Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date: 05/06/2024

Certificate No.

G0E2024F3160

GRN No.

117418105

Stamp Duty Paid : ₹ 101

Penalty:

₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name:

Sungold heights And developers Llp

Signature Global India limited

609a H.No/Floor:

Sector/Ward: Na

District: New delhi

LandMark : Block e international trade tower

City/Village: Nehru place

State:

Delhi

Phone:

Name:

98*****58

Buyer / Second Party Detail

Sector/Ward: Na

LandMark: Dr gopal das bhawan

City/Village:

Barakhamba

District: New delhi

State:

Delhi

Phone:

H.No/Floor: 13/f

92*****91

Purpose:

TARTIMA

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

ADDENDUM TO THE COLLABORATION AGREEMENT

This ADDENDUM AGREEMENT TO THE COLLABORATION AGREEMENT dated 25/03/2022 (hereinafter "Addendum Agreement") is made and executed at Gurugram on this 05th day of June 2024 ("Execution Date")

BY AND BETWEEN

M/s Sungold Heights And Developers LLP, a LLP incorporated under the Limited Liability Partnership Act, 2008, having LLPIN AAH-2448 and PAN ADPFS4275H and its registered office situated at 609A 6th Floor Block E International Trade Tower, Nehru Place, South Delhi, New Delhi, Delhi, India, 110019, through its authorized signatory, Mr. Jiten Masand S/o Sh. Prem Chand Masand, (Aadhar No. 6771 9608 4657 & PAN AHJPM7839D)authorised vide resolution dated 05-06-2024 (hereinafter referred to as the "Owner", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its partners and respective representatives, administrators, administrators, legal heirs, executors, liquidator, successors and permitted assigns) of the FIRST PART.

For Sungold Heights and Developers LLP

AND

For SignatureGlobal (India) Limited

Authorized Signatory

Page 1 of 14

डीड सबंधी विवरण

डीड का नाम

TARTIMA

तहसील/सब-तहसील Manesar

गांव/शहर

सिधरावली

धन सबंधी विवरण

राशि 10 रुपये

स्टाम्प इय्टी की राशि 3 रुपये

स्टाम्प नं : G0E2024F3160

स्टाम्प की राशि 101 रुपये

रजिस्ट्रेशन फीस की राशि 100

EChallan:117420883

पेस्टिंग शुलक 3 रुपये

रुपये

Drafted By: SURENDER YADAV ADV

Service Charge: 200

यह प्रलेख आज दिनाक 05-06-2024 दिन बुधवार समय 3:54:00 PM बजे श्री/श्रीमती /कुमारी

SUNGOLD HEIGHTS AND DEVELOPERS LLPthru JITEN MASANDOTHER विवास NEW DELHI द्वारा पंजीकरण हेत् प्रस्त्त किया गया |

हस्ताक्षर प्रस्तृतकर्ता

SUNGOLD HEIGHTS AND DEVELOPERS LLP

HE SEAL OF

उप/सयुंक्त पंजीयन अधिकारी (Manesar)

Manesar (Gurgaon)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS SIGNATUREGLOBAL INDIA LIMITED thru DHANANJAY SHUKLAOTHER हाजिर है | प्रतृत प्रलेख के तथ्यों को दोनों पक्षां

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारी SURENDER YADAV ADV पिता . निवासी GGM व श्री/श्रीमती /क्मारी SANDEEP पिता KUDE RAM

निवासी RAMPURA MANESAR ने की |

साक्षी नं:1 को हमें नम्बरदार /अधिवक्ता के रूप मे जानते है तथा वह साक्षी नं:2 की पहचान करता है |

(D)

उप/सयंक्त पंजीयन अधिकारी(Manesar) Sub Registrar

Manesar (Gurgaon)

M/s Signature Global(India) Limited, a company incorporated under the Companies Act, 2013, having CIN L70100DL2000PLC104787 and PAN AACCR3807M and having its registered office at 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road,New Delhi 110001, through its authorized signatory, Shri Dhananjay Shukla S/o Sh. Guptashwar Shukla (Aadhar no. 9937 7354 3638) authorized vide board resolution dated28/05/2024, (hereinafter referred to as the "Developer", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its directors and respective representatives, administrators, administrators, legal heirs, executors, liquidator, successors and permitted assigns) of the SECOND PART;

The Owner and the Developer are hereinafter collectively referred to as the "Parties" and, individually, as a "Party".

