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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL43195699377251N
Certificate Issued Date	: 14-Aug-2015 03:10 PM
Account Reference	: IMPAGC (10/08/2015) DELHV DL-DUH
Unique Doc. Reference	: SUBN-DL43195699377251N
Purchased by	: AIMS MAX GARDENIA DEVELOPERS PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: AIMS MAX GARDENIA DEVELOPERS PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: AIMS MAX GARDENIA DEVELOPERS PVT LTD
Stamp Duty Amount (Rs.)	: 100 (One Hundred only)



Please write or type below this line

AGREEMENT

THIS AGREEMENT IS EXECUTED AT NEW DELHI ON THIS 31ST DAY OF AUGUST, 2015;

BETWEEN:

M/s. Aims Max Gardenia Developers Pvt. Ltd., a consortium of developers, registered under the Companies Act, 1956 having its office at R-19, 3rd Floor,

[Signatures]

Statutory Alert:

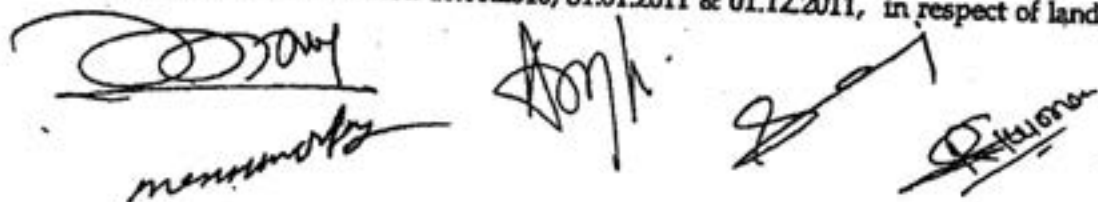
1. The authenticity of this Stamp Certificate should be verified at "www.shrestamp.org". Any discrepancy in the details on the Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Lakshmi Nagar, Vikas Marg, (Near Shakarpur), Delhi-110092, Directors Mr. Malook Nagar, Son of Mr. Rameshwar Dayal, Resident of D-3/89, Vasant Vihar, New Delhi-110057; Mr. Ajay Kumar, Son of Mr. Nawal Kishore Sharma, Resident of B-47, Sector-40, Noida-201303, Mr. Sanjeev Kumar, Son of Mr. Jagdish Prasad Sharma, Resident of B-43, Kallash Colony, New Delhi-110048 and Mr. Manoj Kumar Ray, Son of Narendra Prasad Ray, Resident of A-218, Mangal Apartments, Vasundhara Enclave, Delhi-110096, all duly authorized by the Board of Directors vide Resolution dated 31.08.2015, (hereinafter referred to as the "First Party", which expression unless repugnant to context hereof shall mean and include its successors, administrators, permitted assigns and all those claiming through it.)

AND

M/s Blue Square Infrastructure LLP, an LLP registered under the Limited Liability Partnership Act, 2008, having its registered office at Unit No. 219, 2nd Floor, Vasundhara Enclave, Plot No. 1, Vardhman Sunrise Plaza, New Delhi-110096, through its designated partner Mr. Ravindra Kumar Srivastava, son of Mr. Bhagwati Prasad Srivastava, Resident of Flat No. Ruby 2/1206, Gardenia Glamour, Vasundhara, Ghaziabad, UP-201012, duly authorized by all the partners vide Authorization dated 31.08.2015, (hereinafter referred to as the "Second Party", which expression unless repugnant to context hereof shall mean and include its successors, administrators, permitted assigns and all those claiming through it.)

WHEREAS the First Party was allotted a chunk of land, for developing of "ECO CITY" in Sector 75, Noida under Group Housing Scheme GH 2009(V), admeasuring 6,00,000 Sq. Mts. (approx.) (hereinafter referred to as the said plot of land), vide Reservation Letter No. NOIDA/GHP/2009-(V)/2010/4927 dated 05.02.2010 by Noida Authority. Lease Deeds in respect of an area of 5,64,059.54 Sq. Mts. falling in "Eco City", Sector-75, Noida(U.P.) by New Okhla Industrial Development Authority have been executed in favour of the First Party vide three nos. of separate Lease Deed dated 16.06.2010, 31.01.2011 & 01.12.2011, in respect of lands

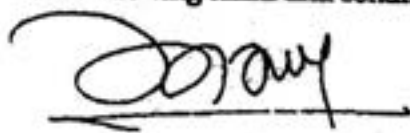

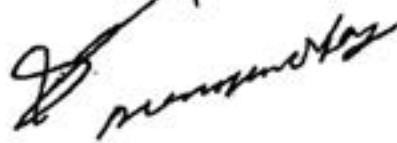



admeasuring 330474.67 Sq. Mts., 23,916.00 Sq. Mts & 209668.87 Sq. Mts., which are registered as Document Nos. 4219, 915 & 10841, in Book No. I, Volume Nos. 2801, 3027 & 3843, on pages 349-388, 197-236 & 199-236, in the office of Sub-Registrar, Noida respectively and the possession was also handed over to the First Party.

AND WHEREAS under the above said scheme, areas earmarked on which commercial complexes are to be developed as per the zonal plan to cater the needs of residents of the scheme. First Party has decided to develop commercial complexes on the said land.

