



Certificate No. G0E2024F2417

GRN No. 117409751



Stamp Duty Paid : ₹ 641000

(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Sungold Heights and developers Llp

H.No/Floor : 609a/6f

Sector/Ward : Nil

LandMark : Block e international trade tower

City/Village : Nehru place

District : New delhi

State : Delhi

Phone : 92\*\*\*\*\*91


**Buyer / Second Party Detail**

Name : Signatureglobal India Limited

H.No/Floor : 13/f

Sector/Ward : Na

LandMark : Dr gopal das bhawan

City/Village : Barakhamba

District : New delhi

State : Delhi

Phone : 92\*\*\*\*\*91

Purpose : COLLABORATION AGREEMENT

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

|                          |   |                         |
|--------------------------|---|-------------------------|
| Type of Deed             | : | Collaboration Agreement |
| Stamp Duty               | : | Rs. 6,41,000/-          |
| E-Stamp No. and Date     | : | G0E2024F2417/05-06-2024 |
| Registration Fee GRN No. | : | 11743230/05-06-2024     |
| Stamp Duty issued by     | : | Online                  |
| Name of Village          | : | Sidhrawali              |

**COLLABORATION AGREEMENT**

This **COLLABORATION AGREEMENT** (hereinafter "**Agreement**") is made and executed at Gurugram on this 05<sup>th</sup> day of June, 2024,

**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, New Delhi-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

Page 1 of 17

For SignatureGlobal (India) Limited

  
Auth. Signatory


  
Authorized Signatory

## डीड संबंधी विवरण

डीड का नाम COLLABORATION  
AGREEMENT

तहसील/सब-तहसील Manesar

गांव/शहर सिधरावली

## धन संबंधी विवरण

राशि 1136137 रुपये

स्टाम्प ड्यूटी की राशि 22722.740234375 रुपये

स्टाम्प नं : G0E2024F2417

स्टाम्प की राशि 641000 रुपये

रजिस्ट्रेशन फीस की राशि 10000  
रुपये

EChallan:117413230

पेस्टिंग शुल्क 0 रुपये

Drafted By: SURENDER YADAV ADV

Service Charge:0

यह प्रलेख आज दिनांक 05-06-2024 दिन बुधवार समय 4:03:00 PM बजे श्री/श्रीमती /कुमारी

SUNGOLD HEIGHTS AND DEVELOPERS LLP thru JITEN MASAND OTHER निवास NEW DELHI द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/संयुक्त पंजीयन अधिकारी (Manesar)

Sub Registrar  
Manesar (Gurgaon)

*Jiten*

हस्ताक्षर प्रस्तुतकर्ता

SUNGOLD HEIGHTS AND DEVELOPERS LLP

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS SIGNATUREGLOBAL INDIA LIMITED thru DHANANJAY

SHUKLA OTHER हाजिर है। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SURENDER YADAV ADV पिता . निवासी

GGM व श्री/श्रीमती /कुमारी SANDEEP पिता KUDE RAM

निवासी RAMPURA MANESAR ने की।

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।

उप/संयुक्त पंजीयन अधिकारी (Manesar)

Sub Registrar  
Manesar (Gurgaon)

AND

**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 13<sup>th</sup> 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 dated 28/05/2024, (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 Schedule to the present Agreement and the **Recitals** here-in-under are an integral part of this Agreement.

**AND WHEREAS** the Owner is the absolute and lawfully recorded owner and in physical possession of the Land admeasuring **3.6680** acres as per details provided in **Schedule-I** situated in Village Sidhrawali, Tehsil Manesar, District Gurugram, Haryana (**"Said Land"**).

**AND WHEREAS** the Developer along with its associate companies contemplate to develop the said land by developing a Real Estate Project such as Residential Plotted Colony/ Commercial/Industrial Plotted Colony etc. Project (hereinafter **"Project"**) thereon after obtaining the requisite license from the concerned authorities and getting the plans sanctioned/approved from the competent authority.

**AND WHEREAS** the Owner is not fully equipped to execute and complete the work of development and construction of the proposed Real Estate Project and has approached the Developer who represents that it is engaged in the development and construction of various types of Real Estate Projects and is well experienced in the line of business and as such the Owner wishes to Collaborate with the Developer for the execution and completion of proposed Real Estate Project on the said land in terms of the license and approvals that may be granted.

**AND WHEREAS** the Owner assures and declares that it is the legal and absolute Owner of the said Land and have full rights to enter into this Collaboration Agreement with the Developer and further assures and declares that there is no dispute of any nature whatsoever such as family/group dispute, litigation, charge, mortgage or any kinds of third party's interest of any nature whatsoever, disputes, notifications etc. except as disclosed in present deed if any, and the Developer has independently verified and satisfied itself with the ownership rights of the Owner in the Said Land, based upon documents as provided by the owner.

