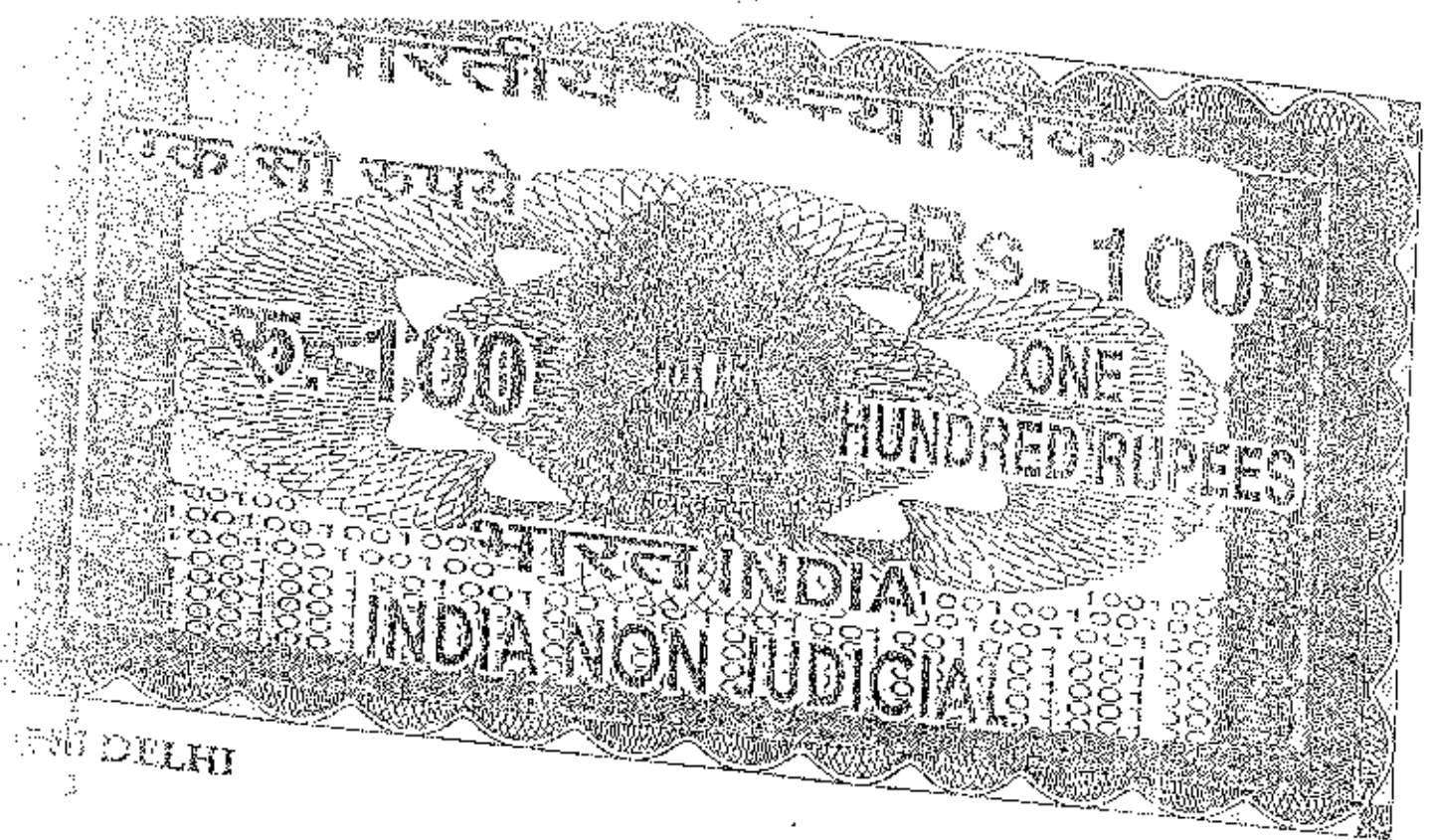




R 542803

### COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT ("Agreement") is made at New Delhi on this 25<sup>th</sup> day of November, 2011:

BY & BETWEEN:

M/s Swifttrans International Pvt Ltd, and M/s Upcountry Land & Projects Pvt Ltd, Companies incorporated under the provisions of the Companies Act, 1956, having their registered office at B-27, Pushpanjali Enclave, Outer Ring Road, Pitampura, Delhi-110034 through their Director, Mr. Ajay Gupta, duly authorized vide Board Resolution dated November 25, 2011 (hereinafter referred to as the "Land Owners", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the FIRST PART;

AND

Acclon Projects (a Unit of GRI Distributors & Developers Pvt Ltd) (formerly known as GRI Distributors (P) Ltd), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 64, Scindia House, Connaught Place, New Delhi, and Corporate Office - 5, 3<sup>rd</sup> Floor, City Mart, Sohna Road Road, Gurgaon, through its Director, Mr. Ajay Singal, duly authorized vide Board Resolution dated November 25, 2011, (hereinafter referred to as M/s Swifttrans International Pvt Ltd)

*Ajaya*  
Director

For UP COUNTRY LAND AND PROJECT PVT. LTD.

*Ajaya*  
Director



*Ajaya*  
Director

as the "Developer", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

'Land Owners' and the 'Developer' may hereinafter individually be referred to as the "Party" and collectively as the "Parties".

- A. WHEREAS 'Land Owners' have represented to the Developer that they are the owners of the land admeasuring 10.343 acres (approx) situated in Village Garhi Alawalpur, Sector 24, Dharuhera, Tehsil Dharuhera, District Rewari, (Haryana) (Project Land) as more specifically described in Annexure-I hereof; and
- B. WHEREAS 'Land Owners' have applied for Licence for development of Residential Group Housing Project over the Project land, and the papers are under process in the office of the Director Town and Country Planning Haryana ("DTCP");
- C. WHEREAS 'Land Owners' have agreed to induct the Developer as the developer of the Residential Group Housing Project on the terms and conditions mentioned herein in this Agreement; and
- D. The Parties are executing the present Agreement to record the terms & conditions for induction of the Developer for the development of the Project and their understanding regarding the development of the Project.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

#### ARTICLE I DEFINITIONS AND INTERPRETATIONS

##### 1.1 Definitions

"Agreement" means this Collaboration Agreement, its schedules and annexures attached hereto and any amendments from time to time as may be mutually agreed to by and between the Parties hereto in writing.

"Applicable Laws" shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval of any statutory or Government Authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Government Authority having jurisdiction over the matter in question, whether in effect as of the Effective Date or at any time thereafter.

"Approvals" means any permission, approval, sanction, clearance, consent, license,

For ~~Country Land and Project Pvt. Ltd.~~

UPCOUNTRY LAND AND PROJECT PVT. LTD.  
Director  
Bultha  
Date



For GRJ Distributors & Developers Pvt. Ltd.

Director

layout plans, building plans, order, decree, authorization, authentication of, or registration, qualification, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority required under any statute or regulation for designing, planning, construction, development, marketing and sale of the Project, contemplated under this Agreement.

"Common Amenities" shall mean and include all roads, parks, driveways, security areas, areas where common facilities and equipment for provision of support services are installed, common open areas, stairways, passage-ways, generator of sufficient capacity, pump and lighting for common spaces, pump room, tube-well, overhead water tanks, water pump and motor and other facilities in the Project as may be provided for common use by the Developer;

"EDC" shall mean the external development charges in respect of development of the Project;

"Effective Date" means the date of execution of this Agreement.

"Encumbrance" shall mean any right, title or interest existing by way of, or in the nature of sale, agreement to sell, including without limitation, any claim, mortgage, pledge, charge, security right, security interest, lien, hypothecation, deposit by way of security, bill of sale, option or right of pre-emption, beneficial ownership (including usufruct and similar entitlements), any provisional or executable attachment, non-disposal undertaking, right of first offer or first refusal, tenancy, co-ownership, disposal of beneficial interest or any other interest held by a third party.

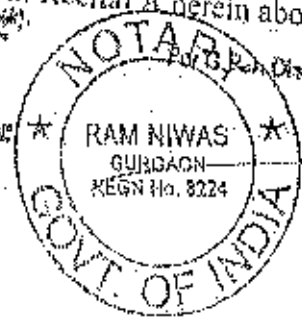
"Government Authority" shall mean any government or political subdivision thereof, or any ministry, department, board, authority, instrumentality, forum, agency, corporation, commission, court or tribunal whether central, state, local, municipal, judicial, quasi-judicial or administrative of the Government of India or any state government and any other statutory/non-statutory authority.