AND WHEREAS all the necessary permissions, sanctions and licenses for developing the said allotted land into proposed commercial complex from the concerned departments have also been obtained through the approval of Master Layout by the First Party which is annexed as Annexure-A.

AND WHEREAS the Second Party has approached the First Party and has represented that it possesses the skill, technical know-how and experience in building and construction and has conveyed its keen interest in developing of commercial area. The First Party keeping in view the expertise of Second Party in developing the commercial complexes has offered to assign the development and construction rights of commercial complexes on plots of land as on date bearing nos. a (17,000 Sq. Mts.), b (13934 Sq. Mts.), c (9824 Sq. Mts.) & d (15647 Sq. Mts.), total admeasuring 56,405 Sq. Mts. facing Sector-50 on 60 Mts. wide road, Sector-75, Noida(U.P.) (hereinafter jointly referred to as the said plot of land), which is reflected in red colour in the site plan attached herewith as Annexure-B, and the Second Party has agreed to accept the development of commercial complexes on the following terms and conditions:

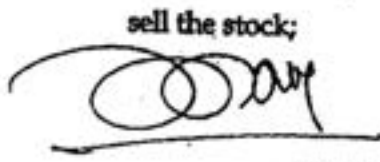
  



NOW THIS AGREEMENT WITNESSETH AS UNDER:


1. RULES OF INTERPRETATION:


In this agreement unless the context otherwise requires:

- a. Agreement means this agreement unless the context requires otherwise;
- b. headings are for convenience only and shall not affect interpretation;
- c. words denoting the singular number shall include the plural and vice versa;
- d. words denoting any gender shall include all genders;
- e. words denoting persons shall include bodies of persons and corporations and vice versa;
- f. where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase and cognate expressions shall have corresponding meanings;
- g. References to any Party shall include the party's successors and permitted assigns;
- h. References to any document shall be deemed to include references to it and to its appendices, annexures, exhibits, recitals, schedules and tables as varied from time to time.
- i. Documents executed pursuant to this agreement shall form its part.
- j. Reference to 'agreement' or 'notice' shall mean a agreement or notice in writing and 'writing' includes all means of reproducing words in a tangible and permanently legible form;
- k. References to "Recitals" and "Clauses" are references to the recitals and clauses of this agreement;
- l. That this agreement shall never be construed as Partnership, Collaboration or Joint Venture authorizing both the parties to jointly sell the stock;


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- m. If there is any conflict in interpreting two or more clauses of agreement, same shall be interpreted harmoniously.

2) **RECITALS & ANNEXURES**

- 2.1 That the Recitals, Annexures and Schedules to this agreement shall form an integral part of agreement.

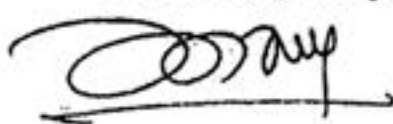
3) **SCOPE OF THE AGREEMENT**

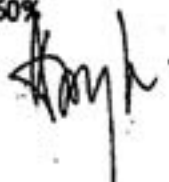
- 3.1. That for the consideration as agreed in the agreement, First Party hereby agrees to grant, convey and transfer to the Second party all its rights, titles interest in/of the construction and sale of spaces and areas in the Commercial Complexes on the above-said plot of land bearing nos. a (17,088 Sq. Mts.), b (13934 Sq. Mts.), c (9824 Sq. Mts.) & d (15647 Sq. Mts.), total admeasuring 56,405 Sq. Mts. facing Sector-50 on 60 Mts. wide road being part of "BCO CITY", Sector 75, Noida which has been leased to First Party under Group Housing Scheme GH-2009/IV admeasuring 5,64,059.54 Sq. Mts. by Noida Authority as reflected in the site plan annexed hereto as Annexure-B. The Second Party shall develop and construct the commercial complexes in accordance with the sanction plans, approvals and licenses subject to the terms and conditions of the allotment of NOIDA Authority, lease deeds of the said plot of land and the agreement between the parties

- 3.2. That the said plot of land is earmarked for commercial purposes as per the zonal plan and terms of allotment. Only commercial project is allowed to be constructed on it. In future, if Noida Authority shall allow the residential use for some part of said plot of land and Second Party and its nominee shall consider it beneficial to utilize some part of it for residential construction, then it shall be free to do so.

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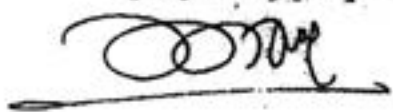
- 3.3. That the said plot of land on which commercial complex is to be developed, as on date it is admeasuring 56,405 Sq. Mts., which can be increased or decreased by 10% depending upon the execution of lease deed for the remaining land and its size for entire Eco City/Golf City by the Noida Authority.
- 3.4. That plots bearing nos. a (17,000 Sq. Mts.), b (13934 Sq. Mts.), c (9824 Sq. Mts.) & d (15647 Sq. Mts.), total admeasuring 56,405 Sq. Mts. facing Sector-50 on 60 Mts. wide road, Sector-75, Noida(U.P.) are the subject matter of this agreement. Second Party shall be free to get the plots either further sub-divided or amalgamated under the permission of Noida Authority to which First Party shall have no objection and shall co-operate in this regard.
- 3.4. That the Second Party shall carry out the construction as per the sanctioned and approved plans, designs and drawings without any interference of the First Party on the said plot of land. The required dues for clearance of the plans for the construction of the commercial complex shall be paid by the Second Party on or before 31st December-2015. The Second Party shall raise the entire construction of the said plot of land at its own cost and resources. All future costs for construction of commercial complexes shall be to the account of Second Party to the total exclusion of the First Party.
- 3.5. That the amount received as consideration for sale of entire saleable area under the commercial complexes shall be shared by the parties in the following ratio:
- First Party (Landowner): 40%
Second Party (Developer): 60%


