

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

Phone Banking: 011-61606161

Date 03-January-2024

BG Confirmation NO. GTEE 2076 03012024 0012420

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

OUR BG NO.

: 027GT02240030007

DATE OF ISSUE

: 03-JAN-2024

APPLICANT

: SHRI RAM SHARANAM CONSULTANTS PVT L

GUARANTEE AMOUNT

: INR78,94,250.00

AMOUNT IN WORDS

: RUPEES SEVENTY EIGHT LAKH NINETY FOUR THOUSAND TWO

HUNDRED FIFTY ONLY

EXPIRY DATE

: 02-JAN-2027

EXPIRY PLACE

: NEW DELHI

CLAIM DATE

: 02-JAN-2028

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 ON BEHALF OF THE BANK.

1. Mr./Ms. HRITVIK ABHISHEK 2. Mr./Ms.

RAJEEB GUPTA

Designat Desig.: PB Authoriser PA / Autente Conde : H2473

Designation Branch Manager

Priyadrshini Vihar (2076) PA / Auth Sig. Nomp. Code: R7233

FURTHER CONFIRMATION OF THIS GUARANTEE IF DESIRED, SHOULD BE OBTAINED

FROM THE ABOVE MENTIONED BRANCH.

THIS LETTER FORMS AN INTEGRAL PART OF THE GUARANTEE.





# INDIA NON JUDICIAL

# Government of National Capital Territory of Delhi

### GIVISTE-8

Certificate No.

: IN-DL19794302320965V

Cartificate Issued Date

28-Dec-2023 11:02 AM

Actours Reference

: IMPACC (IV)/ dl877503,' DELHI,' DL-DLH

Unique Doc. Reference

SUBIN-DLDL87700002995057027682V

Purchased by

HDFC BANK LIMITED

Description of Document

Article Bank Guarantee

Property Description

: Not Applicable

Consideration Price (Fis.)

(Zero)

First Pany

HDFC BANK LIMITED

Second Party

SHRI RAM SHARANAM CONSULTANTS PVT LTD

Stamp Living Duid By

HDFC BANK LIMITED

Stand Duty Amount(Rs.)

100

(One Hundred only)



Please write or type below this line

This Non Judicial Stamp Paper is an integral Part of Bank Guarantee No.027G.T02240030007 date 03.0.1.2024... for INR 7874250

date 03/01/2024 for INR 7894250 Issued in favour of DIRECTOR GENERAL TOWN AND COUNTRY PLANNING HARYANA on behalf of our customer SHRI RAM SHARANAM CONSULTANTS PUT LTD

BZM58

Desig : PB Authorise Emp. Code : H2473

Privadrship (in)--

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BG NO.027GT02240030007 DATED 03-JAN-2024 AMOUNT - INR 7,894,250.00

BANK GUARANTEE NO:027GT02240030007

DATE: 03-JAN-2024

BANK GUARANTEE

BG No. 027GT02240030007 Date of Issue : 03-JAN-2024 Amount : Rs. 78,94,250/-Date of Expiry : 02-JAN-2027

To,
The Director General,
Town & Country Planning Department,
Haryana, ,NAGAR YOJANA BHAWAN,PLOT NO.3,SECTOR-18 A,MADHYA
MARG,CHANDIGARH-160018.

ADDITIONAL BANK GUARANTEE OF INTERNAL DEVELOPMENT WORKS (IDW) FOR DEVELOPING OF AFFORDABLE PLOTTED COLONY UNDER DDJAY-2016

THIS DEED OF GUARANTEE MADE this 03-JAN-2024 between We HDFC Bank Ltd., a banking company incorporated and registered under Companies Act 1956 and having license to carry on banking business under the Banking Regulation Act, 1949 having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel West, Mumbai 400013 and its Corporate Office at HDFC Bank House, Senapati Bapat Marg, Lower Parel West, Mumbai 400013 and its one of branch office at HDFC Bank Ltd. G-83, Preet Vihar, Vikas Marg, New Delhi-110092, (hereinafter called "the Bank", which expression shall unless excluded by or repugnant to the context include its successors and assignees) of the one part of the Governor of Haryana acting through the Director Town & Country Planning, Haryana, Chandigarh (hereinafter called "The Director", which expression shall unless excluded by or repugnant to the context, include his successors and assignees) of the other part.

