



उत्तर प्रदेश UTTAR PRADESH

EG 688329

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and executed on this 18th day of October, 2018 ("Execution Date") at Noida BY AND BETWEEN:

Logix Infratech Private Limited, a company incorporated under the provisions of the Companies Act, 1956 having its registered Office at 301-A, World Trade Tower, Barakhamba Lane, Connaught Place, New Delhi - 110001, represented by Mr. Davender Mohan Saxena duly authorised *vide* board resolution dated 04.09.2018 (hereinafter referred to as the "**Company**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

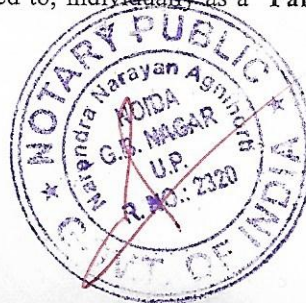
AMA Towers LLP, a limited liability Partnership Firm having its office at F-1, 1st Floor, Plot No.1, Kilokri, Maharani Bagh, New Delhi 110065, represented by one of its designated Partner, Mr. Amit Lalit Kapoor duly authorised (hereinafter referred to as the "**Developer**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

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

WHEREAS:

For LOGIX INFRA TECH PVT. LTD.

Authorised Signatory



- A. The Company is the absolute and lawful owner of land admeasuring 100112.19 sq.mtrs. situated in Plot No. GH -01, Sector 143, Noida, District Gautam Budh Nagar ("**Land**") by virtue of lease deed dated 22.09.2010 ("**Lease Deed**") executed between the Company and New Okhla Industrial Development Authority ("**Noida Authority**"). The Land is more specifically detailed in **Schedule – 1** hereto that has been allotted for the development of the Group Housing Scheme.
- B. As per the Scheme, a portion of the Land as per attached Site Plan after leaving setback of 25 mtrs. in the front and 9 mtrs. on the side as per Noida Authority (hereafter called the "**Land Parcel**"), specifically as detailed in Schedule 2 of this Agreement, shall be used for the development of High Street Retail Project (Commercial) ("**Project**"), as part of the 1% of permissible FSI allowed towards commercial activity to be developed on the Land.
- C. The Developer has represented to the Company that it has the requisite experience, financial and technical expertise and capacity to deliver upon its obligations and responsibilities contained herein and provide the Management and Development Services (*as defined herein*) with respect to the Project.
- D. The Company has assured the Developer that the said Land Parcel is free of encumbrances and that all statutory obligations till date are met and thus would like to offer the development rights on said Land Parcel, inclusive of commercial FSI of 2753 sq.mtrs. (1% of permissible FSI, as applicable) to the Developer for the development.
- E. The Developer has approached the Company to provide services with respect to management, construction, implementation, marketing and sale of the commercial units under the Brand Name of the Developer forming part of the Project as detailed in **Schedule – 2**, and based on the representations of the Developer contained herein, the Company has agreed to appoint the Developer to provide the Management and Development Services subject to the terms and conditions contained herein.
- F. The Parties are now desirous of executing this Agreement for setting forth and recording the terms, conditions, rights and obligations with respect to the Management and Development Services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS

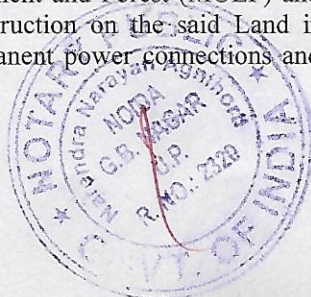
1. DEFINITIONS

In this Agreement, unless the contrary intention appears, the following words and expressions shall have the following meanings:

- 1.1. "**Agreement**" or "**this Agreement**" shall mean this Agreement (including all schedules and annexures hereto) and as amended, supplemented or replaced or otherwise modified mutually in writing in accordance with the provisions contained herein;
- 1.2. "**Applicable Law**" shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, by-law, approval from the Authority/ies (*defined hereunder*), government resolution, order, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India;
- 1.3. "**Approval(s)**" means any and/or all approvals, authorizations, permits, licenses, registrations, permissions, consents, clearances, no objection certificates, entitlements, licenses, rulings, exemptions, variances, declarations or regulations etc., required to be obtained including from the Authority/ies (*defined hereunder*) for the Project including designing, developing, constructing and completing the Project and any clearances and conversions that may be necessary for such sanction but including the approval/permission from Ministry of Environment and Forest (MOEF) and/or PCB clearances for the commencement of the development and construction on the said Land including without limitation environmental clearances, temporary and permanent power connections and all other approvals and/or

For LOGIX INFRA TECH PVT. LTD.