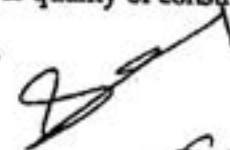






- 3.6. That all the necessary permissions, sanctions and licenses for developing the said plot of land into a proposed commercial complex obtained from the concerned departments/ authorities till date shall be handed over by the First Party to the Second Party for the smooth completion of the construction work and to avoid any obstruction that may hinder the construction work and in case any further permission, authority, clearance, approval or sanction shall be required in future, then the same shall be obtained by the Second Party itself on behalf of First Party on the strength of General Power of Attorney to be executed by the First Party in favour of Second Party or its nominee/s.
- 3.7. That during the period of the construction if any problem from any Govt. department, neighbours or some other allottees / claimants is created and the construction is halted, then in that case, then both the parties with joint efforts shall fulfill the conditions, remove the impediment or satisfy the claimants or neighbours / allottees.
- 3.8. That the First Party shall not interfere with or obstruct in any manner with the execution and completion of work of development and construction of the commercial complex on the said plot of land, but it shall have right to appoint agency of international repute to supervise and oversee the quality of construction as per the agreed terms and standards.
- 3.9. That Second Party shall raise the construction at the highest standard of quality. However, if any loss or damage will be caused to any third party or any prospective buyer due to lower quality of construction or


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for any omission or commission committed by Second Party during the course of construction, then only Second Party will be liable for that towards such affected party.

- 3.10. That the Second Party shall be free to transfer or assign its rights in the development of this complex on any terms to the Third Party, but subject to terms and covenants of allotment, Lease Deed & the agreement. Such Third party shall be bound by the terms of Lease Deed and the agreement. However, Second Party shall not completely transfer the development rights to Third Party and shall remain involved with the development of the project. Second Party shall only deal with the First Party and shall remain liable and responsible towards the First Party for the liabilities and responsibilities undertaken herein.
- 3.11. That the Second Party shall develop and construct at its own cost, the said plot of land as per the sanctioned plan, furnished, filed and obtained by the Second Party in the name of First Party.
- 3.12. That the First Party agrees in accordance with the terms and conditions of the agreement herein recorded to place the said plot of land at the complete disposal of the Second Party and all the powers and authority of the First Party as may be necessary for the development, construction and completion of the proposed commercial complex on the said area irrevocably vest with the Second Party.
- 3.13. That the Second Party shall for and on behalf of and in the name of the First Party apply to Authority, Government or otherwise, State or Central, and / or such other authorities as may be concerned in the

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matter for requisite permissions, sanctions and approvals for the development and construction of the proposed commercial complexes on the said plot of land in accordance with the applicable Laws and Bye-Laws.

- 3.14. That if during the construction, it will be felt that the construction plan needed to be modified, then the same shall be got modified from the appropriate authority in the name of First Party but at the cost of Second Party. If the changes shall be consequent to increase in FAR which will be for the benefit of both the parties, then both the parties shall bear the expenses of such modifications and the cost of increased FAR in their sale proceeds sharing ratios.
- 3.15. That the First Party undertakes irrevocably to constitute the Second Party and/or its nominee as its attorney to sign, execute and submit applications, documents and other relevant papers for getting permissions, approvals and sanctions from the various authorities and to do such acts, deeds and actions for and on behalf of the First Party as may be required to be done for the purpose of developing, constructing, completion of the complexes on the said plot of land, to sell and/or to enter into agreement to sell, Flat Buyer Agreement and / or execute and register sale-deed / Sub Lease Deed / Transfer Deed or such other documents of transfer in respect of the Flats and to receive advance/earnest money & consideration and also to obtain necessary clearance if need be under signatures of authorized person/director of the company. First Party hereby undertakes and assures the Second Party that it shall not revoke the power of attorney at least till the completion of commercial complex on the said plot of land and sale of entire constructed saleable area.

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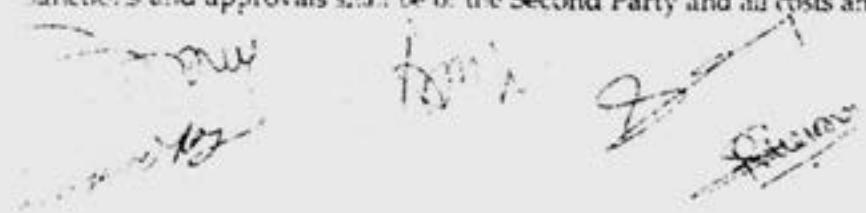
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3.16 That the relationship between the parties under this Agreement shall not be construed as partnership. None of the parties shall be agent of the other except for the purposes categorically provided under the agreement.