**AND WHEREAS** the parties, relying upon the aforesaid representations, assurances and declarations given by one to the other, the Developer has agreed to undertake the development, execution, marketing and completion of the said Project as may be licensed by the competent authority on the said land on the terms and conditions hereinafter appearing here-in-under.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND**

For Sungold Heights and Developers LLP

  
Auth. Signatory

Page 2 of 17

For Signature Global (India) Limited

  
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पेशकर्ता



दावेदार



गवाह

उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru JITEN MASANDOTHER SUNGOLD HEIGHTS AND DEVELOPERS  
LLP Jiten

दावेदार :- thru DHANANJAY SHUKLAOTHERMS SIGNATUREGLOBAL INDIA  
LIMITED Alank

गवाह 1 :- SURENDER YADAV ADV [Signature]

गवाह 2 :- SANDEEP [Signature]

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2588 आज दिनांक 05-06-2024 को बही नं 1 जिल्द नं 369 के पृष्ठ नं 135 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2988 के पृष्ठ संख्या 68 से 70 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 05-06-2024



[Signature]  
उप/सयुक्त पंजीयन अधिकारी Manesar  
Sub Registrar  
Manesar (Gurgaon)

**VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS ACKNOWLEDGED BY THE PARTIES, THIS AGREEMENT WITNESSETH AND PARTIES HEREBY AGREE AS UNDER:-**

1. That the subject matter of this Collaboration Agreement between the Owner and the Developer is the land admeasuring **3.6680 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.
2. That it is acknowledged and confirmed by the parties that the present Agreement is for development/completion of the said land into a Real Estate Project (Residential Plotted Colony/ Commercial/Industrial Plotted Colony) and does not constitute sale of said land and hence the Owner shall continue to be the Owner of the said land.
3. That the Owner further declares that notification u/s 4 or 6 of Land Acquisition Act has not been issued/published by the Government land acquisition Department in respect of the said Land.
4. That the Owner have declared and represented to the Developer that there are no disputes or any other encumbrance of any kind of whatsoever relating to the said land and the said Land is free from all kinds of encumbrances, mortgage, charges, gifts, liens, hypothecation, attachments, liabilities, tenancy, un-authorized occupation, claim and litigations and acquisition, except mortgage/ charge/ encumbrance as disclosed in present deed if any and the Owner shall keep the title of the said land absolutely free and saleable till the duration and full implementation of this Agreement in all respects and the Developer has entered into this Agreement relying/action upon these declaration and representation/undertaking of the Owner.
5. That in case said land or any part thereof comprised in and subject matter of this Agreement declared belonging to the Owner, is lost on account of any defect in the Owner's title or any litigation started by any one claiming through the Owner or previous owner of said land or any one claiming title paramount to the Owner or on account of any cause or causes whatsoever including relating to any outstanding (s) claim (s) taxes (s) etc. on the Owner, the Owner shall be liable for the actual damages, losses, costs and expenses sustained by the Developer and / or intending buyers of whole or part of the built / un-built areas of the Project, the Owner expressly agrees to keep the Developer and the intending buyers of whole or part of the Project of the built/un-built areas harmless and indemnified against all actual claims and demands for all kinds of actual damages, losses, cost and expenses which the Developer or the intending buyer may sustain or incur by any reason of or any case or cases whatsoever. If due to any Force Majeure condition e.g. if Govt. acquires, without any fault of the Owner, then the Owner cannot be penalized for the same.
6. That if, Owner's title or rights of possession are challenged in any court/authority/forum etc, thereby any claim, demand, tax litigation or any other court/authority/forum etc final order of any nature whatsoever, as stated in preceding clause, then it is a condition of this Agreement that the work of development and / or any other matter incidental to this Agreement shall not, at any time or after the commencement or on handing over possession

  
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to the intending purchaser, be stopped/prevented obstructed or delayed in any manner whatsoever. It is agreed that such final decree if any shall only be met and satisfied out of first from the unpaid revenue share of Owner and or proceeds thereof.