Authorised Signatory



permissions from any other statutory or governmental or semi-governmental Authority whether state or central, required for purposes of commencing construction and development activity;

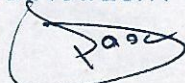
- 1.4. **"Authority/ies"** means any concerned Authority that may/shall grant Approvals in connection with the Land Parcel and/or the Project and/or any matter envisaged herein as also any government (including but not limited to Central Government or Government of Uttar Pradesh, or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, or any other government authority including but not limited to Noida Authority, RERA Authority, Panchayat, other Local or Public Bodies and Planning Authorities, State Pollution Control Board, Central Pollution Control Board, Ministry of Environment and Forests (MOEF), Ministry of Urban Development, State Fire & Emergency Services Department and any other bodies, relevant statutory, State and Central Government Authorities, agencies, departments, boards, commissions or instrumentalities or any political subdivisions thereof, and any court or tribunal of competent jurisdiction and any governmental or non-governmental self-regulatory organization, agency or authority; having jurisdiction over the Project, or the transaction contemplated hereby;
- 1.5. **"Brand Name"** shall have the meaning ascribed to it in Clause 4.6 of this Agreement;
- 1.6. **"Management and Development Services"** mean the services as specified in **Schedule - 3** to be provided by the Developer subject to and in accordance with the terms of this Agreement;
- 1.7. **"Marketing"** shall mean all forms of advertising and promotion of and any other form of dissemination of information about the Project to the public for the sale/transfer/disposal of the units/apartments in the Project, through any medium, mode or format, including whether through print media, television, online, digital, electronic, audio, visual, signboards, billboards, letterheads, fee receipts, deposit receipts, promotional material and brochures or through channel partners, brokers, participation in the exhibitions, roadshows, etc., or otherwise;
- 1.8. **"Project Receivables"** shall mean the entire sale proceeds, advance, allotment money, rent, lease rentals, license fees and/or other receivables/collections to be realized from all the concerned persons, including the buyer(s), transferee(s), allottee(s), lessee(s), sub-lessee(s), tenant(s) and/or licensees of the Project and/or any portion or unit thereof, pursuant to any application(s), agreement(s), document(s) and/or contract(s) for, inter alia, sale, transfer, allotment, assignment, development, lease, sub-lease, renting and/or license of the Project and/or any portion or unit thereof;

2. INTERPRETATION

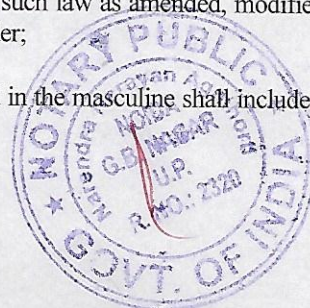
In this Agreement (unless otherwise specified):

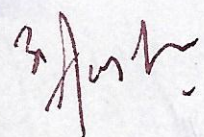
- 2.1. references to any document, agreement or contract are to that document, agreement or contract as amended, modified or supplemented from time to time in accordance with its terms;
- 2.2. references to a Recital, Clause or Schedule are to a recital, clause or schedule of or to this Agreement and a reference to a Sub-clause or Paragraph is to a sub-clause or paragraph of the Clause or Schedule in which it appears;
- 2.3. whenever the words **include**, **includes** or **including** are used, they will be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import;
- 2.4. the expressions **'hereof'**, **'herein'**, **'hereto'** and/or similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular Clause or Sub-Clause in which such expression appears;
- 2.5. references to an individual include such person's estate and personal representatives;
- 2.6. any reference to any law shall include a reference to such law as amended, modified or re-enacted from time to time, and any rule or regulation promulgated thereunder;
- 2.7. expressions in the singular will include the plural and in the masculine shall include the feminine and neuter and vice versa;

For LOGIX INFRA TECH PVT. LTD.



Authorised Signatory





- 2.8. the headings in this Agreement are for convenience only and do not affect its construction or interpretation;
- 2.9. the Recitals and Schedules form an integral part of this Agreement; and
- 2.10. time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence. When any number of days is prescribed herein, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day does not fall on a Holiday, in which case the last day shall be the next succeeding day which is a business day.

