

## K S AGGARWAL & ASSOCIATES

Chartered Accountants,

SCO-61,3<sup>RD</sup> Floor, Old Judicial Complex, Above Kotak Mahindra Bank,

Civil Line, Sector 15, Gurugram (Haryana) - 122001, INDIA.

## TO WHOM IT MAY CONCERN

Based upon the documents and details presented before us by M/s Informage Realty Pvt. Ltd. (Here in after referred to as "The Company") having its Registered office at A-603, Bhawani Appartments, Plot No. GH-91, Sector-54, Gurugram-122001, following are the Collection and Utilization as on 1<sup>st</sup> January 2019 against the Affordable Plotted Colony Project, Named as — "PALM DRIVE ROHTAK" (Being developed under Deen Dayal Jan Awas Ypgna-2016 on land admeasuring 12.775 Acres under License No. 43 of 2018 Dated 19.06.2018 falling in revenue estate of Village-Bohar, Sector-34, Rohtak) of the Company.

## Collection and Utilization as on 1st January 2019

#### PALM DRIVE ROHTAK, Sector 34, Rohtak

Sr. No	PARTICULARS	AMOUNT (IN Lakh)	
1	Total Amounts collected from		
-	Customers/Alottees	91	
2.	Less: Total money Spent on development of	-	
	Project	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
3.	Balance if any	-	

## Seventy Percent of Collection and utilization as on 1st January 2019

### PALM DRIVE ROHTAK, Sector 34, Rohtak

Sr. No	PARTICULARS	AMOUNT (IN Lakh)	
1	Total Amounts collected from Customers/Alottees	* 188 27 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
2.	Less: Total money Spent on development of Project		
3.	Balance if any		

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For Infomage Realty Pvt.Ltd.

Director Auth Sign

K S Aggarwal & Associates

This certificate is being issued on specific request of M/s Informage Realty Private Limited for RERA compliance. The certificate is based on the information and records produced before me and is true to the best of my knowledge and belief.

For and on behalf of KSAGGARWAL & ASSOCIATES Chartered Accountants

10 to Aggarwai & Absociates

(KAPIK AGGARWAL) Sign.

Partner

Membership No. 404557

Place: Gurugram Date: 01/01/2019

For Infomage Realty Pyt Atd

Director/Auth Sign.



# KS AGGARWAL & ASSOCIATES

Chartered Accountants,

SCO-61,3RD Floor, Old Judicial Complex, Above Kotak Mahindra Bank,

Civil Line, Sector 15, Gurugram (Haryana) - 122001, INDIA.

#### TO WHOM IT MAY CONCERN

Based upon the documents and details presented before us by IM/s Informage Realty Pvt. Ltd. (Here in after referred to as "The Company") having its Registered office at A-603, Bhawani Appartments, Plot No. GH-91, Sector-54, Gurugram-122001 this is to certify that there is no outstanding liability exists as on 31 Dec. 2018 against the Affordable Plotted Colony Project, Named as — "PALM DRIVE ROHTAK" (Being developed under Deen Dayal Jan Awas Ypgna-2016 on land admeasuring 12.775 Acres under License No. 43 of 2018 Dated 19.06.2018 falling in revenue estate of Village-Bohar, Sector-34, Rohtak) of the Company.

Further this is to be certify that The Company has not raised any loan/debt in the last 5 years from BANKS, hence there is no default in debt servicing of the same. However the company has not taken some loan from corporate, directors etc. in the last 5 years and there also the company have made no default in servicing the loan(s)/ Debt(s) in the last 5 years.

This certificate is being issued on specific request of M/s Informage Realty Private Limited for RERA compliance. The certificate is based on the information and records produced before me and is true to the best of my knowledge and belief.

