Five Thousand only) paid by the Transferee, the Vendor hereby grants and conveys in to the Transferee all the pieces and parcel of Plot No. 55-P, Sector- 44, measuring 2100 Sq. Mtr. in Urban Estate, Gurgaon, and more particularly described in the plan filled in the Office of Estate officer and signed by the Estate Officer aforesaid and dated the 6th day of January 2012 (hereinafter called the said Plot (Site)).

To have and to hold the same up to and to the use of the Transferee subject to the exceptions, reservation, conditions and covenants hereinafter contained and each of them is to say :-

- 1 The Transferee shall have the right of possession and enjoyment so long as he pays the additional price, if any, determined by the vendor with in a period of fixed as aforesaid and otherwise conforms to the terms and conditions of sale.
2. The Transferee shall have no right to transfer by way of sale, gift mortgage or otherwise the site or any right, title or interest therein (Except by way of Lease on a monthly basis) without the previous permission in writing of the Estate officer. The Estate Officer while granting such permission may impose such conditions as may be the Chief Administrator from time to time.
3. The Vendor reserves to himself all mines and minerals what so ever in or under the said site with all such rights and powers as may be necessary or expedient for the purpose

2 of 5


Estate Officer-II
HUDA, Sector-55
Gurgaon

For DARCL Logistics Limited
Attested

(Prakash Agarwalla)
Vice President
for Sub Registrar
Gurgaon
8 JUL 2022

Reg. No.

Reg. Year

Book No.


28.923

2012-2013

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 28,923 आज दिनांक 14/03/2013 को वही न: 1 जिल्द न: 13,031 के पृष्ठ न: 16 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त वही सख्या 1 जिल्द न: 2,754 के पृष्ठ सख्या 90 से 91 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं ।

दिनांक 14/03/2013


उप/संयुक्त पंजीयन अधिकारी
गुडगांवा

17/0

searching for working, obtaining, removing and enjoying the same at all such times and in such manner as the vendor shall think fit with power to carry out any surface or any underground working and to let down the surface or all or any part of said site and to sink pits, erect buildings, construct lines and generally appropriate and use the surface of said site for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exceptions and reservations hereinafter contained.

Provided that the transferee shall be entitled to receive from the vendor such payment for the occupation by him for the surface and for the damage done to the surface or buildings on the said site by such working or letting down as may be agreed upon between the vendor and transferee or failing such agreement as shall be ascertained by reference to arbitration.

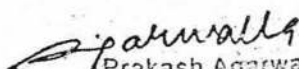
4. The Transferee shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the said land by competent authority.
5. The Transferee shall have to complete the construction within two years from the date of offer or possession on the said land, in accordance with the relevant rules/regulations.

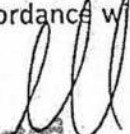
Provided that the time limit for construction may be extended by the Estate Officer in case the failure to complete the building by the stipulated date was due to reason beyond the control of the transferee.

6. The Transferee shall not erect any building or make any addition/ alteration without prior permission of the Estate Officer. No fragmentation of any land or building shall be permitted.
7. The Vendor may be his officers and servants at all reasonable time and in a reasonable manner after twenty four hour's notice in writing enter in and upon any part of the said land or building erected thereon for the purpose of ascertaining that the transferee has duly performed and observed by him under these presents.
8. The Vendor shall have full rights, power and authority at all times to do through officers and servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservation herein contained and to recover from the Transferee as first charge upon the said Plot (Site) the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.
9. The Transferee shall not use the said site for any purpose other than that for which it has been allotted not shall be used the building constructed on it for a purpose other than for which it has been constructed except in accordance with the rules/regulations

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For DARCL Logistics Limited


(Prakash Agarwalla)
Vice President


Estate Officer-II
HUDA, Sector-50
for Sub Division
Gurgaon
17 JUL 2022

made under the Haryana Urban Development Authority Act 1977 (Hereinafter referred to as the act)