3. APPOINTMENT OF DEVELOPER

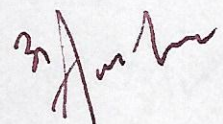
- 3.1. The Company hereby appoints the Developer to provide the Management and Development Services in relation to the Project (High Street Retail Project (Commercial)) as described in this Agreement on the Land Parcel, and the Developer hereby accepts such appointment and agrees to perform the Management and Development Services in compliance with Applicable Laws and the terms of all Approvals obtained/to be obtained in relation to the Project, together with its responsibilities and obligations under this Agreement. The Company has, simultaneously with the execution hereof provided access of the Land Parcel to the Developer for providing the Management and Development Services as provided under this Agreement and exercising its rights contained hereunder.
- 3.2. The Management and Development Services to be provided by the Developer and referred to hereinabove are more particularly described in **Schedule - 3** hereunder. It is expressly acknowledged and confirmed by the Parties that **Schedule - 3** forms an integral part of this Agreement, and all obligations and responsibilities of the Developer shall be determined in accordance therewith.
- 3.3. In pursuance to the foregoing, wherein the Company has provided the development rights of the said Land Parcel, inclusive of commercial FSI of 2753 sq.mtrs. (1% of permissible FSI, as applicable) to the Developer; the Developer shall pay a purchase consideration ("**Purchase Consideration**") of Rs. 12,50,00,000/- (Rupees Twelve Crores Fifty Lakhs only) for the FSI/ development rights of the said Land Parcel to the Company as agreed to between the Parties.
- 3.4. The Company acknowledges the receipt of Rs. 1,00,00,000/- (Rupees One Crore only) being the initial payment made by the Developer towards the Purchase Consideration at the time of execution of the Memorandum of Understanding dated 15th October 2018 executed between the Parties.
- 3.5. The Parties have agreed that the reminder Purchase Consideration shall be paid in Tranches as detailed herein in the Table below -

Stages of Payment	Agreed Timelines for payment of Purchase Consideration	Amount and Mode of Payment
Tranche 1	Immediately on execution of the Memorandum of Understanding	Paid INR 1,00,00,000/- vide cheque and the Company acknowledges the receipt of the payment herein.
Tranche 2	Within 6 months from date of this Agreement	Payment of INR 5,75,00,000/- amount of the Purchase Consideration to the Company as agreed with the Developer in this Agreement: The proceeds received from the sale of the developed units in the Project RERA Account will be paid as per RERA to the Company. If there is any shortfall in the payment of Purchase Consideration in this Tranche from the Project Receivables, the Developer shall make the necessary arrangement and will pay the remaining amount to the Company as agreed between the Parties within the stipulated timelines as agreed herein in this Agreement.
Tranche 3	Within 12 months from the	Remaining amount of INR 5,75,00,000/- of the

For LOGIX INFRA TECH PVT. LTD.



Authorised Signatory

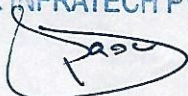


	date of this Agreement	<p>Purchase Consideration.</p> <p>The remaining amount shall be paid to the Company from the proceeds received on the sale of the developed units that is in the Project RERA Account will be paid as per RERA to the Company. If there is any shortfall in the payment of the remaining Purchase Consideration in this last Tranche, the Developer shall make the necessary arrangement and will pay the remaining amount to the Company as agreed between the Parties within the stipulated timelines as agreed herein in this Agreement.</p>
--	------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

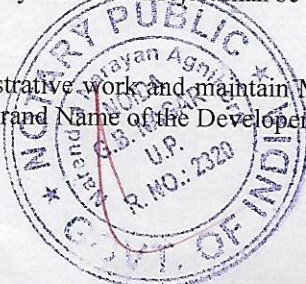
4. **RIGHTS AND OBLIGATIONS OF THE DEVELOPER**

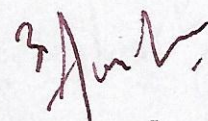
- 4.1. The Developer shall perform the Management and Development Services during the Term (*as defined herein*) of this Agreement. The Developer shall exercise utmost skill, care and diligence in the performance of the Management and Development Services.
- 4.2. The Developer shall be solely responsible for implementation, completion and handover of the Project and saleable area thereto to the customers as per the timeline agreed under the Customer Documents (*as defined herein*) and Applicable Laws. In case of breach of any obligations of the Developer envisaged herein, then any consequence attributable to such breach shall be solely to the account of the Developer, to the exclusion of the Company.
- 4.3. The Developer shall be solely responsible with respect to any and all litigations, claims, proceedings, etc. in any forum whatsoever by any vendor, customer, or other contractor, or any third party associated with the construction and development of the Project arising out of the Developer's performance or failure to perform the Management and Development Services and any other obligations of the Developer contained herein.
- 4.4. **Approvals and Construction:**
 - (a) The Developer shall obtain all necessary Approvals, *inter alia*, environmental Approvals and registration under Real Estate (Regulation and Development) Act, 2016 and the rules framed thereunder ("**RERA**"), for and on behalf of the Company, as may be required in relation to the Project and shall hold, maintain and keep valid the same at all times. The Developer shall at all times during the Project lifecycle ensure compliances with all such Approvals and shall be solely responsible for any penalty / interest associated with non-compliance of the same.
 - (b) The Developer shall be responsible for construction and development of the Project and the Developer hereby undertakes to develop the Project in accordance with and in adherence to the terms of the Approvals and Applicable Law.
 - (c) The Developer shall utilize, at its own cost and expense, its own manpower, employees, sales and marketing team, CRM, security guards, accounts team, business development team, architect, designer, planner, liaison team, labour, etc. for provision of the Management and Development Services and marketing as under the Brand Name of the Developer who shall not in any manner whatsoever be deemed to be associated or employed by the Company and they shall have no recourse whatsoever to the Company.
- 4.5. **Sales:**
 - (a) The Developer will facilitate the sale of the units in the Project including preparation of legal documents including allotment letters, application forms, agreements for sale, sale deeds and/or such other writings as may be required ("**Customer Documents**"). Sale / lease of any unit in the Project shall be subject to minimum sale price and other terms prevalent in the market.
 - (b) The Developer shall carry out all administrative work and maintain MIS as may be required for the sales and marketing of the Project under the Brand Name of the Developer.