7. That at the desire of the Developer, the Owner shall execute General Power of Attorney (GPA) and/or Special Power of Attorney and/or any other document or papers in favour of the Developer or it's nominee to enable the Developer including for the development, execution, marketing and completion of said Project but not limited to apply for all regulatory approvals, licenses, sanctions and no objections for development of the said land is required and to raise constructions thereon as agreed hereto. However, in the event, any other/further document in respect of said land is required, the Owner shall have to sign the same to enable the Developer to obtain the necessary license/ permission and complete the development of the said Project on the said land based on mutual discussion. If, at any stage, any previous Agreement/ collaboration/ development Agreement executed by the Owner with any third party or any advance taken by the Owner in relation to the said land or any part thereof is noticed or comes into the knowledge and the project is delayed, then the time agreed, if any for development shall be deemed as extended and it shall be sole obligation of the Owner to settle all such actual claim/ claims at its own cost and the Owner do hereby keep the Developer indemnified against all such actual claims. However, such extension shall be on mutually agreed basis and in case the Developer is unable to complete the project within the reasonable stipulated time agreed upon, the Owner shall have the right to terminate the Agreement with atleast one year written notice in advance. The Developer, based upon documents as provided by the owner, had carried out its due diligence, with respect to the ownership of the land which is subject matter of development and is satisfied with the title documents as provided by the owner, being inspected by the Developer. Further, Owner shall indemnify the Developer and / or intending buyers as the case may be, from all actual damages, losses, costs and expenses sustained due to any defect in title of the said land.
8. That the Owner further undertake that it shall not deal with the said land in any manner whatsoever and shall henceforth keep the said land free from any charge, lien, litigation, claim etc. except as disclosed in present deed if any and shall not create any kinds of whatsoever any obstruction or impediment in the development, execution, marketing and completion of said Project.
9. That the Developer, relying upon the aforesaid representations, assurances declaration and undertakings given by the Owner, undertakes for development, execution, marketing and completion of said Land in a Real Estate Project, at its own cost and expenses including the expenses incurred for procuring/obtaining the requisite Permissions/ Licenses/ CLU, sanctions and approvals from all Competent Authorities and thereafter to construct on the said Land, after getting the plans sanctioned/approval from the concerned authorities. The Owner agree in accordance with the terms and conditions herein recorded to place at the complete disposal of the Developer, the said Land, and to vest in the Developer all discretion of the Developer for obtaining the requisite Permissions/ License/ CLU sanctions and approvals for development, construction and completion of the proposed said Project on the said Land.
10. That the building plans/layout/sanction plan for the said Project shall be in accordance and conformity with the Zonal Plan and the rules and by-laws of the Director, Town & Country Planning, Haryana, Haryana Urban Development Authority and/or such other Authority as



may be prescribed thereof pertaining to the said Land as may be enforced in the area. Any deviation from the sanctioned plan resulting in any prosecution, fine and/or penalty shall solely be to the account of Developer, and the Developer further undertakes to indemnify the Owner from any liability arising from any account for the same.

11. That the Developer shall proceed to have suitable design, model and/ or plans prepared for said Project and get them approved/ sanctioned from the Competent Authorities. For this purpose, the Developer undertakes to engage and employ Architect or Architects at its own cost and expenses. The Developer shall, for and on behalf of the Owner, apply to the Director, Town & Country Planning, Haryana, Haryana Urban Development Authority and/ or such other Authorities as may be concerned in the matter for obtaining the requisite Permissions/ Licenses/ CLU, sanctions and approvals for the development and construction on the said Land, the proposed said Project in accordance with the applicable Zonal Plans. However, the Developer shall be entitled to make or agree to such variations in the design of the plans as may be required or considered by the Developer desirable or necessary, but subject to approval of the statutory authorities. The Developer shall be solely responsible for any illegal / unauthorized construction beyond sanctioned plans, and shall bear any penalty/damages as may be imposed in this regard.
12. That the entire amount required for the cost of construction of the said Project including the charges and fees of the Architect (s), preparation of plans as also all other statutory fees and charges incidentals thereto shall be wholly to the account of the Developer.
13. The Statutory Payments payable to the Government on account of External Development Charges (EDC) and Infrastructure Development Charges (IDC) shall be borne by the Developer and Owner in proportion of their share in the Agreement and it shall be the responsibility of the Developer to collect and deposit the same to the Authority concerned.
14. That the Owner covenants with the Developer that Owner shall supply and provide all documentary evidence as may be required to be submitted to the Director, Town & Country Planning, Haryana, Haryana Urban Development Authority and / or any other Authorities concerned with the matter and further that the Owner shall also sign and execute all such other documents, letters etc. as may be necessary for development, construction and completion of the said Project and for giving effect to the terms of this Agreement.
15. That the Developer shall be entitled to obtain finance for the purpose of carrying out development of the said Land and create mortgage/ charge on the receivables of the Developer's right/ entitlement for the said purpose. The Owners shall provide all necessary assistance and execute necessary documents, if any, required for the said purpose.
16. That the Owner shall render to the Developer all assistance necessary and undertakes to sign all applications, representations, petitions, indemnities, affidavits, plans and all such other documents including Power of Attorney(s), as the Developer may require in its name for development, execution, marketing, completion of said Project and for the purpose of submitting applications to the various authorities for requisition of License / CLU, permissions, approvals, sanctions and all other matters required statutorily to be done and performed in connection with the commencement and completion of the said Project on the said Land and for the sale of the said Project building and for all purposes mentioned in the draft of Power of Attorneys approved by parties hereto subject to duration and full implementation of this Agreement in all respects. However, the documents which the



Developer requires the Owner to sign shall be subject to approval by the Owner if the same are not in ordinary course of business.