"Gross Revenue" shall mean and include any and all revenues and proceeds on account of sale/ lease/ license/ transfer or other disposal of the interest in the Saleable Area including but not limited to any advance bookings, earnest money, preferential location charges, parking, clubhouse, Power Back up, interest, transfer fees, or any other charges that are recovered or recoverable from the customers. Provided that in the event of the lease or license of the Saleable Areas, the Gross Revenue would mean the lease rental or license fee.

"IDC" shall mean the infrastructure development charges in respect of development of the Project.

"Project" has the meaning given to it in Recital A herein above.  
For wiftrans International Pvt. Ltd.

For UPGCOUNTRY LAND AND PROJECT PVT. LTD.



For Distribution & Development (7)163.  
Director

"Project Account" shall mean the bank account opened by the Developer in a reputed scheduled commercial bank wherein the entire Gross Revenue are deposited and/or transferred and which shall be operated by the Developer.

"Project Land" has the meaning given to it in Recital A herein above.

"Representatives" means the agents, servants, associates and any person lawfully claiming through or under any Party hereto.

"Saleable Area" shall mean and include in relation to the Project, area constructed and developed, including but not limited to, residential development, commercial component, built-up area, and made available for sale to and charged for from ultimate buyers/customers of the Project.

**Interpretations:** In this Agreement, unless the context requires otherwise:

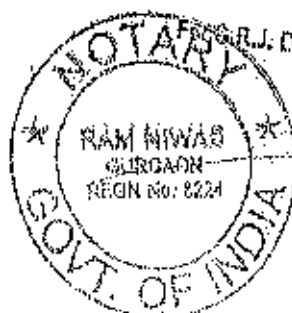
- (i) unless the context clearly indicates a contrary intention, a word or an expression denoting a natural person shall include an artificial person (and vice versa), any one gender shall include all other genders and the singular shall include the plural (and vice versa);
- (ii) reference to any individual shall include his/ her legal representatives, successors, legal heirs, executors and administrators;
- (iii) reference to any article, clause, section, schedule or annexure shall be deemed to be a reference to an article, a clause, a section, a schedule or an annexure of this Agreement;
- (iv) Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation;
- (v) The recitals, schedules, annexure, appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement;
- (vi) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation";
- (vii) Reference to a law shall be a reference to that law as amended, re-enacted, consolidated, supplemented or replaced;
- (viii) Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced; and

For wiftrans International Pvt. Ltd.

*[Signature]*  
Director

WIFTRANS INTERNATIONAL PROJECT PVT. LTD.

*[Signature]*  
Director



For J. Distributors & Developer (P) Ltd.

*[Signature]*  
Director

- (ix) The Parties acknowledge that they and their respective counsel have read and understood the terms of this Agreement and have participated equally in the negotiation and drafting. Accordingly, no court or arbitrator construing this Agreement shall construe it more stringently against one Party than against the other.

## ARTICLE 2 PROJECT AND PROJECT LAND

- 2.1 The Developer shall develop the Residential Group Housing Project on the Project Land at its own costs and expense, comprising of residential units/flats/group housing, etc., as may be decided by the Developer, duly supported with parking areas and Common Amenities and for services like power supply, water supply, drainage and sanitation, fire fighting facilities, security systems, etc., in accordance with the Approvals including sanctioned layout/Building plans and compliance of Applicable Laws.

- 2.2 It is hereby agreed by the Parties that the Project to be developed on the Project Land shall primarily be a residential use development project with permitted mix of commercial use developments as may be permitted under the Applicable Laws.

## ARTICLE 3 CONSTRUCTION AND DEVELOPMENT OF PROJECT

- 3.1 The Parties have agreed to develop the Project on the Project Land in collaboration where under:

- (i) 'Land Owners' shall provide the vacant physical possession of the Project Land to the Developer;

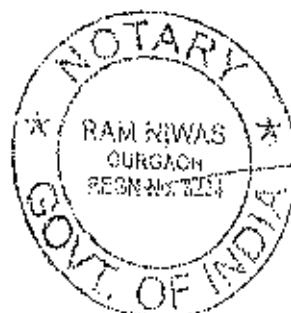
- (ii) 'Land Owners' at their own cost and arrangements (including EDC, IDC, IDW, all Sanction fees), shall obtain all the Approvals/Sanctions/Permissions required from the concerned Departments/ Authorities, for development of the residential Project on the Project Land;

- (iii) upon receipt of the requisite sanctions and approvals, as may be required to commence the construction work of the Project, the Developer shall undertake construction and development of the Project at its own cost and expenses and development related risks on the Project Land in accordance therewith and as per the terms and conditions of this Agreement; and

- (iv) 'Land Owners' and the Developer shall share the total revenue of the Project in the ratio as provided hereinafter in this Agreement.