For LOGIX INFRA TECH PVT. LTD.



Authorised Signatory





- (c) The Developer shall execute the Customer Documents pertaining to each unit in the Project. All costs and expenses in facilitating the preparation, finalisation of Customer Documents and other formalities for commencement and completion of the transaction for sale / lease/ license or any other arrangement in relation to the Project shall be borne by the Developer.

4.6. **Marketing and Brand Name:**

- (a) The Developer shall have the sole and exclusive rights for Marketing of the Project and the Company shall not at any time during the Term of this Agreement enter into any agreement for marketing activities in respect of the Project in any manner whatsoever. All costs and expenses pertaining to Marketing and sales of the Project shall be borne solely by the Developer.
- (b) The Parties agree to brand the Project as 'Corner Walk' ("**Brand Name**"). The Brand Name and the manner of depiction of the Brand Name shall be finalized by the Developer.
- (c) The Developer shall consider and decide the policies on all matters relating to marketing, sale and for promoting the Project. The Developer shall ensure, as far as practicable that such marketing and policies thereof are in the best interest of both the Parties. The Developer will provide personnel for the purposes of Marketing and to manage site sales.
- (d) All Marketing collaterals including the finalization of hoardings, brochures, pamphlets, website content, etc. to be used for the Marketing of the Project shall be decided by the Developer.

5. **RIGHTS AND OBLIGATIONS OF THE COMPANY**

- 5.1. The Company shall be entitled to seek and the Developer shall be obligated to provide such MIS comprising of data pertaining to sales and collections at such reasonable intervals as may be decided by the Company.
- 5.2. The Company shall co-operate and assist the Developer in execution of the Project and shall execute all necessary documents as may be requested by the Developer till the extent of its obligations as agreed to in this Agreement and facilitate all statutory approvals, clearances and registrations which are required in the name of the Company without any financial/ legal obligations on the Company.

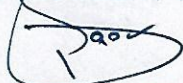
6. **PROJECT BANK ACCOUNTS**

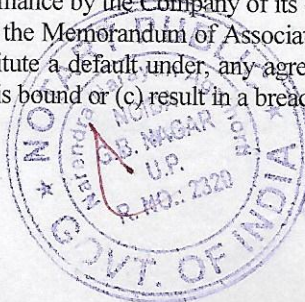
- 6.1. All the Project Receivables shall be deposited in a Project RERA Account opened in the name of the Project. The Project shall open such sub-accounts as may be decided with respect to the Project, in compliance with all Applicable Laws including RERA. The said Project RERA Account shall have standing instructions as per the Escrow mechanism to ensure the Purchase Consideration is paid as per clause 3.5. as agreed in this Agreement.
- 6.2. The Developer shall make payment of the Purchase Consideration as agreed in clause 3.5 of this Agreement from the Project Receivables to the Company.
- 6.3. The Developer shall ensure that all Customer Documents clearly provide that the Project Receivables are to be deposited in the Project RERA bank account(s) opened and operated in terms of this Agreement for the Project.

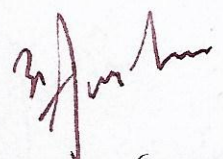
7. **REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

- 7.1. The Company hereby represents, warrants and undertakes to the Developer that:
- (a) The Company is a company, duly incorporated and validly existing and in good standing under the laws of India, and has full corporate power and authority to carry on its business as is currently being carried on.
- (b) The execution and delivery of, and the performance by the Company of its obligations under this Agreement will not, (a) result in a breach of any provision of the Memorandum of Association or Articles of Associations of the Company; (b) result in a breach of, or constitute a default under, any agreement, license or other instrument to which the Company is a party or by which it is bound or (c) result in a breach of any order, judgment or decree of any Governmental Authority or court.

For LOGIX INFRA TECH PVT. LTD.


Authorised Signatory





- (c) The Company has clear and marketable title to the Land and Land Parcel free from encumbrances and is entitled to develop the Project on the Land Parcel.
- (d) This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation on the Company, enforceable against the Company in accordance with its terms.