For and on behalf of K S AGGARWAL & ASSOCIATES Chartered Accountants

(KAPIL AGGARWAL)

Partner Membership No. 404557

Place: Gurugram Date: 01/01/2019

For Infomage Realty Pvt Ltd

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## Gist of Allotment Letter and Agreement to Sell

#### **Allotment Letter:**

- (5) The Applicant(s) has/have seen / read and accepted the lay out plans, zoning plans, building plans designs, specifications and agrees that Company shall develop and complete the project in accordance with the plans, specifications and amenities as approved by the competent authorities from time to time. The company may effect such variations, additions, alterations, deletions and modification therein as it may, deem appropriate and fit with the prior consent of the Allottee(s). The Company shall intimate the Allottee by written communication and the Applicant (s) also undertakes to reply within 15 days of communication by the Company in this regard, if so required. And in the event the Applicant(s) fails to reply in that event it shall be presumed that the Applicant(s) has granted his/her/their consent. However, prior consent of the Applicant shall not be required if there is change, modification or alteration in the layout plan, zoning plan, amenities or specification if such charges, modification or alteration is required by the Government or Competent Authorities. Court Order or due to change in law or statute, policies or such change, modification or alteration is minor in nature.
- (6) The Applicant(s) agree(s) to pay the total price of the unit as per the Payment Plan. Timely payment of installments shall be the essence of the provisional/ final allotment. It shall be obligatory on the Applicant(s) to comply with the terms of payment and other terms and conditions of allotment, failing which the Applicant(s) shall have to pay interest in accordance with the Rule 15 of the HRERA Rules, 2017 i.e. State Bank of India highest marginal cost of lending rates plus 2 % till 60 days of delayed payment, and if the delay continues the Company reserves its right to cancel the allotment / booking and forfeit the Booking Amount and interest accrued on delayed payments, however, the Company may condone the further delay with compounding charges, as levied and at discretion of the company. The refund in case of cancellation would be restricted to the total amount which has been paid by the Applicant(s) excluding GST. The Goods and Service Tax on the demand made would not be refunded by the Company and the Applicants agrees to apply for refund of claim from the Government. The Company shall provide assistance insofar related to the documentation which may be required for claiming the refund from the Government. After cancellation of the booking / allotment the Applicant shall not be left with any right or interest in the Unit and the Company shall be free / entitled to deal with the Unit in the manner it deem appropriate and fit.
- (7) The Applicant(s) shall not be entitled to get the name of his/her/their nominee(s)/assignee(s) substituted in his/her/their place without the prior approval of the Company, who may, in its sole discretion, permit the same on such terms as it may deem fit and legally permissible with substitution charges, as levied and communicated by the Company.

#### Agreement to Sell:

1.3 The Total Price is escalation-free, save and except increases which the ALLOTTEE hereby agrees to pay, due to increase on account of development charges payable to the competent authority and or any other increase in charges which may be levied or imposed by the competent authority from time to time. The PROMOTER undertakes and agrees that while raising a demand on the ALLOTTEE for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the PROMOTER shall enclose the said notification/ order/ rule/ regulation to that effect

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along with the demand letter being issued to the ALLOTTEE, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the ALLOTTEE.

1.7 The PROMOTER shall confirm the area of a plot as per approved demarcation-cum-zoning plan that has been allotted to the ALLOTTEE after the development of the plotted area alongwith essential services [as mandated by Rules and Regulation of competent authority] is complete. The PROMOTER shall inform the ALLOTTEE about any details of the changes, if any, in the area. The total price payable for the area shall be recalculated upon confirmation by the PROMOTER. If there is reduction in the area then the PROMOTER shall refund the excess money paid by ALLOTTEE within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the ALLOTTEE. If there is any increase in the area, which is not more than five percent of the area of the plot, allotted to the ALLOTTEE, the PROMOTER may demand that from the ALLOTTEE as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square meter as agreed in para 1.2 of this Agreement

#### 5. TIME IS ESSENCE:

The PROMOTER shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Plot for Residential/Commercial/any other usage (as the case may be) along with parking (if applicable) to the ALLOTTEE and the common areas to the Association of Allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.

7.5 Cancellation by ALLOTTEE – The ALLOTTEE shall have the right to cancel/ with draw his allotment in the Project as provided in the Act:

For Infomage Really W.L.Ed.

Provided that where the ALLOTTEE proposes to cancel/ withdraw from the project without any fault of the PROMOTER, the PROMOTER herein is entitled to forfeit the booking amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non payment of any due payable to the PROMOTER). The rate of interest payable by the ALLOTTEE to the PROMOTER shall be the State Bank of India's highest marginal cost of lending rate plus two percent which is currently 11% (plus applicable GST if any)on the date of signing of this agreement. The balance amount of money paid by the ALLOTTEE shall be returned by the PROMOTER to the ALLOTTEE within ninety days of such cancellation. Further amount to be refunded would be restricted to the base amount which has been paid by the Allottee. GST if any demanded, would not be refunded by the developer and the allottee agrees to file for refund claim from the Government. Promoter will provide assistance in so far related to the documentation which may be required for claiming the refund from the government.

