



Directorate of Town & Country Planning, Haryana

Plot No. 3, Sec-18A, Madhya Marg, Chandigarh 160018, web site:
www.tcpharyana.gov.in,

Phone: 0172-2549349, e-mail: tcpharyana7@gmail.com



To

H L Residency Pvt. Ltd.,
Commercial Complex, H.L City,
Sector-37, Bahadurgarh-124507.

Memo No.TDRA-63A/CTP/2848/2023

Dated:01/02/2023

Subject:

Request for grant of TDR certificate over area measuring 1.477 acres (5978.83 sqm) in the revenue estate of village Nunamajra, Sector-37 Bahadurgarh, District Jhajjar - H.L Residency Pvt. Ltd.

Reference: Your application dated 19.12.2022

Your request for the grant of Transferable Development Rights Certificate on the land measuring 1.477 acres (5978.83 sqm) forming part of 24 mtrs internal sectoral plan road falling in the khasra no. 69//13/2/2 (2K-7M-4.887S), 13/2/1 (0K-1M-0S), 18/3/2 (0K-5M-0S), 22/2 (1K-11M-0S), 23/1/1 (1K-6M-0S), 72//2 (3K-1M-0S), 9 (1K-8M-0S), 10 (1K-6M-7.787S) in the revenue estate of village Nunamajra, Sector-37 Bahadurgarh, District Jhajjar has been examined/considered by the Department subject to the following conditions as per policy dated 16.11.2021:-

- I. That you shall transfer the title of land in the favour of the Department by way of conveyance deed within a period of 90 days and the possession of the land shall be handed over to the Department or its authorized representative.
 - II. That you shall submit the undertaking that you shall pay the stamp duty payable,if any , on such transfer of land to the Department.
 - III. The surrendered land falling in the 24 mtr. wide road shall be kept safe by fencing by you at the time of grant of TDR certificate.
 - IV. That you shall pay the fees and charges as per policy dated 16.11.2021 during the utilization of TDR certificate.
 - V. You shall submit the mutation of the said land with in 7 days from issuance of this letter
1. That you shall submit certificate from LAO, Rohtak that the applied land is not acquired/under acquisition proceeding.
 2. That you shall submit an undertaking in compliance of clause 4.1 (vi) of policy dated 16.11.2021 that no claim against comparison of benefits accrued under the present TDR policy and the compensation/enhancement paid for the acquisition of balance land for any such project, for which applications under the TDR policy are not received in the prescribed time frame under prevailing policy/statutory framework, shall be made by the beneficiaries of this policy, at any time.

T.L. Satyaprakash
Director General,
Town & Country
Planning
Directorate of Town &
Country Planning,

Endst No. CTP/2849-2850/2023

1.STP, Rohtak.

2.DTP, Jhajjar.

Haryana

Dated. 01/02/2023

Director General,
Town & Country
Planning
Directorate of Town &
Country Planning,
Haryana

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Digitally signed by
SATYAPRAKASH
TIMMIAH
LAKSHMANA PPA
Date: 2023.02.01
13:04:16 +05:30
Reason: Digital Signature
Location: Haryana



Certificate No. JCK2023C14

JCK2023C14

Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 100214571

100214571

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: HI residency pvt ltd

H.No/Floor : B12

Sector/Ward : 3

LandMark : Dwarka

City/Village : Delhi

District : Delhi

State : Delhi

Phone : 95*****51

**Buyer / Second Party Detail**

Name : H I residency

H.No/Floor : X

Sector/Ward : 37

LandMark : X

City/Village : HI city

District : Jhajjar

State : Haryana

Phone : 95*****51

Purpose : MEMORANDUM OF UNDERSTANDING

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (the "MOU") is entered into 11th day of March 2023 at Bahadurgarh, Distt. Jhajjar (Hr.).

By and Between

HL RESIDENCY PVT. LTD, a Private Limited Company incorporated in India under the Companies Act, 1956, (CIN U45200DL2010PTC210343) (PAN AACCH5294A) having its Registered Office at B-12, Vishrantika Apartment, Plot No.- 5A, Sector-3, Dwarka, New Delhi - 110075, acting today through its Authorized Signatory Mr. Naveen Kumar vide resolution dated 10.03.2023 passed in the meeting of the Board of Directors of the Company (hereinafter referred to as the "**Transferor**", which term shall include its associates and/or subsidiaries and/or group companies)

AND

HL RESIDENCY (Proprietorship Firm) having its Office at Shop No. 08, Commercial Complex, HL City, Sector 37, Bahadurgarh, through Proprietor Mrs. Shailaja W/o Rakesh S/o Sunder Lal R/o H. No. 2 HL City, Sector 37 Bahadurgarh (hereinafter referred to as the "**Transferee**", which term shall

FOR HL RESIDENCY PVT. LTD.


Auth. Signatory



For HL RESIDENCY


Proprietor

include its associates and/or subsidiaries and/or group companies) also individually referred to as "Party", and collectively "the Parties."