WHEREAS the Director, as defined under clause (f) of Section 3 of the Haryana Development & Regulations of Urban Areas Act, 1975 (hereinafter referred to the "Director") vide Letter No. Memo No. LC-4732/JE (MK) 2023/43490 dated 27-12-2023 has conveyed to M/s Shri Ram Sharanam Consultants Pvt. Ltd., having its registered office at 412, 4th Floor, Shakuntala Building-59, Nehru Place, Delhi-110019, (hereinafter collectively referred to as the Owner/Developer) requirement of Bank Guarantee for Rs.1,12,24,250/- (Rupees One Crore Twelve Lakhs Twenty Four Thousand Two Hundred Fifty only) for approval of Service Plans estimates in respect of Internal Development Works in respect of License No. 31 of 2023 dated 10.02.2023 issued in favour of the Owner/Developer (Shri Ram Sharanam Consultants Pvt. Ltd) for developing an Affordable Plotted Colony under DDJAY-2016 measuring 6.34375 acres in the revenue estate of Village Ahmadpur, Sector 27, Sonipat, Haryana.

WHEREAS the Owner/Developer, out of the above-said required Bank Guarantee, has already deposited Bank Guarantee for Rs.33,30,000/- (Rupees Thirty-Three Lakhs Thirty Thousand only) in compliance of Letter of Intent dated 30.08.2022 issued by the Director in favour of the Owner/Developer for development of the above-said 6.34375 acres, and an Additional Bank Guarantee for balance amount Rs. 78,94,250/- (Rupees Seventy-Eight Lakhs Ninety-Four Thousand Two Hundred Fifty only) is required to be deposited now as per the above-said letter dated 27-12-

2023 issued by the Director.

Branch Manager

Emp. Code: R7233

Grade: D2

## BG NO.027GT02240030007 DATED 03-JAN-2024 AMOUNT - INR 7,894,250.00

AND WHEREAS the Bank at the request of the Owner/Director agreed to execute these presents.

#### NOW THIS DEED WITNESSETH AS FOLLOWS:-

In consideration of the Director agreeing to grant approval of Service Plans Estimates for the said License No. 31 of 2023 dated 10.02.2023 granted to the Owner/Developer to set up the said Affordable Plotted Colony under DDJAY-2016 on the land measuring 6.34375 Acres, in the Revenue Estate of Ahmadpur, Sector 27, Sonipat, Haryana, hereto on submitting the required bank guarantee and on the fulfillment of all the conditions laid down in Rule 11 of the Haryana Development and Regulations of Urban Areas Rules, 1976, by the Owner/Developer hereby covenants as follows:-

The Owner/Developer shall be responsible for the internal Development works within the meaning of assigned under sub-section (i) of Section 2 of the Haryana Development and Regulations of Urban Areas Rules, 1975.

That the Owner/Developer shall arrange the electric connection from outside source for electrification of their colony from U.H.B.V.N. if they fails to provide electric connection from U.H.B.V.N. the Director, Town and Country Planning will recover the cost from the colonizers and deposit it with U.H.B.V.N.

That the rates, schedule and terms and conditions of internal Development Charges may be raised by the Director, during the period of License as and when necessary and the Owner/Developer shall be bound to pay balance charges or submit bank guarantee, if any, in accordance with rate, schedule and terms and conditions so determined by the Director.

The Owner/Developer shall be responsible for the maintenance and upkeep of the colony for a period of Five years from the date of issue of completion certificate under Rule 16 of the rules unless earlier relieved of his responsibilities.

The Owner/Developer shall be responsible for the development of the Affordable Plotted Colony under DDJAY-2016.

The Owner/Developer shall permit the Director for any other works which the Director may think necessary and required in the interest of proper development of the colony.

That without prejudice to anything contained in this agreement all provisions contained in the Act and the rules shall be binding on the Owner/Developer.

The Owner/Developer shall make his own arrangement for disposal of sewerage till the external sewerage system is provided by HUDA and the same is made functional.