7.6 Compensation – The PROMOTER shall compensate the ALLOTTEE in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a "force majeure", Court orders, Government policy/guidelines, decisions, if the PROMOTER fails to complete or is unable to give possession of the Plot for Residential/ Commercial/ any other usage along with parking (if applicable). act

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the PROMOTER shall be liable, on demand to the ALLOTTEE, in case the ALLOTTEE wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the

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Plot for Residential/ Commercial/ any other usage, with interest(inclusive of taxes if any) at the rate prescribed in the Rules including compensation(inclusive of taxes if any) in the manner as provided under the Act within **ninety** days of it becoming due.

Provided that if the ALLOTTEE does not intend to withdraw from the Project, the PROMOTER shall pay the ALLOTTEE interest (inclusive of taxes if any) at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage, which shall be paid by the PROMOTER to the ALLOTTEE within **ninety** days of it becoming due.

For Informage Realty Pvt.Ltd

Kirector/Auth Sign

#### **Work Schedule**

January 2019 to March 2019: Appointment of Consultant, Vendors, Contractor, Civil work of Parks

April 2019 to June 2019: Excavation of earth for laying down of Sewerage, Storm Water,

Water Supply

July 2019 to Dec 2019: Laying down of Sewerage Pipe, Storm water Pipes, Water pipes

January 2020 to March 2020: Road work, Street Light pole erection, transformer/feeder

installation, Construction of water tank, laying of Electrical cables

April 2020 to June 2020: Checking of Sewerage Pipes, storm pipe, water pipe functioning and

installation of Pump house, STP work

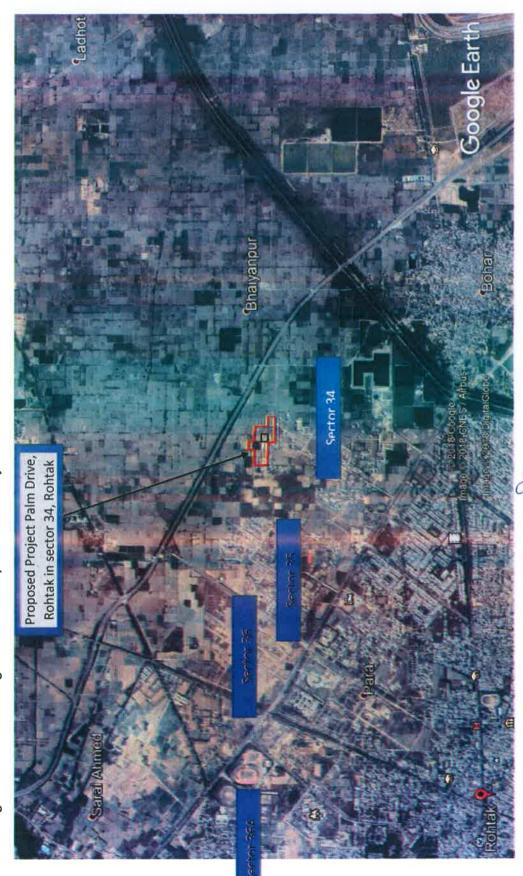
July 2020 to September 2020: Rain water harvesting and finishing of Storm water drainage work

Oct 2020 to Dec 2020: Repair and Miscellaneous jobs

For Infomage Realty Pvt.Ltd.

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Form REP-1, 2-(Xiii) The Location Details of the Project, with clear demarcation of land dedicated for the project along with its boundaries including the Latitude and Longitude of the end points of the Project.



For informate Realty Pvt.Ltd.

Form REP-1, 2-(Xiii) The Location Details of the Project, with clear demarcation of land dedicated for the project along with its boundaries including the Latitude and Longitude of the end points of the Project.



For Informage Realty Pvt.Lld.

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## Indian-Non Judicial Stamp Harvana Government



Date: 07/05/2018

Certificate No.

R0G2018E174

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GRN No.