3.17 The Second Party shall only have the right to market and sale of areas/spaces/flats, showrooms/shops in the complexes and to accept the advance, consideration and issue receipts thereof from the intending buyer(s) in the name of project and the same shall be deposited in the escrow account.

3.18 That if the Second Party for any reasons whatsoever shall not be able to transfer the units falling to its share to its prospective buyers on the strength of General Power of Attorney executed by First Party for the purpose in favour of Second Party or its nominee, then the First Party shall be bound to execute the Transfer deeds in favour of buyers as recommended by Second Party without demanding any extra consideration for that. First Party shall render all help in this regard for smooth transfer of title to the prospective buyers.

3.19. That the Second Party shall develop, construct and complete the complex on the said plot of land at its own costs, expenses and resources after procuring the requisite permissions sanctions and approvals of all competent authorities and the First Party shall sign and execute the requisite plans, papers, documents, undertakings, affidavits, etc., and shall render all assistance as may be required by the Second Party to obtain such permissions sanctions and approvals pertaining to construction, development and completion of the complex on the said plot of land. The responsibility of obtaining the sanctions and approvals shall be of the Second Party and all costs and

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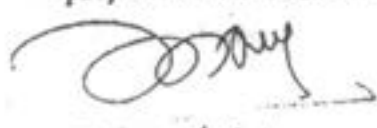




expenses involved in obtaining the requisite permissions, sanctions and approval from Government authorities shall also be borne and paid by the Second Party. Government Fees and charges shall be paid by the Second Party from its own sources without claiming any charge or liability from the First Party.

- 3.20. That the temporary installment of the power set ups for carrying out the construction work by the Second Party shall be obtained by it preferably in its own name, at its own expenses. If need be, it can be obtained in the name of the First Party but responsibility of the cost and bills of consumption shall be of Second Party.
- 3.21. That the Second Party shall have the absolute right to launch sales, book, lease, allot or transfer the saleable areas of the complexes developed on the said plot of land only after obtaining the necessary permissions and approvals. Launch or prelaunch of project by the Second Party shall be as per the rules and regulations of Noida Authority and State / Central Govt.
- 3.22. That in case the payment of Authority is not paid within five years as per the agreed terms by the second party then the penalty imposed by the authority against the defaulted amount of dues shall be borne and paid additionally by the Second Party, if any levied.
- 3.23. That the Second Party shall discharge the liability of its responsibilities towards its contractors, engineers, architects labour and suppliers. In case due to any acts done or are omitted to be done which required to be done or not to be done by the Second Party and not been done or been done by the Second Party due to which some damages/penalty/charge has been imposed by any

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governmental/non governmental authority on the said plot of land for the complex, then the Second Party shall only be liable to pay/reimburse whole of the said damages/penalty/charges.

- 3.24. That First Party has apprised the Second Party that it had made some commitments with some parties in respect of said plot of land and had accepted some token amounts, but deals did not materialize. First Party has undertaken that all such parties shall be taken care of and their claims will be satisfied on the responsibility of First Party. Second Party will make the required payment to the First Party for further payment to such parties and such payments shall be deducted from the allocation of proceeds to First Party.
- 3.25. That the First Party declares and assures the Second Party that the said plot of land is wholly free from all encumbrances, injunctions, gifts, liens, attachments, liabilities, tenancies, unauthorized occupations, claims and litigations, whatsoever except as stated above in preceding clause. The First Party further agrees and undertakes to extend its full support to Second Party to keep the said plot of land free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claims and litigations to maintain the title thereof absolutely free and saleable at all time hereof.
- 3.26. That the Second Party shall be free to undertake sales in respect of flats, offices, shops, showrooms etc. of commercial cum residential complexes built on the said plot of land and accept advance, earnest money, sale consideration or other payments/monies in the name of project and favoring escrow account after signing of this agreement.

3.27. That the First Party undertakes to execute all kinds of documents, deeds, applications, nominations, affidavits, undertakings in respect of development and construction on the said plot of land being assigned hereunder to the Second Party as & when may be desired or required by the Second Party for smooth completion of project and sale thereof.


3.28. That after the construction of complex on the said plot of land, Transfer Deeds or such other documents effecting the transfer of the Second Party's share in the said plot of land or any part thereof, shall be executed and duly registered in the name of the Second Party and / or its nominee/s which may include the intending Buyer(s) as may be desired by the Second Party and the First Party shall sign all such documents without any demur or protest. The Second Party shall be at liberty to sign, execute and register all deeds and documents for transfer of property on the strength of General Power of Attorney executed and duly registered in favour of the Second Party's nominee. The stamp duty and other expenses on execution and registration of the Deeds of transfer shall, however, be borne entirely by the Second Party or by Intending buyer(s). The Second Party shall have the right to accept the financial consideration and issue receipts thereof from the intending buyer(s) in the name of project favoring escrow account. The First Party shall ratify all such acts and deeds done by the Second Party in the name of the First Party.

3.29. That the Second Party shall be entitled to advertise about the project at its cost by distributing pamphlets, brochures, publishing advertisements in news papers, magazine and / or by putting sign-boards, neon-signs or such other modes of advertisement as the Second Party may deem fit, on the said plot of land or at other places,


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in any manner and thus it shall be entitled to invite prospective buyers / customers to the site. The Second Party shall be free to get the commercial complex approved from Banks and financial institutions in order to facilitate the financing for intending purchaser/s of Units.