The Recitals hereunder forms an integral part of this Addendum Agreement.

WHEREAS:

- A. The Parties had entered into a Collaboration Agreement dated 25/03/2022, duly registered as document no. 12489 (referred to as the "Principal Agreement"), for the development of the Project (as defined in the Principal Agreement).
- B. The Parties have agreed to amend the terms of the Principal Agreement as per the terms and conditions of this Addendum Agreement to reduce the Said Land defined in Principle Agreement from 141.91425 acres to 139.95 acres situated in Village Sidhrawali, Tehsil Manesar, District Gurugram, Haryana due to following changes in the land holding owned by owner in revenue record, which are mentioned in the land schedule attached ("Schedule-1"):
 - a) In Khewat no. 104, 264 and 266 Sale Deed no. was inadvertently mentioned as 2918, however correct Sale Deed No. is 1829 which has now been corrected and recorded.
 - b) In view of intkaal no 3843 dated 23/07/2021, Area of Killa no 79//7/1 was inadvertently mentioned as (7K-8M), however correct area as per revenue record is (6K-8K) which has now been corrected and recorded as Killa no 79//7/1 (6-8) and the total area of khewat no 484 coming into the share of owner was 1.706 acres which was inadvertently mentioned as 1.708 acres which has now been corrected.
 - c) In view of exchange proceeding among the co sharers vide intkal no 4029 dated 15/04/2024, the land area now coming into the share of owner is 98//7/2 (0-10) in place of 98//7 (8-16) further, Killa no 98//6 (7-12) and 98//15 (6-2) no more remains in the ownership of owner as per revenue record hence same has been removed from land schedule.
 - d) In view of Taksim vide intkaal no 3918 dated 22/11/2022, the area coming into the share of owner are; 65//21/2 (7-19) in place of 65//21 (8-0), 78//4/1 (7-0) in place of 78//4 (8-0), 78//7/2 (2-0) in place of 78//7 (8-0), 78//14/11 (2-3) in place of 78//14/1 (7-13), further killa no 78//5/2/1 (6-1), 78//6/1 (4-16) and 78//15/1 (0-16) no more remains in the ownership of owner as per revenue record hence the same has been removed from land schedule.
 - e) In view of Taksim vide intkaal no 4002 dated 05/10/2023, the area coming into the share of owner are; 77//2/1 (7-6) in place of 77//2 (8-0) and 77//9/2 (3-18) in place of 77//9 (8-0) hence same has been corrected in the appended land schedule.

For Sungold Heights and Developers LLP

Hauth. Signatory

For SignatureGlobal (India) Limited

Authorized Signatory

Page 2 of 14

Reg. No.

Reg. Year

Book No.

2587

2024-2025

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पेशकर्ता

दावेदार

गवाह

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- thru JITEN MASANDOTHER SUNGOLD HEIGHTS AND DEVELOPERS

LLP file

दावेदार :- thru DHANANJAY SHUKLAOTHERMS SIGNATUREGLOBAL INDIA

LIMITED.

गवाह 1 :- SURENDER YADAY ADV

गवाह 2 :- SANDEEP

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2587 आज दिनांक 05-06-2024 को बही नं 1 जिल्द नं 369 के पृष्ठ नं 134.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2988 के पृष्ठ संख्या 65 से 67 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है |

दिनांक 05-06-2024

Paran

उप/सयुंक्त पंजीयन अधिकारी Manesar

Sub Registrar Manesar (Gurgaon)

- f) In view of exchange vide intkaal no 4031 dated 15/04/2024, the area coming into the share of owner is 76//8/3/2 (0-13) in place of 76//8/3 (1-12) hence same has been corrected in the appended land schedule.
- g) Killa no 92//3/2 (2-0) and 92//3/3 (0-12) were inadvertently left to be mentioned in the land schedule of the principal agreement, although the land coming under the given killanos was already owned by the owner, which has now been corrected.
- h) In view of exchange vide intkaal no 4031 dated 15/04/2024, the area coming into the share of owner are; 76//8/1/1 (2-5) in place of 76//8/1 (3-4) and 76//9/1/2 (0-4) in place of 76//9/1 (1-12). Hence the same has been corrected accordingly in the land schedule.
- C., The Parties agree that the provisions of the Addendum Agreement shall be effective from the Execution Date.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Addendum Agreement and other good and valuable consideration, the Parties with the intent to be legally bound hereby agree as follows:

1. AMENDMENT TO THE PRINCIPAL AGREEMENT AND APPLICATION BY REFERENCE

1. Recital defining "Said Land" shall stand deleted in its entirety and be replaced with the following:

"AND WHEREAS the Owner is the absolute and lawfully recorded owner and in physical possession of the Land admeasuring 139,95 acres as per details provided in Schedule-I situated in Village Sidhrawali, Tehsil Manesar, District Gurugram, Haryana ("Said Land")".

