

HDFC Bank Ltd., B-247, Priyadarshini Vihar, Delhi - 110 092.

Date 23-November-2022

BG Confirmation NO. GTEE 2076 23112022 007857

To. DIRECTOR GENERAL TOWN AND COUNTRY PLANNING, HARYANA NAGAR YOJNA BHAWAN, PLOT NO. 3 SECTOR-18A

MADHYA MARG, CHANDIGARH-160018

OUR BG NO.

: 027GT02223270013

DATE OF ISSUE

: 23-NOV-2022

APPLICANT

: SHRI RAM SHARANAM CONSULTANTS PVT L

GUARANTEE AMOUNT

: INR11,91,017.00

AMOUNT IN WORDS

: RUPEES ELEVEN LAKH NINETY ONE THOUSAND SEVENTEEN

ONLY

EXPIRY DATE EXPIRY PLACE : 22-NOV-2025

CLAIM DATE

: NEW DELHI : 22-NOV-2026

DEAR SIR,

PLEASE FIND ENCLOSED THE CAPTIONED GUARANTEE DULY ISSUED BY US.

THE ORIGINAL GUARANTEE ATTACHED IS TO BE RETURNED TO US ALONG WITH BENEFICIARY DISCHARGE LETTER WITHIN 15 DAYS FROM THE DATE IT CEASES TO BE IN FORCE OR AS SOON AS THE PURPOSE FOR WHICH IT HAS BEEN ISSUED IS FULFILLED , WHICHEVER IS EARLIER.

WE CONFIRM THAT THE SIGNATORIES WHO HAVE SIGNED THE SUBJECT GUARANTEE / EXTENSION AS STATED BELOW HAVE THE REQUISITE POWERS TO SIGN

1. Mr. Branch Manager UPTA

Destanch Manager UPTA

PA Grade: D4. Nde: R7233

2. Mr./Ms. HRIT/IK ABHISHEK

Designation Struck Branch Manager

PA / Autempt Code: H2473

FURTHER CONFIRMATION OF THIS GUARANTEE IF DESIRED, SHOULD BE OBTAINED FROM THE ABOVE MENTIONED BRANCH.

THIS LETTER FORMS AN INTEGRAL PART OF THE GUARANTEE.



www.hdfcbank.com

# HDFC BANK

23-November-2022

Bank Guarantee No. : 027GT02223270013

Date of Issue : 2022-11-23

BG NO. 027GT02223270013 DATE 23-NOV-2022 AMOUNT RS. 1,191,017.00

Guarantee Valid up to : 22-NOV-2025

To.

DIRECTOR GENERAL TOWN AND COUNTRY
PLANNING, HARYANA NAGAR YOJNA
BHAWAN, PLOT NO. 3 SECTOR-18A
MADHYA MARG, CHANDIGARH-160018

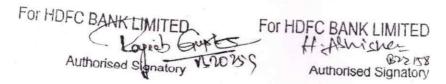
Dear Sir,

THIS DEED OF GUARANTEE MADE on this 23-NOV-2022 between HDFC Bank Ltd. G-83, Preet Vihar, Vikas Marg, New Delhi-110092 (hereinafter called "The Bank") having its head office at HDFC Bank House, Senapati Bapat Marg, Lower Parel West, Mumbai 400013 which expression shall, unless excluded by our repugnant to the context, include its successors and assignees) of the one part and the Governor of Haryana acting through the Director General, Town & Country Planning Department (hereinafter called 'The Government' which expression shall unless excluded by or repugnant to the context, include its successors and assignees) of the other part.

Whereas the Director General, as defined under clause (f) of Section 2 of the Haryana Development and Regulation of Urban Area Act, 1975 (hereinefter referred to as the "Director General" has called upon M/s Shri Ram Sharanam Consultants Pvt. Ltd., having its registered office at 412, 4th Floor, Shakuntala Building-59, Nehru Place, Delhi-110019 (hereinafter referred to as the Owner) to furnish a Bank Guarantee under Clause (a) of Sub-Rule (1) of Rule (11) of the Haryana Development and Regulation of Urban Area Act, 1976 (hereinafter referred to as the 'RULES') in respect of External Development Charges (Roads, Sewers, S.W. Drains, Water supply and Horticulture) in the affordable residential plotted colony under Deen Dayal Jan Awas Yojna, 2016 to be developed on area measuring 6.34375 at revenue estate of village Ahmadpur Sector-27, Sonipat, Haryana, under license to be granted as per the Letter of Intent Memo (LOI) No. LC-4732-JE(MK)/2022/26251 dated 30-08-2022 issued in the name of Shri Ram Sharanam Consultants Pvt. Ltd.