- 3.30. That the First Party shall provide free of cost common services like roads, Sewer, Electricity Points and Water Pipes etc. till the nearest point touching / abutting the said plot of land assigned to second party for development. No external development charges shall be levied and general maintenance of the common areas (other than the area under possession of second party) shall be carried out and borne by the First Party without any extra charge from the Second Party or Commercial Space Buyers'
- 3.31. That after the completion of the construction and handing over the possession to the buyers of the project the maintenance of the project including the machinery, equipments, lifts, roads, common area, parks, etc. will be the responsibility of the Second Party and it shall be maintained by the Second Party or any of its appointed entity. First Party shall have no concern or objection to the maintenance by the Second Party and the First Party shall have no right to interference.
- 3.32. All cases of the First Party prior to the execution of the agreement shall be defended by the First Party itself and only first party shall be accountable for them.
- 3.33. That all costs of stamping, engrossing of this agreement and any other paper pertaining to this agreement shall be borne by the Second Party.

[Signature]
[Signature]

[Signature]

[Signature]

[Signature]

4) **NAME OF THE COMPLEX:**

4.1 Commercial Complex to be developed by the second party on the said plot of land being subject matter of this agreement shall be named and known as 'SPECTRUM @ METRO' Or by such names which may be changed from time to time by Second Party.

4.2 On completion of sale of 60% of saleable area of the project, AIMS MAX GARDENIA /Logo of the First Party shall be affixed jointly with the name of the project by the Second Party or its nominee everywhere on the buildings of the project and all over the plot of land.

5) **POSSESSION:**

5.1 That simultaneously on the execution of agreement, the exclusive possession of 60,000 Sq. Mts. of the said area for the purposes of construction, development and sale in terms of the agreement has been handed over by the First Party to the Second Party and the Second Party has accepted and taken over the possession of the same.

5.2 That the First Party agrees, confirms and assures that there is no possibility of any portion of the said plot of land getting lost due to defect in the title of the land and in case, any portion is lost for any reason whatsoever on account of conduct of the First Party, then the sale proceeds of area built on the balance land shall be shared between the parties. First Party shall not demand the share computed on the basis of entire land of commercial project.

5.3 That all the rights, facilities and right to construction outside or beyond the said plot of land which is subject matter of agreement shall be with first party only, Second party shall not have any right on it. The Second Party shall be entitled to raise boundary wall or fence in its demarcated area in accordance with designs and plans at its cost and expenses.

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manoj kumar *Shylu* *DS* *Rajiv*

6. SECURITY DEPOSIT

That the Second Party has paid the non-refundable security deposit of Rs. 1,01,00,000/- (Rupees One Crore One Lac Only) to the First Party as security deposit for performance of its part of obligation under this agreement in the following manner:

S.NO.	PARTICULARS	AMOUNT.
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1.		
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Total:

Receipt of which is hereby acknowledged by the First Party.

7. DIVISION AND UTILIZATION OF SALE PROCEEDS:

7.1 That the proceeds received against the bookings/sales and lease of saleable areas shall be deposited in the escrow account with the bank mutually agreed by both the parties with the instructions to transfer the 40% of the receipts to NOIDA authority on account of dues of First Party and 60% to the account of Second Party. This arrangement shall continue till the satisfaction/payment of entire dues of the Noida Authority on the Second Party. On payment of entire dues, the Second Party shall give in writing to the First Party that the dues of Noida Authority stand paid in full and the amount of its allocation be transferred to its own bank account. Then, both the parties shall instruct the bank accordingly.

[Signatures]

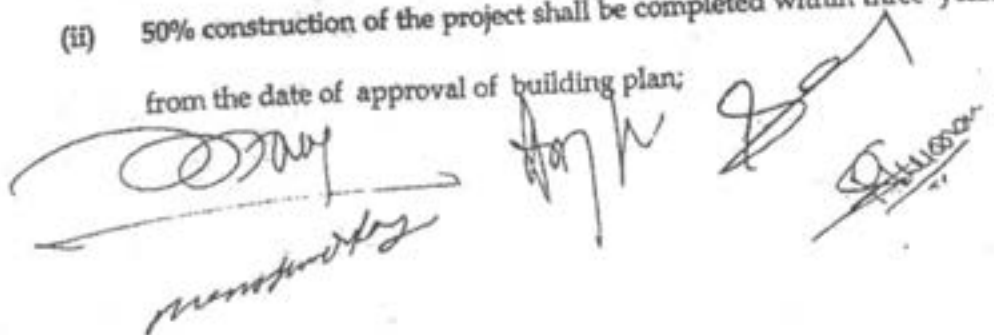
7.2. Area left unsold after satisfaction of the dues of the Noida Authority shall be shared by the parties in ratio of 40:60 as mentioned supra. Such area shall be shared proportionately on all the floors and all the towers of the complex. It shall be the choice of First Party either to share the area or to sell the same to the Second Party on the mutually decided price at that time.