2. Clause 1 shall stand deleted in its entirety and be replaced with the following:

"That the subject matter of this Collaboration Agreement between the Owner and the Developer is the land admeasuring 139.95 acres as per details provided in Schedule-I situated in Village Sidhrawali, Tehsil Manesar, District Gurugram, Haryana("Said Land") to the present Agreement for utilizing the same for Development, construction, execution, marketing and completion of the said Project after obtaining applicable permissions/ License / CLU etc. required from the Competent Authority and getting the plans sanctioned/ approved from the concerned authorities. The Developer shall be responsible for incurring all cost (brokerages and commission etc.) for obtaining necessary permissions / approvals."

3. Clause 17 shall stand deleted in its entirety and be replaced with the following:

"Simultaneously, on signing of this Collaboration Agreement, the Owner have handed over the actual vacant physical possession of the said Land to the Developer for purposes of developing, construction and marketing the said Project agreed to be developed under these presents and to enable the Developer to discharge its part of obligations. The Developer shall not launch the Project without registering the Project under RERA and other applicable laws. It is clarified that on execution of this Agreement, and subject to above the Developer shall be entitled to enter upon the said Land, survey the same and carryout the work of development, construction and completion of the said Project on the said land and put up its hoarding / sign boards at site to show its presence / interest in the said Land with the legend that the Project to be constructed, For SignatureGlobal (India) Limited

Page 3 of 14

For Sungold Heights and Developers LLP



wherein the public is free to book the areas / spaces in conformity with the plans sanctioned by the Competent Authority and to have site office thereon. The handing over of the possession by the owner to the developer is irrevocable and the possession of the said land once delivered/handed over to the developer for the purpose of the aforementioned project shall not be disturbed or interfered with by the Owner or his/their representative with the exception that the Owner shall give one year written notice in advance to the Developer on non-fulfilment of the terms of the Agreement by the Developers. Notwithstanding anything contained in this Agreement, the possession of the Said Land will be restored to the Owner if the Developer fails to obtain the eligibility confirmation / LC III from DTCP ("Eligibility Letter") by June 30, 2026 or such extended period as mutually agreed upon between the parties. To brief, the possession of the Said Land will remain with the Developer till the termination of this Agreement.

That this Agreement comprises the right of the Developer to build upon the Said Project in accordance with the terms of this Agreement and to sell, book, dispose-off the built up/ un-built areas of the said project and to retain the sales proceeds as per its share for its use and benefit, also the right to use the common area and common facilities at the will of and at the sole discretion as may be decided by the developer, from time to time, subject to the fulfillment of the obligation by the Developer to share the revenue with the Owner, ("Owner's Entitlement") to be generated from the sale of the units in the proposed said project."

4. After Clause 19, following clause shall be inserted as a new clause 19A:

"As mentioned in clause 1 of this Addendum Agreement, due to reduction in the area of the Said land, the Non-Refundable Security Deposit as mentioned above in clause 19 paid by the Developer to the Owner shall be read as Rs. 34,98,75,000/- (Rupees Thirty Four Crores Ninety Eight Lacs Seventy Five Thousand Only) net of applicable TDS, and the excess amount of Non-Refundable Security Deposit paid, amounting to Rs. 49,10,625/- (Rupees Forty Nine Lacs Ten Thousand and Six Hundred and Twenty Five Only), subject to TDS deduction, as per applicable law, shall be either refunded by the Owner within 60 days of execution of this addendum agreement or adjusted by the Owner in new Collaboration Agreement being executed between the parties."

