

# INDIA NON JUDICIAL

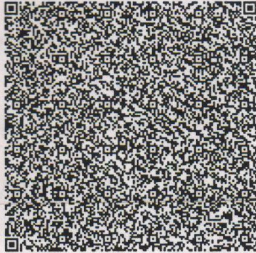
## Government of National Capital Territory of Delhi



सत्यमेव जयते

### e-Stamp

Certificate No. : IN-DL77214032628685L  
Certificate Issued Date : 09-Feb-2013 04:54 PM  
Account Reference : IMPACC (IV)/ dl719703/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL71970354066327351511L  
Purchased by : SAHA INFRATECH PRIVATE LIMITED  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : SAHA INFRATECH PRIVATE LIMITED  
Second Party : Not Applicable  
Stamp Duty Paid By : SAHA INFRATECH PRIVATE LIMITED  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



Please write or type below this line

### AGREEMENT TO SELL

This Agreement to Sell (this "Agreement") is made on this the 30<sup>th</sup> April, 2013:

### BY AND BETWEEN

**LOGIX CITY DEVELOPERS PRIVATE LIMITED**, a private limited company incorporated under the Companies Act, 1956 and having its registered office at 85 Ground Floor, World

For Logix City Developers (P) Ltd Page 1 of 5

Director

For SAHA INFRATECH PRIVATE LIMITED  
  
Director/ Auth. Signatory

#### Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"

Trade Centre, BaraKhamba Lane, New Delhi, India through Mr. Vikram Nath (hereinafter referred to as the "**Owner**", which expression shall, unless the context otherwise specifies, mean and include its successors, permitted assigns, legal representatives and all those claiming through them);

AND

**SAHA INFRATECH PRIVATE LIMITED**, a company incorporated in accordance with the provisions of the Companies Act, 1956 and having its registered office at D-669 LGF, Chitranjan Park, New Delhi-110019 through Mr. Ashok Kumar Sirohi (hereinafter referred to as the "**Joint Developer**", which expression shall, unless the context otherwise specifies, means and includes its successors, permitted assigns, legal representatives and all those claiming through them).

*(The Owner and the Joint Developer shall hereinafter be referred to collectively as the "Parties" and individually as the "Party").*

**WHEREAS THE** Owner and the Joint Developer had executed a joint development agreement whereby the Owner had authorised the Joint Developer to undertake the construction and development of certain towers/blocks/buildings by utilizing the 7,00,000 sq.ft FSI (the "**Joint Development Agreement**") on an identified parcel forming part of the Plot No. GH-02, situated in Sector - 143, District Gautam Budh Nagar, ad-measuring 1,00,080.98 square meters.

**AND WHEREAS** as per the terms of the Joint Development Agreement, the Joint Developer is required to develop, construct and handover 1,000,00 (One Lakh) sq. ft. of the developed area to the Owner (the "**Owner's FSI Allocation**") within a period of 5 years.

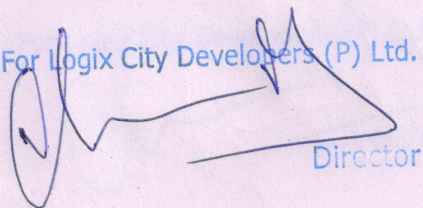
**AND WHEREAS** the Parties acknowledge that the Owner cannot undertake the marketing and/or sale of the Owner's FSI Allocation till the completion of the construction and handing over of possession of the Owner's FSI Allocation to the Owner.

**AND WHEREAS** in the aforementioned premises, the Owner on account of its financial needs is desirous of monetizing its share of the FSI. The Joint Developer has agreed to purchase the Owner's FSI Allocation on the terms and subject to the conditions detailed hereinafter.

**NOW THIS AGREEMENT WITNESSETH AS UNDER:**

- 1) That the Recitals hereto shall form an integral part of this Agreement. Words used in the capitalized and not defined herein shall have the same meaning ascribed to them in the Joint Development Agreement.

For Logix City Developers (P) Ltd.