17. That the Owner shall assist the Developer to defend and otherwise respond to any proceeding(s) that may be initiated by any person(s) in regard to any portion of the said Land which may be instituted at any time hereafter before any Court or other authority and all costs, expenses etc in regard thereto shall be borne by the Owner if such proceeding pertains to or have any effect on the defect in Ownership or title of the Said Land.
18. 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, 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.

19. **REVENUE SHARE:** In consideration of the grant/transfer of the Development Rights by the Owners to the Developer, and the Developer undertaking the Project under the terms of this Agreement, it has been agreed between the Owners and the Developer to share the Gross Sales Revenue, which is sales revenue generated from the sale/allotment/lease or any other nature of the entire Saleable Area of the Project(Net of Brokerage), in the manner provided below:

For Sungold Heights and Developers LLP

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For Signature Global (India) Limited

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|                        |                                                                                                                                                                                                  |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| OWNER'S ALLOCATION     | 60% in the Gross Sales Revenue(Net of Brokerage) (" <b>Owners' Entitlement</b> ") generated from the sale / allotment / lease or any other nature of the entire Saleable Area at the Project and |
| DEVELOPER'S ALLOCATION | 40% in the Gross Sales Revenue(Net of Brokerage) (" <b>Developer's Entitlement</b> ") generated from the sale / allotment / lease of the entire Saleable Area at the Project                     |

If Commercial Component or Group Housing Component, is forming part of residential plotted colony/industrial plotted colony being constructed by developer in that event, built up area of total FAR shall be divided between the parties as may be mutually decided.

It is agreed between the parties that once the project is launched the Owner's entitlement shall be transferred to the owner quarterly based on actual receipt of the sale value of the project or in such manner as may be mutually decided.

## 20. PAYMENT OF CONSIDERATION:

19.1 The Developer is also making payment of Non-Refundable Security Deposit amounting to Rs. 91,70,000/- (Rupees Ninety One Lacs Seventy Thousand Only) subject to TDS deduction, as per applicable law.

19.2 As mutually decided between the parties, an amount of (1) Rs. 49,10,625/- (Rupees Forty-Nine Lakhs Ten Thousand Six Hundred Twenty Five Only) subject to TDS deduction, which has been paid by the Developer to the Owner as Non-Refundable Security Deposit under Collaboration Agreement registered as Document no. 12489 dated 25/03/2022 and Addendum to the Collaboration Agreement dated 25/03/2022 registered vide document no. 2587 dated 05/06/24 and (2) an amount of Rs. 29,97,000/- (Rupees Twenty Nine Lacs Ninety Seven Thousand Only) subject to TDS deduction, which has been paid by the Developer to the Owner as Non-Refundable Security Deposit under Collaboration Agreement registered as Document no. 4733 dated 03/08/2023 and Addendum to Collaboration Agreement dated 03/08/2023 registered vide document no. 2586 dated 05/06/24, shall be adjusted by the parties towards the Non-Refundable Security Deposit payable under the present Agreement in the manner given below in Table-A.

19.3 Also, the payment of balance amount of Non-Refundable Security Deposit of Rs. 11,36,137/- (Rupees Eleven Lakhs Thirty Six Thousand One Hundred Thirty Seven only) is being made in the manner given below in Table-A.

For Sungold Heights and Developers LLP

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Auth. Signatory

For Signature Global (India) Limited

*Shank*  
Authorized Signatory



TABLE-A

| S.no. | In favour of                                                | Date       | Cheque / UTR No. & BANK | AMOUNT (in Rs.) |
|-------|-------------------------------------------------------------|------------|-------------------------|-----------------|
| 1     | Sungold Heights And Developers LLP                          | 31/05/2024 | 365372<br>Yes Bank      | 1,136,137       |
|       | Gross Amount of Security Deposit                            |            |                         | 9,170,000       |
|       | (-) Excess Amount of Security Deposit Paid and adjusted (1) |            |                         | 4,910,625       |
|       | (-) Excess Amount of Security Deposit Paid and adjusted (2) |            |                         | 2,997,000       |
|       | Balance amount of Security Deposit payable                  |            |                         | 1,262,375       |
|       | (-) TDS                                                     |            |                         | 126,238         |
|       | Net Amount of Security Deposit                              |            |                         | 1,136,137       |

21. 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.