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Deponent

Name:

Informage realty private Itd

H.No/Floor A603

Sector/Ward: 54

Landmark: Golf course road

City/Village: Gurgaon

District: Rohtak

State: Haryana

Phone:

9899914444

Purpose:

Mortgage Deed Submitted to DGTCP Haryana office by Informage Realty Private Limited to be submitted at

**Dgtcp** haryana

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egreshry.nic.in

#### MORTGAGE DEED

This Deed of mortgage is made at Rohtak on this 8th day of May 2018, between Avighna Real Estate Private Limited, Sh. Anil S/o Sh. Anand, Smt. Sweta W/o Sh. Anil, Smt. Geeta W/o Sh. Pawan, Sh. Harish S/o Narotam Dass, Smt. Promila W/o Sh, Vijay Pal, Sh. Rajinder S/o Sh Satbir all through its Attorney M/s Informage Realty Private Limited (Anil Tayal) and M/s Informage Realty Private Limited through its Director Sh. Anil Tayal, herein after called "Mortgagors" (which expression shall include his/her/their heirs executors, administrator and assigns) of the one part and the Governor of Haryana acting through the Director General, Town and Country Planning, Haryana, Chandigarh hereinafter called "the Mortgagee" (which expression shall include its successor and assigns) of the other part.

Director General Town & Country Flanning, Harvalle, Ulland gar

Director/Auth. Sign.

WHEREAS the Mortgagors is the absolute owner of and in possession of the properties fully described in the schedule hereunder:

#### NOW THIS DEED OF MORTGAGE WITNESETH AS FOLLOWS:

- That mortgagor has been issued LOI to develop Residential Plotted Colony under Deen (1) Daval Jan Awas Yojna, 2016 over an area measuring 12,775 acres in Sector-34, Village Bohar, District Rohtak vide Memo No. LC-3662-PA(SN)-2018/5901 Dated 15.02.2018.
- That terms of LOI are to be complied with by Anil Tayal, authorized Signatory of (2)Informage Realty Private Limited, Developer.
- That the Mortgagor has agreed/ requested to Mortgage the land (for securing the payment) (3) in lieu of submission of bank guarantee of Rupees 67.7075 lacs against Internal Development Works with reference to his license application no. LC-3662-PA(SN)-2018/5901 Dated 15.02.2018 to develop Plotted Residential Colony over an area measuring 12.775 acres in Sector-34, Village Bohar, District Rohtak vide Memo No. LC-3662-PA(SN)-2018/5901 Dated 15.02.2018 (under Deen Daval Jan Awas Yojna, 2016).
- The description of land, proposed to be mortgaged is given in land schedule annexed with (4) this mortgage deed. In compliance of the condition no. 3 of the LOI referred in para above the mortgagor agrees to mortgage 8K-12M (4350 square meter), of the land being so licensed in favor of the Government in lieu of Bank Guarantee of Rs. 67.7075 lacs being submitted as per present policy on account of Internal Development Works as shown in Red Color on layout plan as per detail given in schedule annexed with this mortgage deed.
- That the mortgagor shall continue to pay all the rates and taxes accruing due in respect of (5) the said property under any law or rules for the time being in force.
- That the mortgagor convents that the property is free from all encumbrances and that the (6) Mortgagor is entitled to mortgage the same to the Mortgagee.
- That the mortgagor shall not lease out or part with possession of the property or create any (7)further right, mortgage on the same in favor of any person without prior consent of the mortgagee in writing.

For all or any other purpose aforesaid the Mortgagor hereby irrevocably appoints the Mortgagee to be his/its attorney and in the name and on behalf of the Mortgagor to execute and do all such acts, maters, deeds and things which the Mortgagor ought to do and execute and generally to use the name of the Mortgagor in the exercise of all or any of the powers Haryana, Chandigart conferred with the Mortgagee.

> In case of plotted colony, the Mortgagor shall not be allowed to raise construction on the (9)land mortgaged and shall not be allowed to create third party rights on it. However, the

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Director/Auth, Sign.