7.3 The Second Party shall make maximum payment to the Noida Authority on account of First Party. Starting from 01.01.2016, Second Party shall make payment to Noida Authority, minimum of Rs. 200 Crore in the first year, Rs. 225 Crore in the second year, Rs. 250 crore each in the third and fourth year respectively and remaining balance in the fifth year. The commitment of minimum payment to the Noida Authority shall be fulfilled by the Second Party even if the required sales are not achieved. Second Party shall make the arrangement of such payment from its own resources and fulfill the commitment as a mandatory condition of this agreement.

8. PERIOD FOR COMPLETION OF PROJECT:

Construction of the Project shall be started at the earliest after approval of the plans and shall be completed within five years from the date of approval of plans in the following schedule:

- (i) 30% construction of the project shall be completed within two years from the date of approval of building plan;
- (ii) 50% construction of the project shall be completed within three years from the date of approval of building plan;



- (iii) 70% construction of the project shall be completed within four years from the date of approval of building plan;
- (iv) 100% construction of the project shall be completed within five years from the date of approval of building plan.

Second Party shall be free to complete the project \pm 12 months from the above schedule.

9. DEFINITIVE AGREEMENT

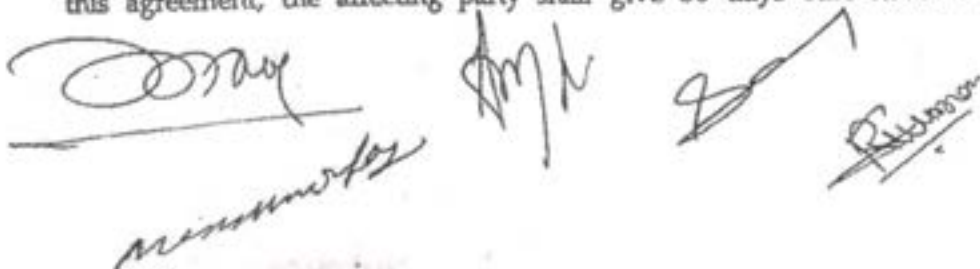
That this agreement records inter se obligations agreed among the parties and the rights, duties and obligations of the parties shall at all times be governed by agreement.

10. NOTICES:

All notices or other communications to be given under the agreement to any Party shall be made in writing and sent by letter or facsimile transmission, provided that the sender has received a receipt indicating proper transmission) or three (3) Business Days after being dispatched by courier or seven (7) Business Days after being deposited in the post, postage prepaid, by the speed post mail available and by registered mail if available (in the case of a letter) to such party at its address or facsimile number as such party may hereafter specify for such purpose to the others by notice in writing to both the parties at their respective registered offices.

11. CURE NOTICE

That in case of any default or breach of any of the terms and/or conditions of this agreement, the affecting party shall give 30 days cure notice to the

The block contains four handwritten signatures. From left to right: a signature that appears to be 'Omaya', a signature that appears to be 'Amk', a signature that appears to be 'Z...', and a signature that appears to be 'Rajm...'.

defaulting to cure such default/breach, failing which the non defaulting party/affected party shall be free to invoke the arbitration in terms of para 14 of this agreement.

12. WAIVER

The failure of any party to insist upon strict performance of any of the terms and provisions of the agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by any Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

13. SEVERABILITY

13.1 If any portion of this agreement shall be declared invalid by order, decree or judgment of a court of competent jurisdiction, this agreement shall be construed as if such portion had not been inserted herein except when such construction would constitute a substantial deviation from the general intent and purpose of the parties as reflected in the agreement.

13.2 That if there are any claims, demands, tax liabilities or any other court order whatsoever against the First Party it is a condition of this agreement that the work of development and / or completion of the said commercial complex and / or other matters incidental to this agreement shall not at any time during or after the completion be stopped, prevented, obstructed or delayed in any manner whatsoever by the First Party and / or any other person claiming rights under him.

The block contains four handwritten signatures. From left to right: a signature that appears to be 'D. Jay', a signature that appears to be 'Ajay K.', a signature that appears to be 'S.', and a signature that appears to be 'D. J. Wilson'.

14) MODIFICATION

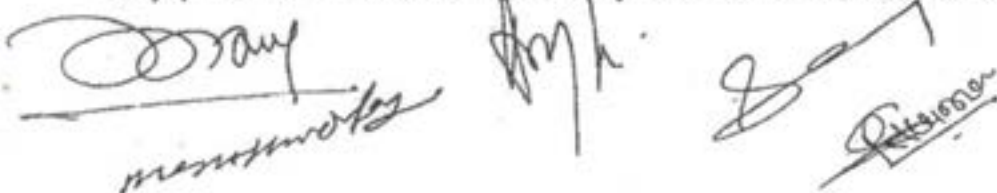
14.1 No modification, representation, promise or agreement in connection with the subject matter of this agreement shall be valid unless made in writing and signed by the parties.

14.2 That the Second Party shall construct maximum area as per current FAR allowed subject to subsequent increase/decrease in FSI/FAR by law or otherwise. Benefit of increase in FAR shall be shared by the parties in their sale proceeds sharing ratio.