the Bank has at the request of the Owner agreed to execute these presents. NOW THIS DEED WITNESSETH AS FOLLOWS:-

- 1. In consideration of the Director General agreeing to grant License to the Owner to set up the said colony on the land mentioned in Annexure hereto on the fulfillment of all the conditions laid down in Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner hereby Covenants as follows:-
- (a) The schedule of payment of EDC shall be as under :-
- I. 25% of the total payment before license:
- II. Rest 75% in 06- six monthly installment after grant of license.
- (b) In case the Owner asks for a completion certificate before the payment of EDC they would have to first deposit entire EDC and only thereafter the grant of completion certificate would be considered.
- (c) The unpaid amount of EDC would carry an interest of 12% per annum and in case any delay in the payment of installments on the due date and additional penal interest of 3% per annum (making the total payable interest as 15% per annum) would be chargeable up to a period of three months and an additional three months with the permission of DG, TCP.
- (d) In case of HUDA executing external development works completed the same before the due date and consequently requires the charges for the same, the DG,TCP shall be empowered to call upon the Owner to pay the EDC even before the completion of four years period and the colonizer shall be bound to do so.
- (e) That the rates schedule, terms and conditions of external development charges may be revised by the Director during the period of License as and when necessary and the Owner shall be bound to pay



the balance of the enhanced charges, if any, in accordance with the rate, schedule and terms &conditions as determined.

- (f) That the Owner shall be responsible for the maintenance and up-keep of all roads, open spaces, public parks and public health services for
- a period of five years from the date of issue of the
- completion certificate under Rule-16 of the Rules unless earlier relieved of his responsibility, when the Owner shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government of the Local Authority, as the case may be.
- (g) That the Owner shall be responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.
- (h) That the Owner shall complete the internal development works within five years of the grant of the license or as per the policy.
- (i) That the Owner shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- (j) That the Owner shall permit the Director General or any other officers authorized by him in this behalf to inspect the execution of the layout and the development works in the Colony and the Owner shall carry out all directions issued to him for ensuring due completion of External sewerage systems by HUDA and make their own arrangement for temporary disposal or give the requisite land.
- (k) That without prejudice to anything contained in this agreement all the provisions contained in the Act and these rules shall be binding on the Owner.
- (1) That the Owner shall give the requisite land for the treatment works (oxidation Ponds) and for broad irrigation purposes at his own cost till the completion of external sewerage systems by HUDA and make their own arrangements for temporary disposal or give the requisite land.
- 2. Provided always and it is hereby agreed that should the Owner commit any breach of the terms and conditions of LC-IV agreement or bilateral agreement or violate any provisions of the Act of the rules, then and in any such case and notwithstanding the waiver of any previous clause of right, the Director General, may

cancel the license granted to him.

- 3. Upon cancellation of the license under Clause-2 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Areas Rules, 1975 and the Haryana Development and Regulation of Urban Area Rules, 1976 as amended upto date. The Bank Guarantee in that event shall stand forfeited in favour of the Director General.
- 4. The Stamp and registration charges, if any, on this deed shall be borne by the Owner.
- 5. The expression "The Owner" here-in-before used shall include his heirs, legal representatives, successors and permitted assignees.
- 6. After the EDC Installments have been paid and such payment ascertained/credited by DTCP, the Director General may on an application in this behalf from the Owner release the bank guarantee of part thereof, as the case may be. However, that Bank Guarantee regarding the external development charges shall be released by the Director General in proportion to the payment of the external development charges received from the Owner.
- 7. That the Bank at the request of the Owner irrevocably guarantees and undertakes that if the Owner commits any default in observance of any of the terms and conditions of this guarantee, the Bank shall on demand and without any demur pay to the Government a sum of
- 11,91,017/- (Rs. Eleven Lacs Ninety One Thousand Seventeen only) loss or to the extent damage caused to or suffered by the Government by reasons of any breach by the Owner of the terms and conditions of the guarantee. The decision of the Government as to whether the Owner has failed and neglected to observe any of the terms and conditions of the guarantee and as to the amount payable by the bank to the Government hereunder shall be final and binding on the Bank.
- 8. The Bank further guarantees and undertake that if the Director General, at any time, cancels licence granted to the Owner and the

Director General has to carry out and complete or caused to be

carried out or completed the Development work/works in the colony at the cost of the Government, the Bank shall pay all charges in respect of such works to the Government to the extent of the amount guaranteed under this deed.