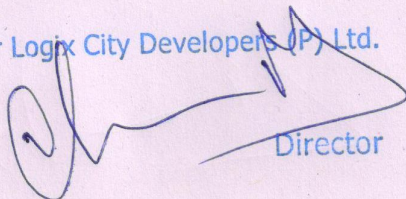
Director

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For SAHA INFRATECH PRIVATE LIMITED  
  
Director/ Auth. Signatory

- 2) That the Joint Developer hereby has agreed to purchase the Owner's FSI Allocation from the Owner for a total consideration of Rs. 15,00,00,000/- (Rupees Fifteen Crores Only) on or before June 30, 2013(the "**Consideration**").
- 3) That the Joint Developer has already discharged the Consideration and the Owner hereby acknowledges receipt of the same.
- 4) The Owner hereby acknowledges that the Owner now has no right or interest left in the Owner's FSI Allocation, which may be used and disposed off by the Joint Developer in the same manner and with the same rights that the Joint Developer has over the Joint Developers FSI Allocation granted under the terms of the Joint Development Agreement. If so required by the Joint Developer the Owner shall execute all such agreements including a power of attorney to enable the Joint Developer to perfect its interest in the Owners FSI Allocation.
- 5) That the Owner hereby agrees to cooperate in the execution of all documents with the prospective buyer(s) and / or third parties and /or banks with respect to the Owner's FSI Allocation as may be required from time to time.
- 6) That the present Agreement is being executed at New Delhi and all payments shall only be payable at New Delhi.
- 7) That the stamp duty payable on the present Agreement shall be paid by the Joint Developer.
- 8) That any notice, letter or communication to be made, served or communicated unto any of the Parties under these presents will be deemed to be duly made, served or communicated only, if the notice or letter or communication is addressed at the address shown above or changed address as may be intimated by the said Party.
- 9) The failure of any party to insist upon a strict performance of any of the terms and provisions of this 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.
- 10) 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.

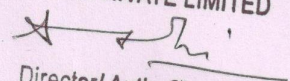
For Logix City Developers (P) Ltd.



Director

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For SAHA INFRATECH PRIVATE LIMITED



Director/ Auth. Signatory

- 11) That 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.
- 12) That in case of any dispute, difference, etc. between the Parties emanating out of the terms of this Agreement, same shall be referred for arbitration and shall be arbitrated by a Sole Arbitrator, who shall be appointed by the parties jointly. The language for arbitration shall be English and the venue shall be Delhi. The proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- 13) That the courts at Delhi shall alone have the jurisdiction to entertain any dispute between the parties.

Name: Vikram Nath  
Authorized Signatory

[SIGNATURE PAGE FOLLOWS]

In the presence of

By: Vikram Nath  
Name: Vikram Nath  
Address:  
SAHA INFRATECH PRIVATE LIMITED  
SAHA INFRATECH PRIVATE LIMITED  
Name: Vikram Nath  
Authorized Signatory

In the presence of

For Logix City Developers (P) Ltd.  
Director

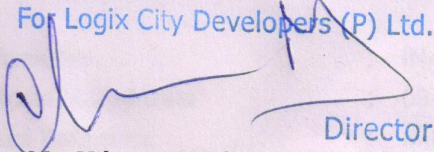
For SAHA INFRATECH PRIVATE LIMITED  
Director/ Auth. Signatory

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

SIGNED AND DELIVERED BY:

**LOGIX CITY DEVELOPERS PRIVATE LIMITED**

For Logix City Developers (P) Ltd.



Director

Name: Mr. Vikram Nath  
Authorised Signatory

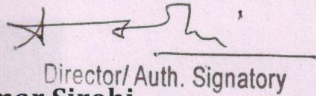
In the presence of

By: *Riya Kaul*  
Name: *Riya Kaul (Legal Officer)*  
Address:

*Neeraj Kaul*  
(Architect)

**SAHA INFRA TECH PRIVATE LIMITED**

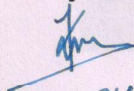
For SAHA INFRA TECH PRIVATE LIMITED



Director/ Auth. Signatory

Name: Mr. **Ashok Kumar Sirohi**  
Authorised Signatory

In the presence of

  
**KAUSHIK MOITRA**  
C2/39, Safdarjung Development  
Area, New Delhi - 110016