15) INDEMNIFICATION:

15.1 That the title of First Party in the land is based on the terms of allotment ad lease deed executed in its favour by Noida Authority. It is presumed that all the material facts and the truthful history regarding the title of the land in question as acquired from Noida Authority under the above said lease deeds has been disclosed by the First Party to the Second Party and in case of any deficiency or loss of area on any account including cropping up of fresh material facts not disclosed by the First Party other than caused by the laws, orders, rules & regulations of Noida Authority, which is noticed, observed or comes to the knowledge of Second Party after the execution of this Agreement, then the First Party shall be responsible to indemnify the Second Party.

15.2 Each of the parties agree to indemnify and keep the other Party and their respective officers, directors, agents and employees (each, the "Indemnified Party") harmless from and against any and all claims, losses, liabilities,



obligations, damages, deficiencies, judgments, actions, suits, proceedings, Arbitrations, assessments, costs and expenses (including, without limitation, expenses of investigation and enforcement of this indemnify and reasonable attorney's fee and expenses) ("Damages"), suffered or paid by the Indemnified Party, directly or indirectly, as a result of or arising out of (i) the failure of any representation or warranty made by the indemnifying Party in this agreement or in any confirmation delivered pursuant hereto to be true and correct in all material aspects as of the date of this Agreement or (ii) a breach of any term or covenant by the indemnifying Party contained in this agreement. In case of any litigation arising with any person booking the unit due to any reason same shall be defended by the Second Party and it shall keep the First Party indemnified with regard to the same.

16. FORCE MAJEURE:

Any party who is, by reason of Force Majeure, unable to perform any obligation or condition required by this agreement to be performed and Second Party:

(i) shall complete the construction within a period of five years from the date of approval of plans The Second Party shall fulfill all its obligations six months prior to the completion of the construction and use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure as expeditiously as possible, terms of force majeure as incorporated in the lease deed shall apply mutatis mutandis.

[Handwritten signatures and initials]

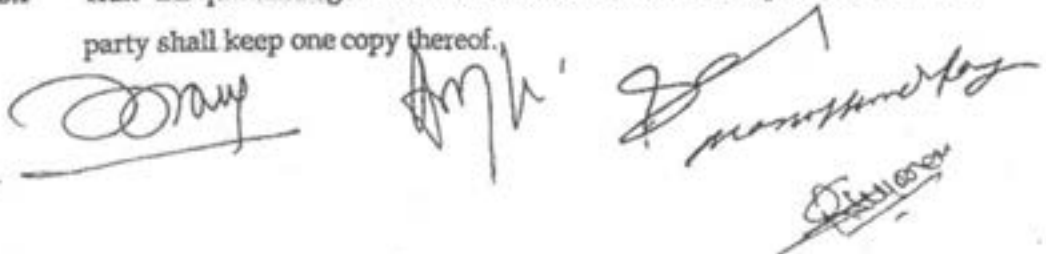
- (ii) shall resume performance as expeditiously as possible after termination of the Force Majeure or the Force Majeure has abated to an extent which permits resumption of such performance; and
- (iii) shall notify the other Party when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur.

17. RESOLUTION OF DISPUTES/DIFFERENCES

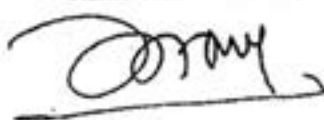
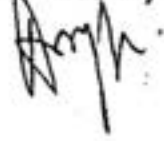

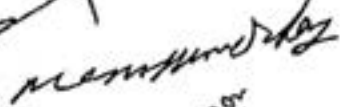

- 17.1 That all or any dispute or differences between the parties in respect of agreement or interpretation thereof or their relationship shall be tried to be resolved by mutual discussions.
- 17.2 If difference will not be resolved mutually, then the same shall be referred for arbitration under the provisions of Arbitration and Conciliation Act, 1996 subject to jurisdiction of courts in Delhi and High Court of Delhi. The venue of arbitration shall at New Delhi/Delhi and the language shall be English subject to jurisdiction of courts at Delhi/New Delhi only.
- 17.3 That all the expenses of arbitration proceedings shall be borne by the both the parties in their in their built up area sharing ratios.
- 17.4 But it is clearly understood that construction, development work of the commercial complex and marketing and sale of built up/saleable areas shall not be stopped or stayed in any case even during the pendency of the arbitration proceedings.

18. MISCELLANEOUS

- 18.1 That the present agreement shall be executed in duplicate and each party shall keep one copy thereof.



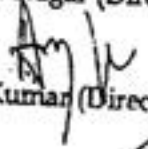
- 18.2 That all originals in respect of the said property except the permissions, approvals and sanctions necessary for the construction work, shall be at all times held by the First Party but it shall be under the obligation to allow the inspection and verification at all reasonable times in case of need and requirement of Second Party.
- 18.3 That both the parties undertake that they shall not change their Directors & shareholding and in case they do so they shall inform each other in writing and do everything to safeguard the interest of the other party.
- 18.4 That the Second party shall at all times ensure that construction has been raised as per sanctioned plan and there is no deviation from the sanctioned plan and which can only be changed if so approved in writing by the First Party.
- 18.5 That all costs, stamp duty, registration fee and other charges leviable in respect of any Transfer Deed of the said plot of land or any portion thereof including this agreement shall be borne by the Second Party or its nominees or prospective flat buyers as the case may be.
- 18.6 That the lease rent for the said plot of land to be paid yearly or one time as per rules of the Noida Authority shall be paid by the First Party.
- 18.7 That the tax liabilities pertaining to the income and receipt shall be borne by the parties as per their respective shares.
- 18.8 That in case any works contract Tax (VAT)/ Service Tax, Cess, Levy or any other statutory tax liability, penalty shall arise or shall/ may be imposed by the Government, Semi Government or any other competent authority in future due to any action or omission of the First Party pertaining to the period prior to signing of this Agreement, then the same shall be borne by the First Party to the total exclusion of Second


   



IN WITNESS WHEREOF, the parties have signed this AGREEMENT on the date, month and year first above written in the presence of witnesses.