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  
For Sungold Heights and Developers LLP

  
Auth. Signatory

For Signature Global (India) Limited



Authorized Signatory



22. The Developer, at its absolute discretion, shall demolish all structure "Kacha" or "Pacca" existing on the said land before the Developer applies for requisite approvals and sanctions.
23. That the Owner shall authorize the Developer to book for sale/ sell/ lease the area to the prospective buyers/ tenants, in whole or in parts, on prevailing rates fixed by the Developer and to receive payments and issue receipts thereof on behalf of the Owner without any kind of civil or criminal liability upon the Owners.
24. That the Developer shall commence and complete the construction of the said Project by providing the entire finance, equipment, inputs, material infrastructure and expertise necessary to construct the said Project in accordance with the sanctioned plans/layout/building plan and any modifications thereof as may become necessary during the progress of the work.
25. That based on this Agreement, the Developer shall be investing substantial amount in the project. It is clearly understood and agreed between the parties and thus forms the integral condition of this Agreement that after execution of this Agreement, the Owner or its partners and respective representatives, administrators, administrators, legal heirs, executors, liquidator, successors and permitted assignsetc. will not revoke, terminate, cancel or back out from this Agreement under any circumstances other than as provided for in the termination events set out in this Agreement. In such eventuality the Developer may take legal recourse at its sole discretion, without prejudice to its other rights, at the actual cost and risk of the Owner besides claiming actual damages/losses etc. of any kind of.
26. That the Developer shall be entitled for refund of all fees, Advance and other charges of whatsoever nature deposited by the Developer with various authorities for seeking various approvals etc. for the said Project and the Owner undertake to refund such amount to the Developer within 10 days of the receipt of such refund if such amount is refunded to the Owner.
27. The Developer shall be solely responsible and liable for payment of all dues to its workers / employees and statutory compliance of labour law, rule and regulation as are in force or introduction from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and / or for any accident or lack of safety, resulting in injury or damage to workmen, plant and machinery or third party.
28. The Developer alone shall be responsible for any accident that may occur during the course of development, and it alone shall meet any financial or other liability either under Workmen Compensation Act or under any other Law or Regulation in force for the time being. Any financial expenditure of whatever nature involved in any accident to workmen, labour, employee, neighbor or any other person shall be borne by the Developer and Owner shall be absolved of and indemnified by the Developer of any financial or other liability in this regard.
29. The Owner shall not interfere with or obstruct in any manner with the development, marketing, execution and completion of the said Project and/or booking/allotment or sale / Lease of developed, built or un- built areas of the said Project, except as stated herein above.

For Sungold Heights and Developers LLP



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30. The Developer shall be entitled to retain or let out or allot or enter into Agreements for sale/ lease or to dispose of the built – up or un– built area or allocation to any party either in whole or in parts, to receive the payments thereof and to execute the necessary documents in favour of prospective allottees. The Owner shall also join hands, if necessary, in executing the documents in favour of prospective allottees. However, it is made clear that the financial liabilities will be of the party who receive any amount from the buyers, lessees or the tenants as the case may be.
31. That the maintenance services of the Complex will always be vested with the Developer and / or an agency appointed by it. And the owner shall be liable to comply with all the terms and conditions of the maintenance agreement with the developer and/ or its appointed agency. After the occupation, the prospective Buyers / lessees upon occupying their areas shall pay the prevailing maintenance charges including the deposits.
32. That the Owner and the Developer shall be bound to comply with all the terms and conditions of Permissions/ Licenses/ Eligibility Letter/ LOI/Commercial License and Agreement with the Director, Town & Country Planning, Haryana/ Competent Authority/ Concerned Authority in respect of the said Project sought to be developed.
33. **OBLIGATION OF THE OWNER:**

It is agreed by and between the parties that the Owner shall have the following obligations, including the other conditions specified in the rest part of the Agreement, which shall be performed by him at its own cost and expenses:

- a. To clear all outstanding taxes, dues by whatever names called including charges towards electricity and water up to date of this Agreement at its own cost and expenses.
- b. To keep the title of the said land free and marketable so as to enable the Developer to complete the Project.
- c. To sign, apply for and submit for all permissions and sanctions jointly with the Developer from the Government and or other authorities including the sanction of Building Plans, Revised / Modified Plans, Service Plans etc. before the concerned Local Authorities as may be required for commencement, continuation and completion of the Project.
- d. To permit the Developer to set up infrastructure, site office etc. and permit free access upon the said Land to the Developer, its staff, appointed architects, specialists, contractors, sub-contractors, site engineers, supervisors, agents, their servants and other personnel duly authorized by Developer.
- e. To execute and sign all necessary documents required by the relevant Government authorities for smooth execution of the 'Project' including obtaining temporary / permanent electric connection from Electricity Authority / Board, Water connection, Tube well etc. It is understood that by doing so the Owner shall not incur any responsibility or liability of any nature whatsoever, pecuniary or otherwise and its total cost or expenses would be borne by the Developer.