WHEREAS the Parties desire to memorialize certain terms and conditions of their anticipated endeavour and **NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Purpose and Scope:** The Parties intend for this MOU to provide the foundation and structure of binding agreement related to transfer of TDR Certificate owned by Transferor/ H L RESIDENCY PVT. LTD to Transferee/ HL RESIDENCY (Proprietorship Firm) having its Office at Shop No. 08, Commercial Complex, HL City, Sector 37, Bahadurgarh, through Proprietor Mrs. Shailaja.
2. That Transferor/ H L RESIDENCY PVT. LTD is owner of TDR 24078.75 Sq. Mtrs vide Transferable Development Rights Certificate No.1-886 of 13/2023.
3. That Transferor/H L RESIDENCY PVT. LTD shall transfer 3893.00 Sq. Mtrs TDR area to Transferee/ HL RESIDENCY (Proprietorship Firm) having its Office at Shop No. 08, Commercial Complex, HL City, Sector 37, Bahadurgarh, through Proprietor Mrs. Shailaja, which shall be used in Affordable Group Housing Colony to be developed vide License No. 16 of 2023. Out of this 3893.00 Sq. Mtrs TDR 1570 Sq. Mtrs. Shall be used/added in residential component and 2323 Sq. Mtrs TDR shall be used/added to commercial component of License No. 16 of 2023.
4. That after transfer of 3893 Sq. Mtrs. Of TDR, available TDR to Transferor/H L RESIDENCY PVT. LTD. shall be 20185.75 Sq. Mtrs.
5. That out of available TDR of 20185.75 Sq. Mtrs. Transferor/H L RESIDENCY PVT. LTD. shall transfer 3310 Sq. Mtrs. Of TDR to Transferee/ HL RESIDENCY (Proprietorship Firm) having its Office at Shop No. 08, Commercial Complex, HL City, Sector 37, Bahadurgarh, through Proprietor Mrs. Shailaja, out of total 3310 Sq. Mtrs. Of TDR, 2760 Sq. Mtrs. Of TDR shall be used/added to Residential component and 550 Sq. Mtrs. TDR shall be used/added to Commercial component of License No. 18 of 2023.
6. That it is agreed by the parties that Transferee/ HL RESIDENCY (Proprietorship Firm) having its Office at Shop No. 08, Commercial Complex, HL City, Sector 37, Bahadurgarh, through Proprietor Mrs. Shailaja has applied for the approval of building plans in respect of Affordable Group Housing Colony to be developed vide License Number 16 of 2023 & License No. 18 of 2023 and due to some unavoidable constrains and due to overload of work at IGBC online process there might be some delay in getting final Certificate. In case Transferee/ HL RESIDENCY (Proprietorship Firm) is not entitled to meet up the requirements of the IGBC Code in that case Transferor/H L

FOR HL RESIDENCY PVT. LTD.

Auth. Signatory



For HL RESIDENCY

Shailaja

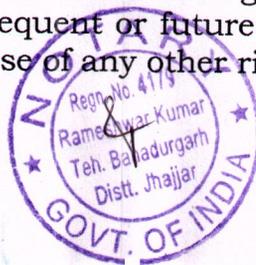
Proprietor

RESIDENCY PVT. LTD. shall further transfer TDR equal to deficit FAR and both Transferor & Transferee request Director, Town & Country Planning Haryana to approve the building plans in respect of abovementioned licenses.

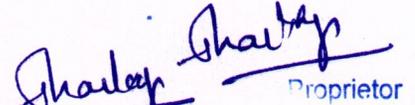
7. This MOU is intended to create rights, benefits, and/or trust responsibilities by or between the Parties.
8. Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
9. That the Transferee shall utilise the TDR admeasuring 3893.00 Sq. Mtrs TDR 1570 Sq. Mtrs. in residential component and 2323 Sq. Mtrs TDR in commercial component of License No. 16 of 2023 and out of 3310 Sq. Mtrs. Of TDR, 2760 Sq. Mtrs. Of TDR shall be used/added to Residential component and 550 Sq. Mtrs. TDR shall be used/added to Commercial component of License No. 18 of 2023.
10. That Transferee/ HL RESIDENCY (Proprietorship Firm) having its Office at Shop No. 08, Commercial Complex, HL City, Sector 37, Bahadurgarh, through Proprietor Mrs. Shailaja has paid an amount of Rs. 81,66,104/- towards the price of TDR admeasuring 3893.00 Sq. Mtrs and has also paid an amount of Rs. 69,43,181/- towards the price of TDR admeasuring 3310.00 Sq. Mtrs. This amount has been paid vide account payee cheques No. 282049 & 282050 dtd.10.03.2023.
11. **Indemnity:** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination.
12. **Severability:** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
13. **Waiver:** The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

FOR HL RESIDENCY PVT. LTD.


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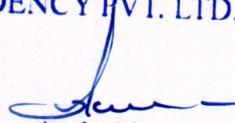


For HL RESIDENCY


Proprietor

14. **Legal and Binding Agreement:** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.
15. **Governing Law and Jurisdiction:** The Parties agree that this Agreement shall be governed by the laws of India in the courts of Bahadurgarh.
16. **Stamp duty, Registration charges and Other Taxes:** The Stamp Duty, Registration Charges, Goods and Services Tax (GST) as may be applicable, in respect of this document shall be borne and paid by the Transferee alone.
17. **Entire Agreement:** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

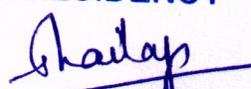
SIGNED AND DELIVERED by the
Within named TRANSFEROR
HL RESIDENCY PVT. LTD
FOR HL RESIDENCY PVT. LTD.


Auth. Signatory

SIGNED AND DELIVERED by the
Within named TRANSFEREE
HL RESIDENCY (Proprietorship Firm)

Proprietor

For HL RESIDENCY


Proprietor



ATTESTED
8/11/2023
Rameshwar Kumar
M.A.L.L.B. (Advocate)
NOTARY PUBLIC
Bahadurgarh (Jhajjar)