10. The transferee shall accept and obey all rules and regulations made or issued under the Act.
11. In the event of non payment of additional price with in the fixed period by the Transferee or in the event of the breach of any other condition of sale, the Estate Officer may impose a penalty or resume the land, or both, in accordance with provision of the Act and the rules/ regulations made thereunder. In the event of resumption it shall be lawful for Estate Officer, notwithstanding the waiver of any previous cause or right for re-entry thereon or any part thereof, to possess, retain and enjoy the same as to his former estate and the transferee shall not be entitled to refund or the sale price or any part thereof or to any compensation whatsoever on account of such re-entry except in accordance with the provisions of the said Act.
12. All the disputes and differences arising out of or in any way touching or concerning this Deed whatsoever shall be referred to the sole arbitration of the Chief Administration or any other officer appointed by him. It will not be an objection to such appointment that the arbitrator so appointed is a government servant or an officer of the authority that he had to deal with the matter to which this deed relates and that in the course of his duties as such government servant or officer as the case may be, he has expressed his views on all or any of the matters in dispute or difference, the decision of such arbitration shall be final and binding on the parties to this deed.

If and so long as the transferee shall fully performed and comply with and shall continue to so perform and comply with each and all the terms and conditions herein made and provided out no otherwise, the vendor will secure the transferee full and peaceful enjoyment of light and privileges herein and hereby conveyed and assured.

And it is hereby agreed and declared that unless a different meaning shall appear from the context:-

- (a) The expression "Chief Administrator" shall mean the Chief Administrator of the authority as defined in Clause (e) of section 2 of the Act.
- (b) The expression "Estate Officer" shall mean a person appointed by the authority under Clauses (d) section 2 of the Act of perform the functions of Estate Officer under the Act in one or more than One Urban Area.
- (c) The expression "Vendor" used in presents shall include in addition to the Haryana Urban Development Authority and in relations to any matter or any thing contained in

For DARCL Logistics Limited

Prakash Aggarwal
(Prakash Aggarwal)
Vice President

4 of 5

[Signature]
Estate Officer-II
HUDA, Sector-64
Gurgaon
for Sub Registration
Gurgaon

178
18 JUL 2022

or arising out of these presents every person duly authorised to act or to represent the Haryana Urban Development Authority in respect of such matter or thing.

- (d) The expression "Transferee" used in these presents shall include in addition to the said M/s Darcl Logistics Limited having its Corporate Office at SCO 47, 3rd Floor, Old Judicial Complex, Civil Lines Area-Gurgaon through its Authorised Signatory Prakash Agarwalla S/o Shri Mani Ram Agarwalla R/o F119, Prashant Vihar, New Delhi working as Vice President with the Company and their lawful heirs, successors, representatives, lessees and any person or persons in occupation of the said land or building erected thereon with the permission of the Estate Officer.

IN WITNESS WHEREOF, the parties here to have hereunder respectively subscribed their names and the places and on the date hereinafter in each case specified.

Signed by the said M/s Darcl Logistics Limited, SCO 47, 3rd Floor, Old Judicial Complex, Civil Lines-Gurgaon through its authorised signatory Prakash Agarwalla working as Vice President with the Company S/o Shri Mani Ram Agarwalla on the _____ day of January 2013.

For DARCL Logistics Limited
(TRANSFEREE)
(Prakash Agarwalla)
Vice President

In the presence of witnesses:

1. Name Ashish Kumar Sharma S/o Sh. Vijay Kumar
Residence Bardhaman
Occupation Service

(SIGNATURE)

2. Name Prashant Sharma
Residence Friend's Colony, Gurgaon
Occupation Service

(SIGNATURE)

Signed for and on behalf of the Haryana Urban Development Authority and setting under his authority on the 13th day of January 2013
March

Estate Officer II
(ESTATE OFFICER)
Gurgaon
(SIGNATURE)

In the presence of witnesses:

1. Name Rohas Singh, Asst
Residence G. B. D. II, Moh. S. C. 10
Occupation Service

17/01

2. Name Amarjeet Laro
Residence Do. E. II
Occupation Service

(SIGNATURE)

5 of 5

For DARCL Logistics Limited

(Prakash Agarwalla)
Vice President

Attested
for Sub Registrar
Gurgaon
C. L. ARORA
Advocate
Distt. Courts, GURGAON

18 JUL 2022