5. Clause 20 shall stand deleted in its entirety and be replaced with the following:

"Notwithstanding anything contained in this agreement and in supersession of any conflicting provision of this Agreement, in the event of failure of Developer getting any such Eligibility Letter/LOI or Commercial License by June 30, 2026 or such extended period as mutually agreed upon between the parties, the agreement shall stand terminated and all rights and entitlements of the said Land will be restored to the Owner. Upon termination of this Agreement as mentioned herein, the Parties will be discharged from their respective obligations as mentioned herein. Upon termination of this Agreement as mentioned herein, the Parties will be discharged from their respective obligations as mentioned herein, or as may be mutually decided by the parties.

If the Developer is able to procure the Eligibility Letter/LOI for proposed Real Estate Project by June 30, 2026 then the Developer will have an option to purchase the said Land from the Owner. If the developer exercises such option, then the owner shall promptly sell all or such portion of the said land for which the eligibility letter/LOI has been obtained. For such purchase of all or part of the Said Land, the Developer shall pay to the Owner such price as mutually agreed between the Parties and the Owner (which shall not be less than the minimum price applicable as per law) and the Developer shall execute all documents, deeds, writings to acquire such portion of the said Land from the Owner.

For Sungold Heights and Developers LLI

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For SignatureGlobal (India) Limited



Notwithstanding the above, in the event the Developer has obtained the Eligibility Letter/LOI or Commercial License from DTCP, Haryana in relation to the said Land, then the Developer shall not be entitled to terminate this Agreement without purchasing all or such portion of the said Land for which the Eligibility Letter/LOI has been obtained and payment of the consideration for the same as provided herein.

Except in the event of failure on part of the Developer to develop the Project as per the terms and conditions of this agreement, the owner shall not have a right to terminate the Agreement.

In case the developer procures the License on the said land, then after 180 days from the date of receipt of license, the amount of non-refundable security deposit paid by the developer to the owner shall be considered as a part of revenue share, over and above the Owner's Allocation."

2. GENERAL

- 2.1 Capitalized terms used and not otherwise defined in this Addendum Agreement, unless the context, expressly or by necessary implication, requires otherwise, shall have the meanings set forth in the Principal Agreement.
- 2.2 Save and except the changes and modifications contained herein, all other clauses, terms and conditions of the Principal Agreement shall remain unchanged, valid and continue to be binding on the Parties and nothing contained herein shall change or alter in any manner whatsoever the validity, enforceability and interpretation of the Principal Agreement and the rights and obligations of the respective Parties shall be governed by the Principal Agreement and this Addendum Agreement read together. In case of any conflict between the terms of the Principal Agreement and the terms of the Addendum Agreement, the terms of the Addendum Agreement shall prevail in relation to the matters set out herein.

3. ENTIRE AGREEMENT

3.1 The Principal Agreement, read together with the Addendum Agreement, contains the entire agreement of the Parties hereto with respect to the transactions envisaged under the Principal Agreement, and this Addendum Agreement and the inter se rights and obligations of the Parties.