7.2. The Developer hereby represents and warrants to the Company that:

- (a) The Developer is a partnership firm, duly incorporated and validly existing and in good standing under the laws of India, and have full corporate power and authority to carry on its business as is currently being carried on.
- (b) The execution and delivery of, and the performance by the Developer of its obligations under this Agreement will not, (a) result in a breach of any provision of the partnership deed of the Developer; (b) result in a breach of, or constitute a default under, any material agreement, license or other instrument to which the Developer is a party or by which it is bound or (c) result in breach of any order, judgment or decree of any Governmental Authority or court.
- (c) This Agreement has been duly executed and delivered by the Developer and constitutes a legal, valid and binding obligation on the Developer, enforceable against the Developer in accordance with its terms.
- (d) The Developer shall run and manage its business and operations in accordance with Applicable Laws, so as to ensure that no claims arise against the Project and/or the Project Receivables.
- (e) The Developer shall duly observe and conform to all Applicable Laws, terms of the Approvals, all requirements of governmental and regulatory Authorities pertaining to provision of the Management and Development Services and keep the Company indemnified in this regard.
- (f) The Developer shall adhere and comply with all other covenants provided under this Agreement.
- (g) The Developer shall comply with all labour laws and other Applicable Laws with respect to the personnel engaged for the purpose of construction, development, marketing under the Brand Name of the Developer, sale, and ancillary activities related to the Project, and the Company shall not be responsible for the same.

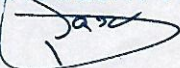
8. SAFETY AND STATUTORY COMPLIANCES

- 8.1. The Developer shall solely be liable for all statutory compliances, including environmental law related compliances, compliance with safety requirements and any such other compliance required under Applicable Laws for or in connection with the execution of the Project. The Company shall have no obligations or liabilities of any nature whatsoever in this regard.
- 8.2. The Developer shall take all reasonable and proper steps for protecting, securing, lighting and guarding all places on or about the said Land Parcel and / or the Project which may be dangerous to any person on the said Land Parcel and / or the Project or to any member of the public and maintain at its costs sufficient lights, guards and fencing, where necessary or required by any Authority or Applicable Laws for the safety and convenience of all persons on the said Land Parcel and / or the Project and members of the public.
- 8.3. The Company shall, at its own cost and expense, be entitled to conduct periodic safety and quality audit of the Project.

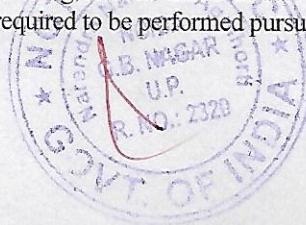
9. INDEMNITY

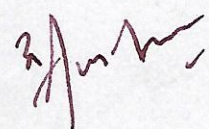
- 9.1. Each Party ("**Indemnifying Party**") hereby agrees to indemnify the other Party ("**Indemnified Party**") from and against any and all damages, losses, liabilities, obligations, claims of any kind, interest or expenses (including without limitation, attorney's fees and expenses) suffered, incurred or paid, directly or indirectly by the Indemnified Party as a result of, in connection with or arising out of any breach or inaccuracy of any of the representations or warranties made by the Indemnifying Party under this Agreement or any breach of, deviation from or default in respect of any covenant or agreement made under this Agreement or failure to perform (whether in whole or in part) any obligation required to be performed pursuant to this Agreement.

For LOGIX INFRA TECH PVT. LTD.



Authorised Signatory





- 9.2. The Developer hereby agrees to indemnify the Company and its affiliates, employees, directors, etc. from and against any and all damages, losses, liabilities, obligations, claims of any kind, interest or expenses (including without limitation, attorney's fees and expenses) suffered, incurred or paid, directly or indirectly by the Company as a result of, in connection with or arising out of any (a) non-compliance of Applicable Law or any of the Approvals in connection with the Project, (b) any misrepresentation or misleading information stated in any marketing collaterals / advertisements or Customer Documents pertaining to the Project, or (c) delay, default or breach in providing the Management and Development Services and commencing and completing the Project.

10. COMMENCEMENT

- 10.1. The Agreement shall come into force on and from the Execution Date and shall continue to remain in force until the obligations with respect to the Project are fully satisfied in terms of the Approvals, Lease Deed and the Project is handed over to the relevant buyers' association ("Term").

11. DISPUTE RESOLUTION MECHANISM

- 11.1. In the event a dispute or difference arises in connection with the interpretation or implementation of this Agreement, the Parties shall attempt at the first instance to resolve such dispute through amicable negotiations. If the dispute is not resolved through amicable negotiations within a period of 30 (thirty) days from the date of commencement of discussions or such longer period as the Parties agree in writing, then either Party shall refer the dispute to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time, and the award made in pursuance thereof shall be final and binding on the parties.
- 11.2. The Parties shall appoint a sole arbitrator to adjudicate the disputes that have arisen, by mutual consent. In the event the Parties fail to appoint the sole arbitrator within 10 (ten) days from the date of reference of matter to arbitration by either Party, then the sole arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be New Delhi. The arbitration proceedings shall be in the English language.
- 11.3. During the period of submission of arbitration and thereafter until the granting of the award, the Parties shall continue to perform all their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- 11.4. This Agreement shall be governed by the Laws of India. The Courts at New Delhi shall have exclusive jurisdiction for any matters arising in relation to this Agreement.