- Mortgagor shall be allowed to lay the infrastructure services as per the approved layout plan/service plan, which are required for integration of the colony.
- (10) On request of the Mortgagor, the mortgagee may de-mortgage the proportionate area of the mortgaged land in proportion to the payment of outstanding Internal development Works subject to minimum of 5% of the project land and multiple thereof.
- (11) That on payment of all dues of the said Mortgager, the mortgage shall be bound to demortgage the said property to Mortgagor and execute deed of discharge /transfer in favor of the Mortgagor at expenses of Mortgagor.
- (12) The Mortgagor shall bear the stamp duty/registration charges and the other out of pocket expenses for the execution of this mortgage deed.
- (13) That in case of default/breach of any of the terms and conditions contained in this Deed, or in the Internal Development charges relief policy, the Mortgagee shall be free to enforce against the property described in the schedule hereunder without intervention of Court under section 69 of the Transfer of property Act after giving notice to the mortgager to self the mortgaged to sell the mortgaged property to realize all its dues outstanding in the account and cause the mortgaged property
- (14) The Mortgagee without intervention of the Court may sell/transfer the said Mortgaged property or any part thereof either together or in parcels and by public auction or by any means which the Mortgagee may deem fit, without being responsible for any loss which may be occurred thereby and to do and execute all such acts and assurances for effectuating any such sale/transfer as the Mortgagee may deem fit.
- (15) That the Mortgagor indemnifies mortgagee for any repercussion/liabilities in contest of land being mortgaged.

In witness whereof, the Mortgagor and the Mortgagee have set their hands on the day, month and the year herein above first written.

 Town & Country Planting, Harven Chandigath Signature

Name

Anil Taye

Date

08.05.2018

Designation Director

- Land Books Dat I to

Director/Auth. Sign.

(For and on behalf of the Anil, Smt. Geeta. Harish, Sweta, Promila, Rajender) through registered SPA

	Signature	
	Name Anil Tayof	
	Date 08.05.258	
	Designation Director	
	(For and on behalf of the Avighna Real Estate Private Limited through Registered SPA)	
No.	(For Informage Really Private Limited)	
Witness:		
1. Signature	<del>-</del>	
Name Sweta	_ ,	
Date 8 - 5 - 18	_	
Sec-54, gurgaon.	Dimenting General  - Town & Country Plann	
2. Signature	Haryans, Unandiga	
Name Devenct ya Sirich	<u>-</u> ,	
Date 68-05-2.18		
Address K2-29/30, A-Block	Najdgarh - Della	

SCHEDULE (Description of Property hereby Mortgaged)

For Movinage Realty Pvt.Ltd

The Land Details are shown and marked in Annexure 'A' (Layout Plan) total measuring 4350 square metre situated in Sector-34, in Revenue Estate of Village Bohar, District Rohtak and layout is jointly approved by DTCP office in the name of Avighna Real Estate Private Limited. Sh. Anil S/o Sh. Anand. Smt. Sweta W/o Sh. Anil. Smt. Geeta W/o Sh. Pawan, Sh. Harish S/o Narotam Dass. Smt. Promila W/o Sh. Vijay Pal. Sh. Rajinder S/o Sh Satbir and M/s Informage Realty Private Limited. Above mentioned land i.e 4350 square meter falls in different rectangle number and kila numbers and their details is follows:

Rectangle Number	Kila Number	Total Area	Area to be mortgaged	Name of Owners with shares
59	6/1	7K-11M	3K-09M	Anil S/o Sh. Anand full share
59	15	7K-11M	1K-14M	Smt. Geeta W/o Sh. Pawan 11/151 share. Anil S/o Anand share 140/151
59	16	8K-0M	3K-9M	Harish S/o Narotam Dass 79/320, Anil S/o Anand 407/2240, Sweta w/o Anil 2/7 share, Promila w/o Vijay Pal 1/7 share, Rajinder S/o Satbir 1/7 share
	Total	23K-2M	8K-12M 4350 square meter	

The plan showing the mortgaged land is at Annexure 'A' with all rights of easement bounded in red colour on the plan.

Signature

Name

ame

Date

08-05-2018

Designation

Director

Director General
Town & Country Flanning,
Haryana, Channigary

(For and on behalf of the Anil, Smt. Geeta, Harish, Sweta, Promila, Rajender) through registered SPA

Signature

For Infompre Realty Pyt.Ltd.

Director/Auth. Sign.

	Estate Private Limited through Registered SPA)  (For Informage Realty Private Limited)
Witness:	
1. Signature	
Name_Sweta	
Date	
Sec-sy, awgoon.	n' appt
2. Signature	
Name Devendre Sing	ts
Date <u>68-05-2018</u>	
Address R2-29/36 A-B	bak Naidgash Delhi

Name

Date

Designation

08.05.208

(For and on behalf of the Avighna Real