M/s. Aims Mx Gardenia Developers Pvt. Ltd.


Mr. Malook Nagar (Director)

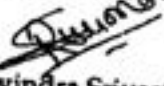

Mr. Ajay Kumar (Director)


Mr. Sanjeev Kumar (Director)


Mr. Manoj Kumar Ray (Director)

FIRST PARTY

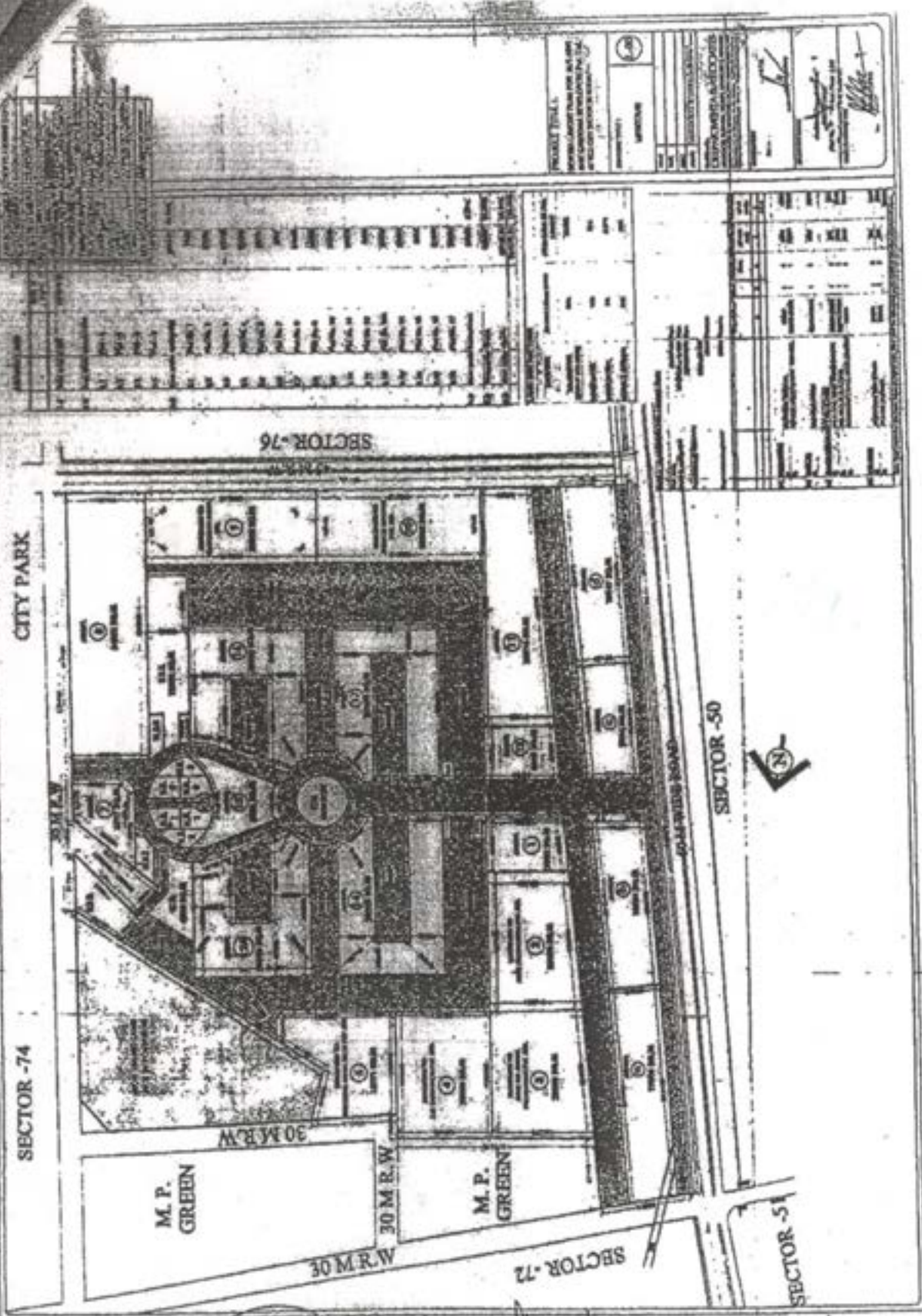
M/s Blue Square Infrastructure LLP


(Ravindra Srivastava)
Designated Partner
SECOND PARTY

WITNESSES:

1.

2.



PROJECT DATA

PROJECT NAME: [illegible]
 LOCATION: [illegible]
 DATE: [illegible]
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]
 APPROVED BY: [illegible]

Copy of map submitted by [illegible]