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- f. To execute and sign Power of Attorney in favour of the Developer and/or its agents to enable the Developer to apply for and obtain all necessary permissions, sanctions, licenses etc. from the concerned authorities to enable the Developer to commence and complete Project in accordance with this Agreement.
  - g. To execute and sign Power of Attorney in favour of the Developer to enable the Developer to sign Agreement for sale / Agreement for Lease etc. in favour of Prospective buyers / tenants / Licensees without any financial liability upon the Owner and subject to fulfilment of the obligations as envisaged in this Agreement by the Developer.
  - h. To execute and sign all necessary documents of transfer of the developed area/built up units including sale deed or Lease Deed in favour of Prospective buyers / tenants / Licensees for transfer of title of the developed area/built up Units in case of requirement.
  - i. To defend, compromise & settle, all suits, proceeding and cases jointly with the 'Developer that may be initiated by any third party against any/all acts of the Owner or Developer with regard to development, construction and marketing of the project only in the situation where there is any fault of the Owner.
  - j. Not to enter into any Agreement or arrangement for the development of the said land except the Developers or its nominee(s) during the subsistence of this Agreement.
  - k. In case of any amount/fees deposited with the Government/any other authority is refunded to the OWNER, the same will be returned by the OWNER to the DEVELOPER within 30 days of the receipt of the same and in the event of any delay beyond this period, the owner will pay interest @6% per annum on the amount so received. The same shall be paid without any kind of deduction whatsoever.
34. The Developer agree and undertake to indemnify and keep the Owner indemnified against any claims and/or claims made by any of the prospective Buyer and/or Lessee of the developed area and/or any demand raised by any of the department involved in the project or by any statutory authorities as permitted under applicable laws. The Developer only shall be answerable and liable for all liabilities and consequences arising therefrom either civil or criminal and the Owners shall not be liable in any manner whatsoever to the prospective Buyers or to the departments/statutory authorities as permitted under applicable laws as it is the responsibility and liability of the Developer to develop the project in accordance with law and in terms of the commitments which the Developer shall made with the respective buyers with respect to the entire project thereof.
  35. The Developer shall at all times hereafter remain liable for and shall fully and effectually indemnify and keep indemnified the Owners their heirs, executors and assigns against all losses, damages, penalties, actions, civil or criminal, cost and expenses which the Owners may incur or suffer by reason of the fact that the Developer has failed to fulfil their part of obligation as envisaged in the Agreement. The Developer undertakes to ensure that the said aspects of liability are brought to the notice of the Prospective Buyers in its clear terms.
  36. The parties hereto have agreed and undertaken to perform their part of Agreement with due diligence and mutual co-operation keeping in view the interest of each other and

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execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this Agreement.

37. The Developer shall be entitled to market Project/building/project at their own cost. The Developer shall be entitled to execute the necessary Buyer Agreement and conveyance Deed/Sale Deed in favour of the Buyers. The Developer shall be liable to account for all payment/amounts received from Buyers and shall indemnify and keep indemnified the Owner under all circumstances for any discrepancy noticed in the accounts or pertaining to any dispute with the Buyers of the flats pertaining to the share of the Owner in the aforesaid project.
38. This has been agreed between the parties that brokerage, if incurred over the booking/ Sale of unit shall be paid in following manner by the parties in proportion to revenue under their allocation.
39. It has been agreed between the parties that both parties will bear the actual amount of brokerage & cost of marketing.
40. All necessary documents/Agreements, conveyance deeds for bookings/sales/leasing shall be prepared by the Developer to maintain uniformity of general terms including for maintenance of the buildings.
41. All the common areas and facilities of the project shall be maintained exclusively by the Developer and/or their Nominee/Maintenance Agency as per applicable law. All the buyers, shall sign a separate Maintenance Agreement with the Maintenance Agency and pay maintenance charges, replacement fund, sinking fund, Advance etc. at such rates as may be fixed/demanded by the Developer/Maintenance Agency and/or an Association of Buyers, as the case may be.
42. All type of rates, cess, tax liabilities or financial obligations with respect to the Project land which might so far have been incurred till the date of signing of this Agreement shall be met and discharged by the Owner. The Owner shall keep the Developer fully indemnified against any such liability or financial obligation of the Owner. After taking over the possession of the respective allocated area, all taxes, charges, levies of any outflows in respect to the project/unsold areas shall be shared between the parties in proportion to the sharing of revenue between them.
43. All taxes, levies such as GST, and Works contract tax as may be applicable with regard to construction/development of the project upto the date of issuance of occupation certificate shall be borne and paid by the Developer. However, the parties shall bear their respective income tax liabilities on the income generated out of this transaction and the individual tax liability as regard to the income and assets has to be accounted for by the party independently without any liability of each other in this respect. The GST, if applicable, over the Owner's share of the revenue shall be paid and borne by the Owner's alone. However, works contract tax shall be the liability of the Developer.
44. During the period of construction till the date of occupancy of the project, the Developer shall be entitled to keep the building properly insured against fire, war, natural calamities, riots etc. and shall pay the premium for that purpose.





