

Directorate of Town & Country Planning, Haryana

Aayojna Bhawan, Plot No. 3, Block-A, Madhya Marg, Sector 18A, Chandigarh.

Phone : 0172-2549349 Email: tcpharyana7@gmail.com

Website: <http://tcpharyana.gov.in>

Regd.

To

Skywhales Developers LLP,
1032A/1, MM Towers 3rd floor,
Railway Road, Dayanand Colony,
Gurugram-122001.

Memo No. LC-4697(B)/JE(AK)/2024/ 15809

Dated:

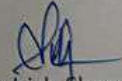
30/05/24

Subject: Request for approval of service plan estimates for Affordable Residential Plotted Colony (DDJAY-2016) for an additional area measuring 7.7222 acres w.r.t. licence no. 256 of 2023 dated 17.11.2023 acres (in addition to licence no. 78 of 2022 dated 27.06.2022) falling in revenue estate of village Gopalpur, Sector-99-A, Gurugram being developed by Skywhales Developers LLP.

Reference:- CE-I, HSVP, Panchkula office memo no. 131411 dated 16.05.2024 on the subject cited matter

In regard of above cited subject, it is intimated that the Service Plan/Estimates of the said Group Housing Colony have been received from the CE-I, HSVP, Panchkula vide letter under reference. As per estimated cost intimated by HSVP, you are required to furnish the bank guarantee of Rs. 138.885 lacs on account of Internal Development Works, whereas you have only deposited the Bank Guarantee of Rs. 40.927 lacs.

Therefore, you are requested to furnish the bank guarantee of additional amount of Rs. 97.958 lacs on account of Internal Development Works to enable further decision regarding approval of Service Plan/Estimates of subject cited colony.



(Ashish Sharma)

District Town Planner (HQ)

For Director, Town & Country Planning
Haryana, Chandigarh

SKYWHALES DEVELOPERS LLP.

103A/1, MM Towers, 3rd floor, Railway Road, Dayanand Colony, Gurugram.

To

Dated: 03.06.2024

Director General,
Town & Country Planning,
Haryana, Chandigarh.

Subject: Request for approval of service plan estimate for affordable Residential Plotted Colony under DDJAY-2016 for an additional area measuring 7.7222 acres w.r.t. license no. 256 of 2023 dated 17.11.2023 (in addition to license no. 78 of 2022 dated 27.06.2022 falling in revenue estate of Village Gopalpur, Sector-99A, Tehsil Harsaru, District Gurugram- Skywhales Developers LLP.

Ref: Memo no. LC-4697(B)/JE(AK)/2024/15809 Dated 30-05-2024 (attached herewith)

Respected Sir,

As above mentioned reference to subject, it cited that the approval of service plan estimate for affordable Residential Plotted Colony under DDJAY-2016 for an additional area measuring 7.7222 acres w.r.t. license no. 256 of 2023 dated 17.11.2023 (in addition to license no. 78 of 2022 dated 27.06.2022 falling in revenue estate of Village Gopalpur, Sector-99A, Tehsil Harsaru, District Gurugram.

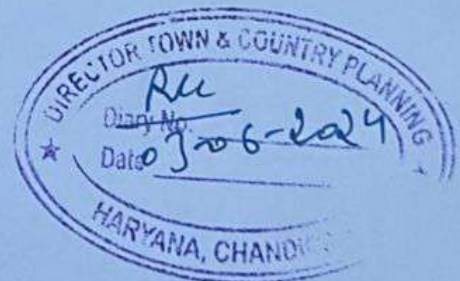
We are submitting the Amount 97,95,800/- Bank guarantee on BG No. 0593823IPG000010 dated 31-05-2024

Please do the needful and oblige. We would like very thankful to you for this.

Thanking you,

Your Sincerely,

M/s Skywhales Developers LLP.
1032A/1, MM Tower, 3rd Floor,
Railway Road, Dayanand Colony,
Gurugram-122001.





Indian-Non Judicial Stamp
Haryana Government



Date : 31/05/2024

Document No. G0312024E3511

No. 117174363



Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name : Skywhales Developers Llp

Plot/Floor : Na

Sector/Ward : Na

LandMark : Na

Village : Gurugram

District : Gurugram

State : Haryana

Pin : 99*****88



Buyer / Second Party Detail

Name : Indian Bank

Plot/Floor : Na

Sector/Ward : 4

LandMark : Na

Village : Gurugram

District : Gurugram

State : Haryana

Pin : 99*****88

Address : BANK RD

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

BANK GUARANTEE FOR THE DEVELOPMENT OF AFFORDABLE RESIDENTIAL PLOTTED COLONY UNDER
DEEN DAYAL JAN AWAS YOJANA

To,
The Director,
Town & Country Planning Department
Chandigarh

BG NO. 0593823IPG000010
Date of Issue: 31.05.2024
Amount: -97,95,800/-
Date of Expiry: -07/12/2027
Date of Claim: - 07/12/2028

This DEED OF GUARANTEE made this 31st May of 2024 between "We, the Indian Bank, a body Corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act having its Corporate Office at No.254-260, Avvai Shanmugham Salai, Royapettah, Chennai – 600 014 and a branch among other places at Indian Bank, situated at Sector-4 Gurgaon (branch address) (hereinafter referred to as the "Guarantor/Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns)" of the one part and the Governor of Haryana acting through The Director, Town & Country Planning Department (hereinafter called "the Government", which expression shall unless excluded by or repugnant to the context thereof shall include its successors and administrators, executors) of the OTHER PART.