9. The Bank further agrees that the guarantee herein contained shall remain in full force and effect for a period of Thirty Six Months from the date hereof i.e. till 22-NOV-2025 (date or expiry of Guarantee period).

FOR HDFC BANK LIMITED

FOR HDFC BANK LIMITED

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Authorised Signatory

- 10. The Guarantee herein contained shall not be affected by any change in the constitution either of Owner or of the Bank.
- 11. The Government shall have the fullest liberty without affecting the Guarantee to postpone for any time and from the time to time any of the power exercisable by it against the Owner either to enforce or forbear any of the terms and conditions under this guarantee or under the act and the Rules and the Bank shall not be released from its liabilities under this guarantee by any exercise by the Government of the liberty with reference to the matter aforesaid or by reasons of time being given to the Owner or any other forbearances act, or commission on the part of the Government or any indulgence by the Government to the Owner or by any other matter or thing what so ever which under law relating to sureties would but for this provisions have the effect of so releasing the Bank from its such liability.

Notwithstanding any thing contained therein:

- (a) Our liability under this guarantee shall not exceed Rs. 11,91,017/- (Rs. Eleven Lacs Ninety One Thousand Seventeen only).
- (b) This bank guarantee shall be valid upto 22-NOV-2025.
- (c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before 22-NOV-2026. Dated 23-NOV-2022 at NEW DELHI for The HDFC Bank Ltd.

Notwithstanding

anything contained herein before

our liability under this bank Guarantee shall not exceed to Rs. 11,91,017/- (Rs. Eleven Lacs Ninety One Thousand Seventeen only).

This Bank Guarantee shall be valid up to 22-NOV-2025 and

We are liable to pay the guaranteed amount or any part thereof under this bank Guarantee only if you serve upon us a written claim or demand on or before 22-NOV-2026 (claim period of one year from the date of expiry of BG), Failing which the bank shall stands released and discharged from any liability what so ever under this guarantee.

All Claims under this Guarantee shall be payable at HDFC Bank Ltd. G-83, Preet Vihar, Vikas Marg, New Delhi-110092.

This Guarantee will be returned to us as soon as purpose for which it is issued is fulfilled. This BG confirmation No.: ..... is an integral part of the BG No.: 027GT02223270013 Dated: 23-NOV-2022

		(Bank	Name)
(Authorized	Signatory)		
Date:			

The BG Confirmation Letter No. GTEE/ 2076 23112022 007857 is an integral part of the BG No. 027GT02223270013 Date. 2022-11-23

For HDFC BANK TIMITED

Authorised Signatory

Authorised Signatory

FOR HDFC BANK LIMITED ASNISHED BERNES

Authorised Signatory

### INDIA NON JUDICIAL

## **Government of National Capital Territory of Delhi**

#### e-Stamp

Certificate No.

IN-DL17535627220912U

Certificate Issued Date

18-Nov-2022 01:04 PM

Account Reference

IMPACC (IV)/ dl719703/ DELHI/ DL-DLH

Unique Doc. Reference

SUBIN-DLDL71970310895639707820U

Purchased by

HDFC BANK LIMITED

Description of Document

Article Bank Guarantee

Property Description

Not Applicable

Consideration Price (Rs.)

First Party

(Zero)

HDFC BANK LIMITED

Second Party

SHRI RAM SHARANAM CONSULTANTS PVT LTD

Stamp Duty Paid By

HDFC BANK LIMITED

Stamp Duty Amount(Rs.)

(One Hundred only)



Please write or type below this line

This Non Judicial Stamp Paper is an integral Part of Bank Guarantee No.02197.022232100 )3 date 23/11/2022 for INR 1191017/issued in favour of Director General Town and Company Planning Haryana
on behalf of our customer Shar Ram Sharmam Consultants Put. Ud.

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FOR HDFC BANK LIMITED Authorised Signatory

1 The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Micbile App renders it invalid.

2 The onus of checking the legitimacy is on the users of the certificate 3. In case of any discrepancy please inform the Competent Authority