For G.R.J. Distributors & Developers (P) Ltd.

Director



For G.P. Country Land and Project Pvt. Ltd.

Director

- 3.2 The scope of development of the Project Land includes planning, designing, construction and development of residential flats/units on the Project Land with all incidental and related facilities and amenities solely at the cost of the Developer.
- 3.3 The 'Land Owners' shall obtain all the Approvals at its own cost and expense before and after execution of this Agreement. The 'Land Owners' shall, if required, execute and sign relevant documents in the course of obtaining such approvals.
- 3.4 The Developer shall be authorized to plan, design, construct and develop the Project on the Project Land at its own costs and expense, as may be decided by the Developer.
- 3.5 'Land Owners' hereby grant in favour of the Developer, and the Developer hereby accepts from 'Land Owners' the right to develop the residential project on Project Land.
- 3.6 Simultaneously, with the execution of this Agreement, 'Land Owners' have granted to the Developer and its Representatives rights to enter into the Project Land for the purpose of planning, designing and survey of the Project Land and to do all acts in relation to the construction and development of the Project thereon.
- The Developer shall be entitled to engage any contractors, architects, engineers, consultants and workmen for the development of the Project as it may decide from time to time.
- 3.7 'Land Owners' shall sign and deliver to the Developer all documents, as may be required to be signed by 'Land Owners' for filing the various applications and for obtaining the building plans, and/or any other such licenses and approvals pursuant thereto for the construction and development of the Project.
- 3.8 The Developer shall develop the Project in accordance with the Approvals and the Applicable Law. 'Land Owners' shall not prevent and/or cause any hindrance or obstruction in the designing, planning, construction, development, marketing and sale of the Project by the Developer in any manner and shall provide all assistance and co-operation as may be required by the Developer in relation to the Project.

ARTICLE 4  
SHARING OF REVENUE  
(As per Annexure II attached).

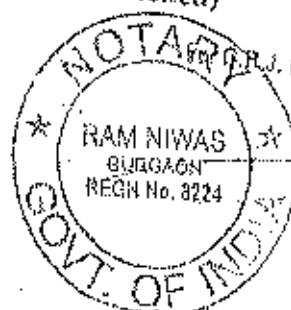
ARTICLE 5  
SECURITY DEPOSIT  
(As per Annexure III attached)

For Wilfrans International Pvt. Ltd.

*[Signature]*  
Director

FOR COUNTRY LAND AND PROJECT PVT. LTD.

*[Signature]*  
Director



For Wilfrans International Pvt. Ltd.

*[Signature]*  
Director

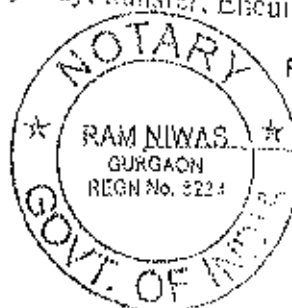
## ARTICLE 6 OBLIGATIONS OF THE DEVELOPER

- 6.1 The Developer shall construct, develop the Project and shall be entitled to market and sell the Project and deposit the Gross Revenue thereof in the Project Account.
- 6.2 The Developer shall engage contractors, architects, engineers, consultants and workmen for execution of the Project.
- 6.3 The Developer shall run, operate and maintain the Project either itself or through third party agencies.
- 6.4 The Developer shall ensure safety and security of the men and materials on the Project Land and shall take adequate measures and steps in this regard.
- 6.5 The Developer, while carrying out the development of the Project itself or through its agents, contractors representatives or in the course of sale in the Project shall ensure that all relevant statutes, laws, bye-laws including labour laws are complied with and no liability, cost, damage and demur is subjected to 'Land Owners' because of any non-compliance.
- 6.6 The Developer shall complete the construction and development of the total Project within 60 months of execution of this Agreement.