45. That the Owner shall authorize or execute Power of Attorney in favour of Developer for the registration of sale deed in the office of registrar Gurugram on their behalf for the area under Developer allocation and/ or the Owner themselves appear before the registrar at the time of registrations of sale deeds if so desired by the Developer and/or the Owner shall become party to such sale deeds.
46. That no changes, modifications or alterations to this Agreement shall be done without mutual consent of the parties in writing hereto.
47. That the parties hereto have agreed and undertaken to perform their part of Agreement with due diligence and mutual co-operation keeping in view the interest of each other and to execute and do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this Agreement.
48. That the failure of either party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision.
49. That in pursuance of the obligations and parties hereto duly performing and observing all the covenants herein contained this Agreement shall not be revoked or cancelled and shall be binding on both the parties and their partners and their respective representatives, administrators, successors, administrators, legal heirs, executors, liquidator and permitted assigns.
50. That this Agreement is not and shall not, however, be deemed to be constructed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.
51. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provision shall be deemed to be amended or deleted in so far as reasonably consistent with the purpose of this Agreement and to the extent necessary to confirm to applicable law and remaining provisions of this Agreement shall be valid and enforceable in accordance with the terms.
52. That it is an integral and essential term of this Agreement that the name of the said Project shall be decided exclusively by the Developer at its sole discretion and Owner shall not have any objection for the same.
53. That this Agreement shall always be subject to the usual force majeure circumstances. Notwithstanding anything to the contrary contained under this Agreement, it is specifically agreed between the Parties that any time taken by any Authority in granting any approvals, consents, plans, sanctions, licences etc. shall be excluded from the computation of any time in the completion of any work to be completed by the Developer and/or the obligations of the Developer under this Agreement. The Developer is required to give due advance notice of the force majeure circumstances to the Owner within 30 days of the Developer becoming aware of such force majeure circumstances.
54. That both the parties have represented to each other that they are duly authorized and competent to enter into this Agreement and this Agreement has been duly entered between them of their free will.



55. In case of any dispute or difference, the parties shall try to settle the same amicably, failing which the matter shall be referred Arbitration under the Arbitration and Conciliation Act, 1996 which shall consist of three Arbitrators. The Owner shall appoint one Arbitrator on his behalf and the Developer shall appoint one arbitrator and the two arbitrators so appointed shall appoint a third Arbitrator. Both the party shall appoint such sole arbitrator of its part within 30 days from the date of receipt of request of other party. The venue of arbitration shall be Delhi. However, the work of development and / or completion of the said Project and / or any other matter incidental to this Agreement shall not at any time or during or after arbitration proceeding, be stopped, prevented, obstructed or delayed in any manner whatever, and this shall be subject to the orders as may be obtained by the aggrieved party by instituting appropriate legal proceedings. All the matters directly or impliedly concerning this Agreement shall be subject to the jurisdiction of Courts at Delhi only.
56. All communications between the parties shall be sent through registered post at the Addresses of the Parties given below OR against receipt by hand AND a copy of the same must be sent via E-mail-
- If to the Owner:
- Address: 609A 6th Floor Block E International Trade Tower, Nehru Place, New Delhi-110019  
Email ID: sameer\_27sh@yahoo.co.in  
For the attention of: Designated Partners
- If to the Developer:
- Address: 13th floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, New Delhi - 110001  
Email ID: compliance@signatureglobal.in  
For the attention of: Mr. Devender Aggarwal
57. That the Developer shall be responsible for compliance of all the terms and conditions of License/Provisions of the Haryana Development and Regulations of Urban Areas Act, 1975 and the Rules made there under till the grant of final completion certificate for the colony or relieved of the responsibility by the DTCP, Haryana, whichever is earlier.
58. That this Collaboration Agreement will be irrevocable and no modification/alteration etc. in terms and condition can be undertaken except after obtaining prior permission of DTCP, Haryana, if steps taken for obtaining license or license is granted.
59. All payments received on account of sale/marketing of dwelling units and/or on any other account received in the project shall be deposited and transferred in single RERA Account as per norms.
60. The Developer shall take an Insurance Policy related to risks entailed in the construction project which shall cover any liability arising out of loss of life or any other financial liability on account of the personnel engaged on the project.