WHEREAS the Director, as defined under clause-(f) of Section 2 of the Haryana Development and Regulation of Urban Areas Act, 1975 (hereinafter referred to as the "Director") has called upon between M/s Skywhales Developers LLP. Having its registered office at 1032A/1, MM Tower, 3rd Floor Railway Road, Gurugram, Haryana-



001 (hereinafter referred to as the Owner/Developer which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors") to furnish a Bank Guarantee under clause (1) of sub-Rule (1) of Rule (11) of the Haryana Development and Regulation of urban area Rules, 1976 (hereinafter referred to as the "RULES") in respect of Internal Development Works as per Letter of Intent Memo No. LC-4697(B)/JE(AK)/2024/15809 Dated 30.05.2024.

AND WHEREAS the bank has at the request of the developer agreed to execute these presents: -

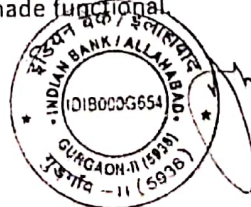
NOW THIS DEED WITNESSETH AS FOLLOWS: -

1. In consideration of Director agreeing to grant License to the Owner/Developer to setup the said Affordable Residential Plotted Colony on the land measuring 7.7222 Acres.

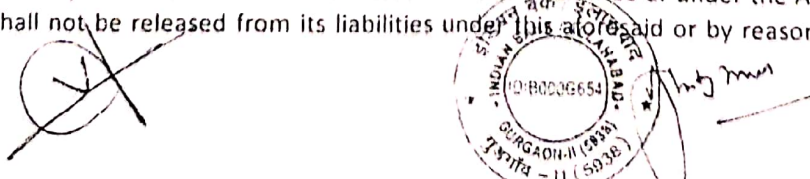
BG No: 0593823IPG000010	Date of issue: 31.05.2024
Amount: Rs. 97,95,800/-	Date of Expiry: 07.12.2027

And all the conditions laid down in Rules 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976, the Owner/Developer hereby covenants as follows:

- a. The Owner/Developer shall be responsible for the Internal Development works within the meaning assigned under sub-section (i) of section 2 of the Haryana Development and Regulation of Urban Areas Act, 1975.
- b. The Owner/Developer shall arrange the electric connection from outside source for electrification from H.V.P.N If the Owner/developer fails of seek electric connection from H.V.P.N the Director shall recover the cost from the Owner/Developer and deposit the same with H.V.P.N.
- c. 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.
- d. That 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 responsibility.
- e. That the Owner/Developer shall individually as well as jointly be responsible for the development of the Affordable Residential Plotted Colony.
- f. That 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.
- g. 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.
- h. That 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.



2. Provided, always, and it is hereby agreed, that should the owner 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 of right, the Director may cancel the license granted to the Owner/Developer.
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 Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 as amended up to date, The Bank Guarantee in the event shall stand forfeited in favour of the Director.
4. After the development works in respect of the "Residential 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 three years from the issuance of completion certificate under Rule-16, or earlier in case the owner is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the Internal Development works shall be released by the Director. However, liability of the Bank does not exceed Rs. 97,95,800/- and valid till 07.12.2027 after which the bank shall be discharged from its liability.
5. That the Bank further irrevocably guarantees and undertake that if the Owner/Developer commits and 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 Rs. 97,95,800/- (Rupees Ninety Seven Lakhs Ninety Five Thousand and Eight Hundred Only) and the Bank further undertakes to indemnify and keep indemnified the Government to the extent of the said sum Rs. 97,95,800/- (Rupees Ninety Seven Lakhs Ninety Five Thousand and Eight Hundred Only) loss or to the extent 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 neglected to observe any of the terms and condition of this Guarantee and as to the amount payable by the Bank to the Government hereunder, shall be final and binding on the Bank.
6. That the Bank further guarantees and undertakes that if the Director, at any time cancels the licence 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 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.
7. That the Bank further agrees that the guarantee herein contained shall remain in full force from the Date hereof i.e. till 07.12.2027.
8. That the Guarantee herein contained shall not be affected by any change in the constitution either of the Owner/Developer or the Bank.
9. 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 not 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 of by any other matter or thing whatsoever which under law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.

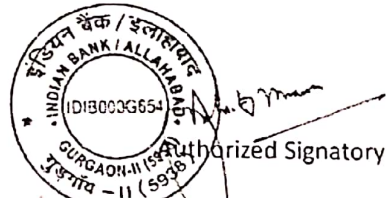
Notwithstanding anything contained herein:

- Our Liability under this guarantee shall not exceed Rs. 97,95,800/- (Rupees Ninety Seven Lakhs Ninety Five Thousand and Eight Hundred Only).
- This Bank Guarantee shall be valid up to 07.12.2027.
- We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if a written claim or demand is served upon us on or before 07.12.2027. (Minimum claim period of 12 month or on a mutually agreed terms between the customer and beneficiary), failing which all your rights shall be extinguished and Bank shall be discharged from all liabilities thereunder, irrespective of return / non return of original Bank guarantee.
- Unless an action to enforce the claim under this guarantee is initiated within one year from the date of denial of invocation / rejection of claim by the bank, provided the invocation has been made within the validity/ claim period; all rights of the beneficiary shall be extinguished and bank shall be discharged from all liabilities hereunder.

Authorized Signatory

Name Vijay Kumar
Designation Sr. Manager
PF No: 77015

Place: Gurgaon
Date: 31/5/2024



Name ANSHU KUMAR
Designation CHIEF MANAGER
PF No: 72427