12. ASSIGNMENT

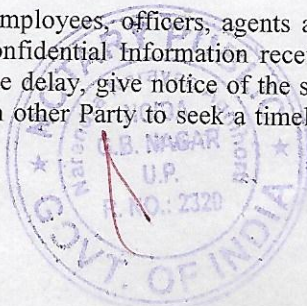
- 12.1. The Developer shall not be entitled to assign its rights and obligations contained in this Agreement without the prior written consent of the Company.

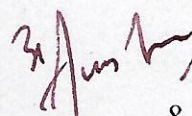
13. CONFIDENTIALITY

- 13.1. During the Term of this Agreement and for a further period of 1 (One) year following termination of this Agreement, each Party undertakes, subject to Applicable Laws, to treat all material information provided by the other Party and its employees, servants, officers, agents, representatives, etc., acting pursuant to this Agreement and any information not publicly known, used in or otherwise relating to the other Party's business, customers, or financial or other affairs (collectively "Confidential Information") as strictly confidential and shall not, without the prior written agreement of such Party, disclose or otherwise make any public or private announcement in respect thereof. Each Party receiving Confidential Information from the other Party agrees to be responsible for any breach of this Agreement by its personnel. Neither Party shall use the Confidential Information to procure a commercial advantage over the other.
- 13.2. In case any Party or any of its servants, employees, officers, agents and representatives, etc. become legally compelled to disclose any such Confidential Information received from the other Party, such Party shall promptly, and without any undue delay, give notice of the same to the other Party and shall provide sufficient time so as to permit such other Party to seek a timely and appropriate relief. If such

For LOGIX INFRA TECH PVT. LTD.


Authorised Signatory




8

relief cannot be obtained, the Party being compelled to make disclosure shall only make disclosure of that which is legally required and no more, and shall promptly inform the other Party, details of all such disclosures made by the disclosing Party.

- 13.3. The obligations contained in this Clause shall not apply to any Confidential Information which is at the date of this Agreement within or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement or to any disclosure of any Confidential information that is required by Applicable Law or court order or the lender.

14. **FURTHER ASSURANCES**

- 14.1. Each Party covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, each Party shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

15. **WAIVER**

- 15.1. Any term or condition of the Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of that Party waiving such term or condition.
- 15.2. No waiver by any Party of any term or condition of the Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of the Agreement on any future occasion.
- 15.3. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of the Agreement.
- 15.4. All remedies either under the Agreement or under any Applicable Laws or otherwise afforded, will be cumulative and not alternative.

16. **AMENDMENTS AND MODIFICATIONS**

- 16.1. This Agreement and the Schedules hereto together constitute a complete and exclusive understanding of the terms of agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by both the Parties hereto and evidenced in writing.

17. **NOTICES**

- 17.1. All notices, demands or other communications required to be given or made hereunder shall be in English language, in writing and delivered personally or sent by registered or certified mail or by private courier, or e-mail, addressed to the intended recipient thereof at its address given below or to such address as any Party may, from time to time, notify to the other Parties:

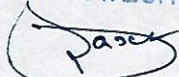
To the Company:

Attention: Mr. Davender Mohan Saxena
Address: A 4 & 5, Sector 16, Noida 201301
Telephone: 0120- 4366000
Email: devender@logixgroup.in

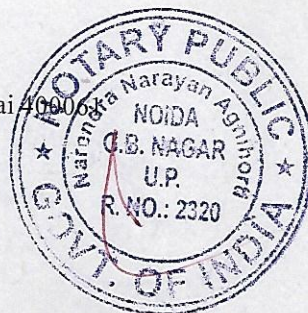
To the Developer:

Attention: Mr. Amit Lalit Kapoor
Address: 88, Aram Nagar, Versova, Mumbai 400006
Telephone: [•]
Email: [•]

For LOGIX INFRA TECH PVT. LTD.



Authorised Signatory





17.2. Any such notice, demand or communication shall be deemed to have been duly served if given personally, on delivery thereof to the address of the recipient with acknowledgement of receipt, or if served by (i) registered or certified mail shall be deemed to have been served five (5) clear business days after it is posted, (ii) private courier shall be deemed to have been served one (1) clear business day after it is couriered, or (iii) email shall be deemed to have been served on the date of transmission. If normal mail service is interrupted by strike, slow-down, force majeure or other cause after any notice has been sent by registered or certified mail such notice shall not be deemed to be received until actually received. Evidence that the package containing the notice or document was properly addressed, stamped and put in the post shall be conclusive evidence of posting.