## ARTICLE 7 OBLIGATIONS OF LAND OWNERS

- 7.1 'Land Owners' shall provide the vacant physical possession of the Project Land free from all encroachments at site.
- 7.2 The 'Land Owners' agree and undertake to obtain all the Approvals, including but not limited to Sanctioned Building Plans, NOC from Ministry of Environment and Forests, NOC from State Pollution Board, NOC from Airport Authority required to develop the Project and to develop the Project on the Project Land in accordance with the Approvals, the Applicable Laws and in accordance with the terms hereof in a manner that maximizes value for both Parties.
- 7.3 'Land Owners' shall not disturb, prevent or interrupt the construction and development activities carried out by the Developer for the development of the Project and/or commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken pursuant to and in accordance with this Agreement.
- 7.4 'Land Owners' undertake and assure that 'Land Owners' and/or any other person(s) claiming under it shall not, in any way, transfer, Encumber, mortgage or part with

*[Signature]*  
Director  
For UP COUNTRY LAND AND PROJECT PVT. LTD.  
*[Signature]*  
Director



For G.I.T.J. Distributors & Developers (P) Ltd.  
*[Signature]*  
Director

its/their rights, titles or interests in the Project Land or create any sort of lien or charge or Encumbrance on the Project Land or create any hindrance or obstruction in the development of the Project, except as may be directed by the Developer.

'Land Owners' shall, at the request of the Developer and upon completion of the Project, shall execute tripartite agreements, sale deeds or other form of title documentation in respect of proportionate undivided rights in the Project Land in favour of the prospective buyers in the Project and/or authorize such person(s) nominated by the Developer for this purpose.

#### ARTICLE 8. COMPLETION

Subject to Force Majeure conditions and due performance of their obligations by 'Land Owners', the Developer shall complete the development of the Project on the Project Land in accordance with the Approvals obtained and the Applicable Law, within a period of five years from the date of execution of this Agreement.

#### ARTICLE 9 RIGHT TO BOOK, ALLOT, ASSIGN AND MAINTAIN

'Land Owners' hereby confirm that:

- (i) The Developer shall have the sole right to market, allot, assign, transfer, let, lease or license in the Project to the prospective buyers/ transferees. 'Land Owners' shall provide full co-operation and assistance in this regard and undertake not to cause any interruption in the same.
- (ii) The Developer shall have the right to collect and receive the Gross Revenue with respect to the sale in the Project Account.
- (iii) The Developer or any agency nominated by it shall have the sole right to maintain the completed building(s) of the Project and other areas/ facilities as per the provisions of the applicable Laws.

#### ARTICLE 10 REPRESENTATIONS AND WARRANTIES

The Developer hereby represents and warrants as follows:

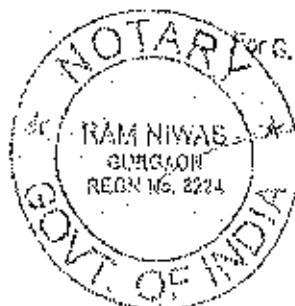
- (i) The Developer shall arrange the requisite resources to construct and develop the Project as per the terms & conditions agreed in this Agreement.

International Pvt. Ltd.

*[Signature]*  
Director

LAND AND PROJECT PVT. LTD.

*[Signature]*  
Director



For G.R.I. Distributors & Developers, PVT. LTD.

*[Signature]*



- (ii) The Developer shall construct, develop, market and sell the Project in the manner and in accordance with the terms & conditions of this Agreement.

10.2 'Land Owners' and the Developer hereby represent and warrant to each other that:

- (i) Each Party has full power, authority, legal right and capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by each Party and constitutes its legal, valid and binding obligation enforceable against it in accordance with its respective terms.
- (ii) Each Party is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and that each Party has full power and absolute authority to execute, deliver and perform this Agreement.
- (iii) Each of the representations and warranties made by each of the Parties, in terms as aforesaid, is separate and independent and none of the aforesaid representations and warranties shall be treated as qualified by any actual or constructive knowledge on the part of the other Parties or any of their respective agents, Representatives, officers, employees or advisers.
- (iv) This Agreement constitutes a legal, valid and binding obligation, and is enforceable against each Party in accordance with its terms.
- (v) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under any covenant, agreement, understanding, decree or order to which such Party is a party or by which such Party or any of its properties or assets is bound or affected and does not result in a violation of any Applicable Laws.
- (vi) Each Party has no knowledge of any violation or default or any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by Applicable Laws which may result in any material adverse effect on such Party's ability to perform its obligations under this Agreement.
- (vii) All information furnished by each Party in connection with this Agreement, does not contain any untrue statement or omit to state any fact, the omission of which makes any statements made therein in the light of the circumstances under which they are made, misleading, and each Party is not aware of any material facts or circumstances that have not been disclosed to the other Parties which might, if disclosed, adversely affect the decision of a Person considering whether or not to enter into this Agreement.

For Chairman, International Pvt. Ltd.

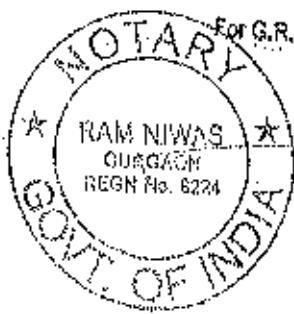
*[Signature]*

Director

FOR COUNTRY LAND AND PROJECT PVT. LTD.

*[Signature]*

Director



For G.R.J. Distributors & Developers (P) Ltd.

*[Signature]*

Director

or third party. All such claims and demands shall be settled and cleared by the Developer only and no liability on this account shall fall on 'Land Owners'.

The Developer, in its capacity as a developer in terms of this Agreement, shall not do or cause to be done any act, omission or thing which may in any manner contravene any rules, law or regulations or which may amount to misuse of any terms hereof or breach of any other provisions of law. In case of non-performance or non-observance of any such rules, regulations or law, then the entire liability in that behalf shall be incurred and discharged by the Developer, and furthermore, the Developer undertakes to keep 'Land Owners' harmless and indemnified against all claims and demands resulting from such non-performance and non-observance of such rules, regulations or law in terms of this clause.

### ARTICLE 13 FORCE MAJEURE

The time limits provided in this Agreement shall not apply in case of Force Majeure Events i.e. events which are beyond the control of any Party and the said time limits shall be extended by the period of the said Force Majeure Events. For the purposes of this Agreement, the Force Majeure Events means and includes without limitation (a) acts of God, including earthquake, storm, flood, tempest, fire, lightning, and other natural calamities; (b) civil commotion, war, act of public enemy; (c) riots or terrorists attacks, sabotage, epidemic; (d) strikes; (e) the promulgation of or any amendment in any law or policy of the Government Authority which prevents the construction and development to proceed as agreed in this Agreement; or (g) any other event or circumstance analogous to the foregoing.

### ARTICLE 14 DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION

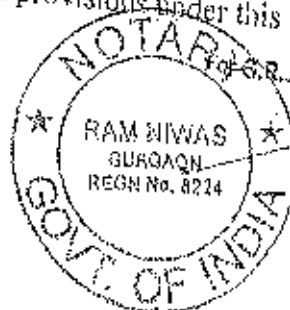
**Amicable Settlement:** In the case of any dispute or claim arising out of or in connection with or relating to this Agreement, the Parties shall attempt to first resolve such dispute or claim through amicable discussions.

**Arbitration:** If the Parties fail to resolve such dispute or claim amicably, such dispute or claim shall be finally settled by arbitration through a sole arbitrator to be mutually appointed by the Parties. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any amendment/ modification thereof. All arbitration proceedings shall be conducted in the English language and the place of arbitration shall be [Delhi]. The Arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The Parties shall continue to perform such of their respective obligations under this Agreement that do not relate to the subject matter of the dispute, without prejudice to the final determination in accordance with the provisions under this Clause.

JOINT VENTURE LAND AND PROJECT PVT. LTD.

*[Signature]*  
Director

*[Signature]*  
Director



JOINT VENTURE LAND AND PROJECT PVT. LTD.

*[Signature]*  
Director

- 14.3 *Governing Law & Jurisdiction:* This Agreement shall be governed by and construed in accordance with the laws of the India and shall, subject to the provisions of dispute resolution mechanism stated herein above, be subject to the exclusive jurisdiction of the courts in Delhi only.