For SignatureGlobal (India) Limited

For Sungold Heights and Developers LLP

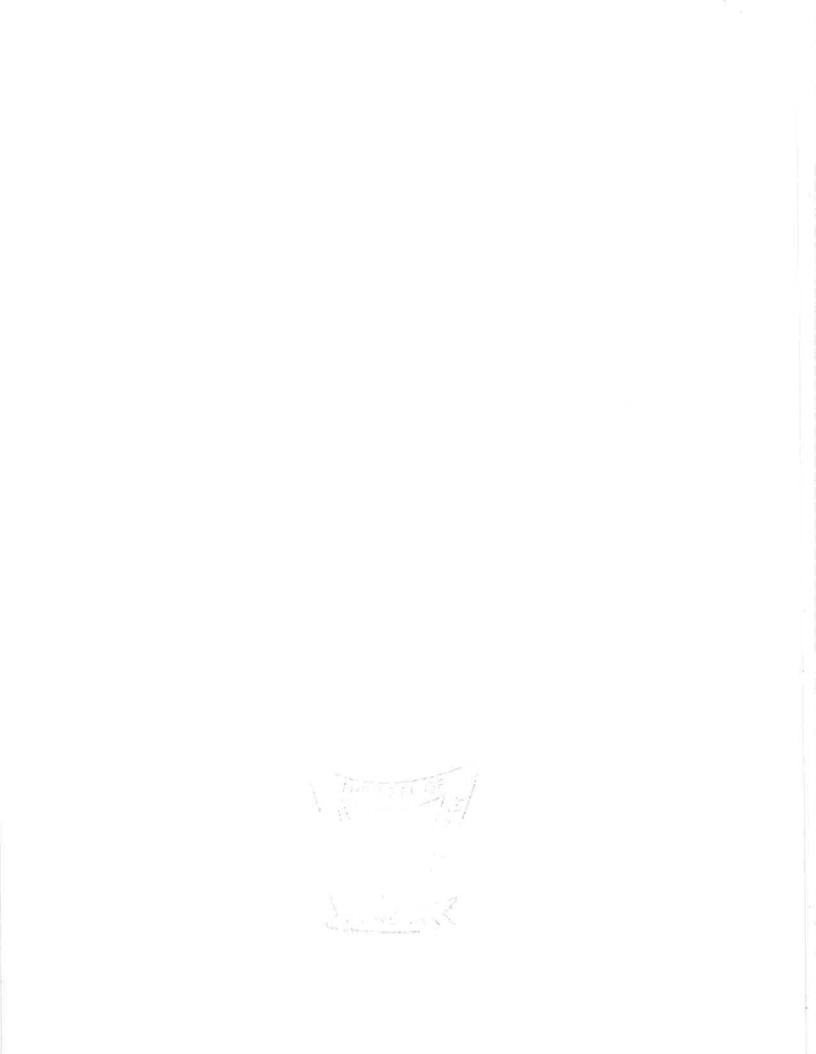
Auth. Signatory



IN THE WITNESSES WHEREOF, THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THESE PRESENT ON THE DAY, MONTH AND YEAR WRITTEN BELOW IN THE PRESENCE OF THE FOLLOWING WITNESSES.

Signed & Delivered by the within named OWNER:

For M/s Sungold Heights And Developers LLP	
For Sungold Heights and Developers LLP Mr. Jiten Masand Auth. Signatory Authorised signatory	
Signed & Delivered by the within named DEVE	LOBER.
Signed & Delivered by the within named DEVE For SIGNATUREGLOBAL (INDIA)LIMITED	LOPER:
For SignatureGlobal (India) Limited Authorized Signatory	As per Instruction Given By Anth Parties SUREMPER (ADVOCATE)
Shri Dhananjay Shukla	Dist: & Session Court. Gurughan (17)
Authorised Signatory	District
Witnesses:	
Signature: Name:: SURENDER S/o: Advocate R/o: Identify as portd. Disit & Sussem Court.	Signature: Name:: Sandeeb Sp. St. KR. Y AO Av S/o: R/o: Ro Ramburg, Gurugsam.



Schedule 1

Details of the Said Land admeasuring 139.95 acres situated in Village Sidhrawali, Tehsil Manesar, Gurugram.

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Page 7 of 14

For SignatureGlobal (India) Limited

For Sungold Heights and Developers LLP



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For Sungold Heights and Developers LLP

Auth. Signatory

For SignatureGlobal (India) Limited

Page 8 of 14 Authorized Signatory



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Jila-Auth. Signatory For SignatureGlobal (India) Limited

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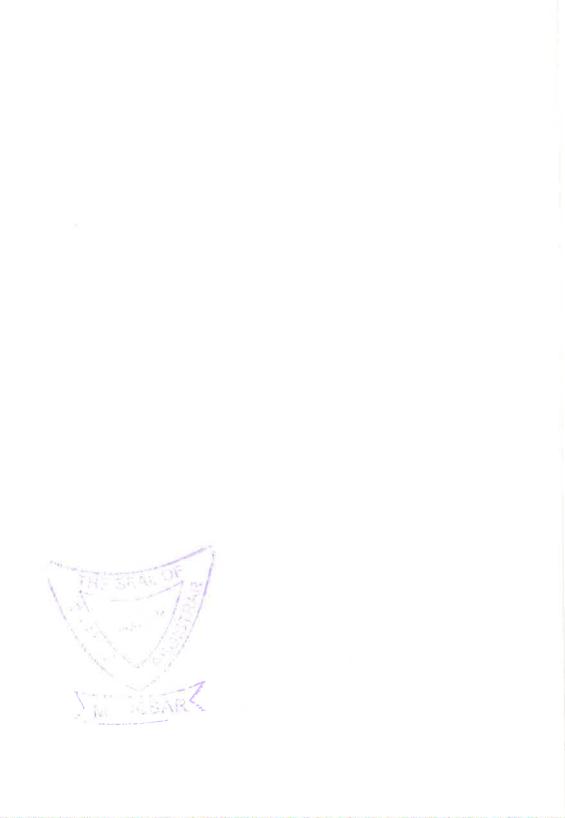