18. SEVERABILITY

18.1. Each and every obligation under the 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. To the extent that any provision or provisions of the Agreement are unenforceable they shall be deemed to be deleted from the Agreement and any such deletion shall not affect the enforceability of the remainder of the Agreement not so deleted provided the fundamental terms of the Agreement are not altered. Any invalid or unenforceable provision of the Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid and unenforceable provision.

19. COUNTERPARTS

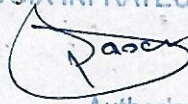
19.1. This Agreement shall be executed in two or more counterparts each of which shall constitute the original but all of which when taken together shall constitute one and the same Agreement. Each Party shall retain one counterpart.

20. STAMP DUTY & REGISTRATION CHARGES

20.1. Stamp duty and registration charges and other charges payable, if any, in respect of this Agreement shall be borne and paid by the Developer.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands to this writing on the day and year first hereinabove written.

For Company **INFRA TECH PVT. LTD.**

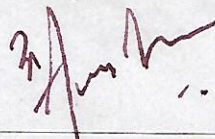


Authorised Signatory

Name:

Designation:

For Developer



Name: **AMIT KAPOOR**

Designation:

Witnesses:

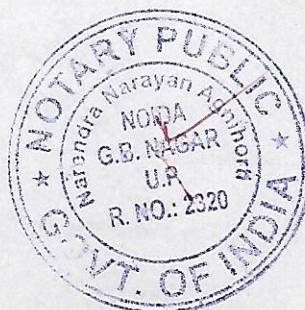
1. Harish Chander Singh Rawat
1449/M-3 Durga Puri Loni Road,
Shahdara Delhi - 110093.

Harish Chander Singh
Rawat

2. Rampul Singh
B-25/2A Sector 19
NOIDA

ATTESTED

Narender Narayan Agnihotri
Advocate (Notary)
R. No.: 2320
NOIDA G. B. NAGAR



[illegible]

AREA CHART

[illegible][illegible]

...of
... ..
... ..

Proposed Group Housing Building on
PLOT NO. - 68 - 01, SECTOR - 145, NCR/DA
ROH - LOGIX INFRA TECH PVT. LTD.

SUBMISSION DRAWING

SITE PLAN

SCALE 1:100 & 1:200 DATE

JOB NO. 1102 DRG. NO. 01

ARCHITECTS SIGN

R.N.Gupta & Associates

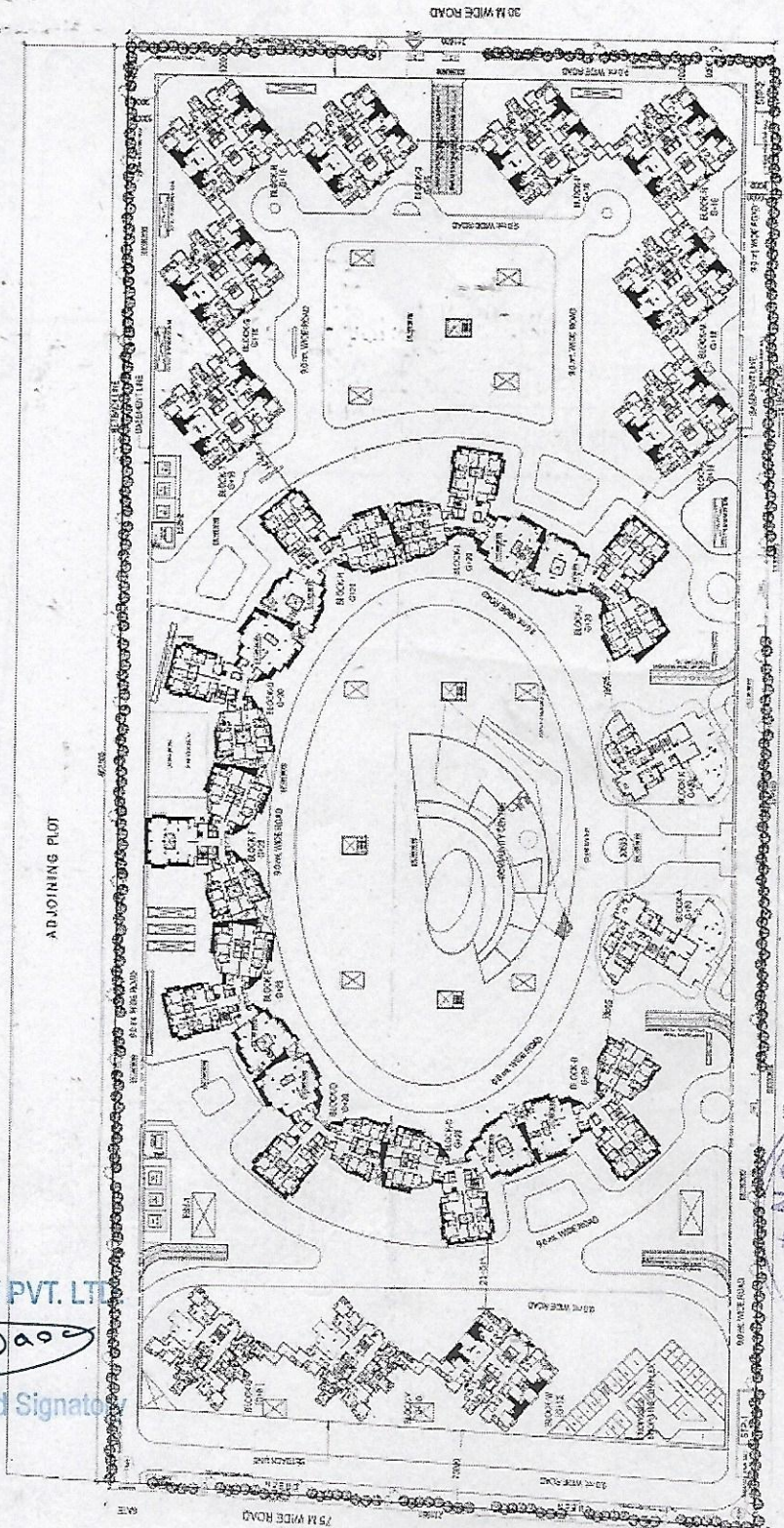
Consulting Engineers, Architects & Valuers