## ARTICLE 15 MISCELLANEOUS PROVISIONS

- 15.1 *No Partnership:* The Parties have entered into this Agreement on principal to principal basis and that nothing stated herein shall be deemed or construed as a partnership between them nor shall it be construed as association of persons in any manner, nor will the same bind them except to the extent specifically stipulated herein.
- 15.2 *Waiver:* No waiver of any of the terms of this Agreement shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.
- 15.3 *Taxes:* Each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act, 1961 and all their personal debts and shall indemnify and keep indemnified and harmless the other from and against all claims, charges, proceedings, penalties in respect of any default or failure to pay or discharge such liabilities and debts.
- 15.4 *Stamp Duty & Registration:* If the Parties shall get this Agreement registered, the cost of registration and stamp duty payable thereon shall be paid by the Developer. However, it is agreed that non-registration of this Agreement shall not take away or affect any rights of the Developer or 'Land Owners'.
- 15.5 *Notice:* All notices and other writings to be filed, delivered or served on the other Party pursuant to this Agreement shall be in writing and shall be delivered by speed post, registered mail, courier, facsimile, return receipt requested. Any notice shall be deemed to have been duly given and received upon receipt. Notices to the parties shall be addressed as follows:

To 'Land Owners':

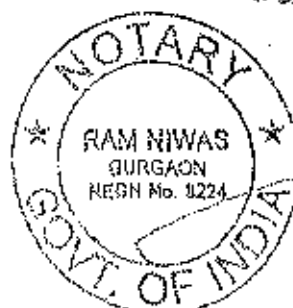
Attention: Mr. Ajay Gupta,  
B-27, Pushpanjali Enclave,  
Pitampura, Delhi

To the Developer:

Attention: Mr. Ajay Singal,  
64, Scindia House, Connaught Place,  
New Delhi

For G.R.J. Distributors & Developers (P) Ltd.  
*Rajesh*  
Director

FOR COUNTRY LAND AND PROJECT PVT. LTD.  
*Rajesh*  
Director



For G.R.J. Distributors & Developers (P) Ltd.  
*[Signature]*  
Director

- 15.6 **Severability:** Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part shall not affect the validity of the balance Agreement provided the fundamental terms of the Agreement are not altered. If any requirement, restriction or undertaking herein is (i) found by any court or other competent authority to be void or unenforceable; or (ii) requires any authorization, Approval or consent which is not granted, the Parties shall negotiate in good faith to replace such void or unenforceable requirement, restriction, undertaking or lack of Approval, consent or authorization with a valid provision which, as far as possible, has the same commercial effect as that which it replaces.
- 15.7 **Assignment:** Subject to the provisions of this Agreement, this Agreement is personal to the Parties, and shall not be capable of assignment without consent of other Parties.
- 15.8 **Termination:** Save and except as permitted under in this Agreement, this Agreement shall not be terminated by either of the Party.
- 15.9 **Entire Agreement:** This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and supersede any and all prior discussions, communications, negotiations, understanding, agreements, or contracts, whether written or oral. No modification of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Parties.
- 15.10 **Counterparts:** This Agreement may be executed in one or more counterparts including counterparts transmitted by facsimile, each of which shall be deemed an original, but all of which signed and taken together shall constitute one document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date set forth above.

Signed and delivered by: Land Owners  
International Pvt. Ltd.

Authorized Signatory  
Name: Ajay Gupta  
Designation: Director

For COUNTRY LAND AND PROJECT PVT. LTD.

Signed and delivered by Developer

Authorized Signatory  
Name: Mr. Ajay Singal  
Designation: Director

For C.R.J. Distributors & Developers (P) Ltd.

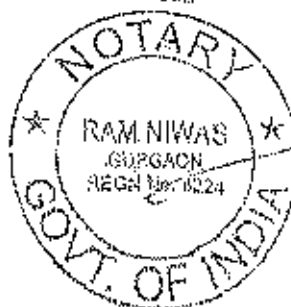
Witnessed By:

Name K. S. Bhat  
Address 223, HEC, Sector-46,  
Gurgaon (Hr.)

Witnessed By:

Name  
Address

(J. R. NARWANI)  
T-1/804, ORCHID PETALS,  
SONNA ROAD, GURGAON



13 MAR 2017

RAM NIWAS, Advocate  
Notary, Gurgaon (Hr.)