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For Sungold Heights and Developers LLP

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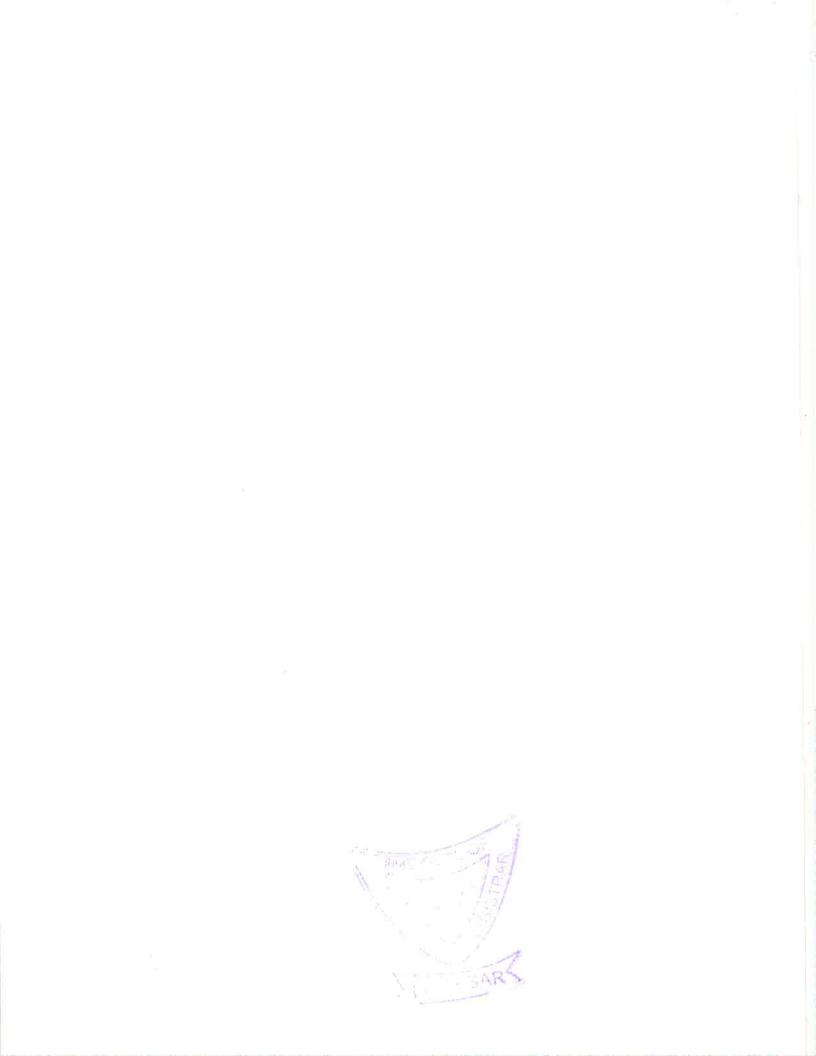
For SignatureGlobal (India) Limited



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								25	8	0		
								76//21/ 1	2	4		
								92//3/2	2	0		
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99-	Full	73	5	0	12.46 25	658	689	77//23	8	0	2686=30/ 7/2021	3859=31/8 /2021
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117-	Full	26	0	0	14.72	527	553	90//8	8	0	2687=30/ 7/2021	3860=31/8 /2021
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40-	Full	19	14	0	5.1	344	358	74//15/ 3/2/2	0	16	2689=30/ 7/2021	3862=31/ /2021
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	8.							75//11/ 2/2	7	9		

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For Sungold Heights and Developers LLP

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				To		19-12 (13	39.95	5	
					2	icres)			

Signed & Delivered by the within named OWNER: For M/sSungold Heights And Developers LLP For Sungold Heights and Developers LLP Mr. Jiten Masanduth. Signatory Authorised signatory

Signed & Delivered by the within named DEVELOPER:

For SIGNATUREGLOBAL (INDIA)LIMITED For SignatureGlobal (India) Limited

Authorized Signatory

Shri Dhananjay Shukla **Authorised Signatory**

As per instruction Given: SUPERIOR LUDYOCATES

Witnesses: Signature: _ Signature: Name: Sander R/o: Ramp was Guruggam