E-1, Sector-55, Noida

phones - (412) 258-2224, 258-2773

Fax - (412) 432-1558

www.mcafee.com



SITE PLAN

45 M WIDE ROAD

For LOGIX INFRATECH PVT. LTD.

Authorised Signatory



BLOCK-V
 SCHEDULE 2
 Description of the Land Parcel of the Project
 Site Plan

2
 GREEN AREA

BLOCK-W
 G+10

9.0 mt. WIDE ROAD

22814

SETBACK LINE

25000

6.0 M WIDE ROAD

LOGIX SURFACE PARKING

6.0 M WIDE ROAD

LOGIX SURFACE PARKING

46215

PROPOSED AREA FAR SHOPPING COMPLEX

44787

LOGIX SURFACE PARKING

6.0 M WIDE ROAD

DN TO BASEMENT

48763

9.0 mt. WIDE ROAD

150MM HIGH COMP. WALL

SITE PLAN

For LOGIX INFRA TECH PVT. LTD.

[Signature]

Authorised Signatory



[Signature]

SCHEDULE - 3
Management and Development Services

The Developer shall be responsible for the execution, implementation, development, construction and marketing under the Brand Name of the Developer, sale, management, and handover of the units in the Project. The illustrative list of services to be provided by the Developer is as follows:

1. Exclusive rights to develop at its sole and absolute discretion at its own cost and expenses.
2. Exclusive mortgage rights of the Land Parcel.
3. Unrestricted right of access of the Land Parcel.
4. Market/sell the inventory in the Project.
5. Obtain separate electricity connection for the Project.
6. All future statutory compliances and liabilities associated with the Land Parcel.
7. All Liabilities arising on account of any construction, development activities or sale of inventory that is done on the Land Parcel.
8. Ensure Compliance to all RERA guidelines in relation to the Project.
9. Ensure adherence to Approvals granted by requisite authorities and Noida Authority.
10. Ensure adherence to the provisions of the original Lease Deed with NOIDA.
11. Appointment of architect, engineer, chartered accountant, vendors, suppliers, contractors, and other agents as may be required for the construction and development of the Project.
12. Procurement of raw materials and other equipment including but not limited to cement, steel, etc.
13. Preparation of design brief for architect / consultants.
14. Pre-qualification of Architect and Consultants.
15. Development of Concept Plan & Space program development.
16. Preparation of Detailed budget with value engineering including specifications and material sampling.
17. Preparation of Sanction drawings.
18. Development of Sales and Marketing collaterals.
19. Undertaking site visits for customers.
20. CRM maintenance for managing leads, prospects and customers including payment reminders and collections from sales.
21. Pre-qualification of Contractors & Vendors.
22. Management of Tender Process.
23. Preparation of PO / WO / Change Orders and Contract Management.
24. Monitor and review of material procurement and quality.
25. Preparation of detail construction schedule with monthly targets.
26. Establishment of quality control system and procedures.
27. Monitoring quality of construction and certification of quality at every stage.
28. Preparation of MIS and other reports as required.
29. Final settlement with all contractors on completion of Project.
30. Statutory Approvals / Clearances.

For LOGIX INFRA TECH PVT. LTD.



Authorised Signatory