For Sungold Heights and Developers LLP

*Jiles*  
Auth. Signatory

For Signature Global (India) Limited

*Shruti*  
Authorized 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 DEVELOPER:**

**For SIGNATUREGLOBAL (INDIA) LIMITED**

For Signature Global (India) Limited



Shri Dhananjay Shukla  
Authorized Signatory  
Authorised Signatory

  
DRAFTED BY  
As per Instruction Given  
By Both Parties  
SURENDER (ADVOCATE)  
Distt. & Session Court, Gurugram (Hr.)

**Witnesses:**

Signature:   
Name: : Advocate  
S/o: Identify as per Id.  
R/o: Distt. & Session Court,  
Gurugram (Hr.)

Signature:   
Name: : Sandeep  
S/o: Kundera  
R/o: Gurgaon



### Schedule I

**Details of the Said Land admeasuring 3.6680 acres situated in Village Sidhrawali, Tehsil Manesar, Gurugram.**

| Name of Owners                     | Total Area in Khe wat | share in khewat      | Ka nal | Ma rla | Sar sai | Total area in Acres | Khe wat No. | Khat a/ Khat uni No. | Must kil/ Killa No. | k | M  | Sale Deed Registrati on No. & date | Enter mutation in the revenue records (No. & Date) |
|------------------------------------|-----------------------|----------------------|--------|--------|---------|---------------------|-------------|----------------------|---------------------|---|----|------------------------------------|----------------------------------------------------|
| Sungold Heights And Developers LLP | 3-6                   | Full                 | 3      | 6      | 0       | 0.4125              | 299         |                      | 76//9/2/1           | 3 | 6  | 18669=26/02/2024                   | 4031=15/04/2024                                    |
|                                    | 32-9                  | 1/5                  | 6      | 9      | 8       | 3.2451              | 526         | 552                  | 78//20/2            | 6 | 9  | 1250=3/05/2023                     | 3983=13/05/2023                                    |
|                                    |                       | 2921/58410           | 1      | 12     | 4       |                     |             |                      | 21                  | 8 | 0  | Tabadla=6-9-8                      |                                                    |
|                                    |                       | 6425/116282          | 17     | 16     | 8       |                     |             |                      | 89//1               | 8 | 0  | 676=19/04/2024                     | 4033=02/05/2024                                    |
|                                    |                       |                      |        |        |         |                     |             |                      | 10/1                | 3 | 2  | 1912=17/05/2024                    | 4050=18/05/2024                                    |
|                                    |                       |                      |        |        |         |                     |             |                      | 10/2                | 4 | 18 |                                    |                                                    |
|                                    |                       |                      |        |        |         |                     |             |                      | 11/1                | 2 | 0  |                                    |                                                    |
|                                    |                       |                      |        |        |         |                     |             |                      |                     |   |    |                                    |                                                    |
|                                    | 2-8                   | 1/30                 | 0      | 1      | 6       | 0.01041             | 637         | 658                  | 88//1/1/2           | 0 | 3  | 1912=17/05/2024                    | 4050=18/05/2024                                    |
|                                    |                       |                      |        |        |         |                     |             |                      | 1/2/2               | 0 | 6  |                                    |                                                    |
|                                    |                       |                      |        |        |         |                     |             |                      | 2/2                 | 1 | 5  |                                    |                                                    |
|                                    |                       |                      |        |        |         |                     |             |                      | 2/3                 | 0 | 9  |                                    |                                                    |
|                                    |                       |                      |        |        |         |                     |             |                      | 3/3                 | 0 | 5  |                                    |                                                    |
| <b>Total</b>                       |                       | <b>29-6-8=3.6680</b> |        |        |         |                     |             |                      |                     |   |    |                                    |                                                    |

For Signature Global (India) Limited

For Sungold Heights and Developers LLP

*Jale*  
Auth. Signatory

*Shubh*  
Authorized Signatory



**Signed & Delivered by the within named OWNER:**

**For M/s Sungold Heights And Developers LLP**

*File*  
M/s Sungold Heights And Developers LLP

Mr. Jiten Masand  
Authorized Signatory

**Signed & Delivered by the within named DEVELOPER:**

**For SIGNATURE GLOBAL (INDIA)LIMITED**

For Signature Global (India) Limited

Shri Dhananjay Shukla  
Authorized Signatory

*Star*  
DRAFTED BY  
As per instruction Given  
By Both Parties  
SURENDER (ADVOCATE)  
Distt. & Session Court, Gurugram

**Witnesses:**

Signature: *S*  
Name: SURENDER  
S/o: Advocate  
R/o: Identify as per Id.  
Distt. & Session Court.  
Gurugram (Hr.)

Signature: *S*  
Name: Sandeep  
S/o: Hudezan  
R/o: G/M