Provided always and it is hereby agreed that should the Owner/Developer commit any breach of the terms and conditions of the Agreement or bilateral agreement or violate any provisions of the Act or the Rules, then and in any such case and notwithstanding the waiver of any previous cause right, the Director may cancel the license granted to the Owner/Developer.

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Branch Manager Emp. Code: R7233

Grade: D2

## BG NO.027GT02240030007 DATED 03-JAN-2024 AMOUNT - INR 7,894,250.00

Upon cancellation of the license under clause-2 above action shall be taken as provided in the Haryana Development and Regulations of Urban Areas Rules, 1975 and the Haryana Development and Regulations of Urban Rules, 1976 as amended up to date. The Bank guarantee in the event shall stand forfeited in favour of the Director.

After the development works in respect of the "Affordable Plotted Colony" have been completed by the Owner/Developer in accordance with the approved plans and specification and completion certificate in respect thereof has been issued, the Director may on application in this behalf from the Owner/Developer, release the bank guarantee or part thereof, as the case may be, provided further that the bank guarantee equivalent to 1/5th amount thereof shall be kept unreleased for a period of five years from the issuance of completions certificate under Rule-16, earlier in case the owner is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee equivalent to 4/5th amount thereof regarding the Internal Development Works shall be released by the Director. However, liability of the Bank does not exceed Rs. 78,94,250/- (Rupees Seventy-Eight Lakhs Ninety-Four Thousand Two Hundred Fifty only) valid till 02-JAN-2027. After which the bank shall be discharged from its liability.

That the bank further irrevocably guarantees and undertake that if the Owner/Developer commits any default in observation 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 not exceeding of Rs. 78,94,250/-(Rupees Seventy-Eight Lakhs Ninety-Four Thousand Two Hundred Fifty only) For loss to the extent of damage caused to or suffered by the Government by reason of any breach by the Owner/Developer of the terms and conditions of the guarantee. The decision of the Government as whether the Owner/Colonizer has failed and as to the amount payable by the Bank to the Government hereunder, shall be final and binding on the Bank but limited to the amount of this Bank Guarantee.

That the Bank further guarantees and undertakes that if the Director, at any time cancels and license granted to the Owner/Developer and the Director has to carry out and complete or caused to be carried out or to be 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.

That the bank further agrees that the guarantee herein contained shall remain in full force and effect for a period of Three years from the date hereof i.e. till 02-JAN-2027

That the Guarantee herein contained shall not be affected by any change in the constitution either of the Owner/Developer or the Bank.

That the Government shall have the fullest liberty without affecting the Guarantee to postpone for any time and from time to time any of the powers exercisable by it against the Owner/Developer 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 be released from its liabilities under this aforesaid or by reasons of time being given to the Owner/Developer or any other forbearance etc. or commission on the part of the Government of any indulgence by the Government to the Owner/Developer or any other matter or thing whatsoever which under law relating to sureties would but for this provisions have the

effect of so releasing the Bank from its such liability.

WABAISHER HRITVIII ABHISHER

PB Authorise HRITVIII ABHISHER

Code: H2473 Depte Code: H2473

Branch Manager Emp. Code: R7233 Grade: D2.

# Dated 03-JAN-2024 at NEW DELHI For The HDFC BANK LTD

Notwithstanding anything contained herein:-

Our liability under this guarantee shall not exceed of Rs. 78,94,250/- (Rupees Seventy-Eight Lakhs Ninety-Four Thousand Two Hundred Fifty only)

This Bank Guarantee shall be valid upto 02-JAN-2027.

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 in terms of the guarantee on or before 02-JAN-2028( claim period of one year from the date of expiry of BG) failing which the bank shall stand released and discharged from any liability whatsoever 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. 027GT02240030007 Dated 03-JAN-2024

For HDFC BANK LTD

For HDFC BANK LTD

(Authorized Signatory) Signatory) (Authorized

(Name and Designation/SSNo)

(Name and Designation

KABHISHEK BERTS

Jesig PB Authoriser

Emp. Code - H2473

Priyadrshini Vihar (2076)

Branch Manager

Emp. Code: R7233

Grade: D2