

85 Ground Floor, World 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 Sirahi (hereinafter referred to as the "Joint Developer", which expression shall, unless the context otherwise specifies, mean and include 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").

WITNESSETH:

WHEREAS the New Okhla Industrial Development Authority (NOIDA), District Gautam Budh Nagar is the sole owner of the Plot No. GH-02, situated in Sector - 143, District Gautam Budh Nagar, ad-measuring 1,00,080.98 square meters (hereinafter referred to as the "Plot");

AND WHEREAS NOIDA has vide a registered lease deed dated June 8, 2011 granted the lease hold rights over the Plot to the Owner for a period of 90 years (the "Lease Deed"). The Lease Deed is registered with the Sub-Registrar, Noida, as Document No. 4971 on 08/06/2011, in Book No. 1, Volume No. 2537, on page nos. 251 to 286 and is annexed to this Agreement as **Schedule A**;

AND WHEREAS pursuant to the Lease Deed the Owner is the sole lessee of the Plot and has complete development rights over the Plot. The Owner is developing and constructing residential flats/ buildings, facilities and the infrastructure in the name and style of 'Logix Blossom Zest' on the area of the Plot as marked in **Schedule B** attached hereto on the Plot (the "Owner's Development");

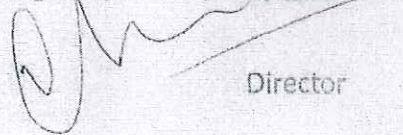
AND WHEREAS the Joint Developer is engaged in the business of developing real estate and has acquired considerable expertise to plan, develop and construct real estate projects;

AND WHEREAS the Owner, considering the representations of the Joint Developer that it has the necessary skill sets, experience, finances and personnel for real estate projects has agreed to appoint the Joint Developer to develop the Project (as defined hereinafter) on the Subject Land in terms of this Agreement;

AND WHEREAS the Owner on or about the time of this Agreement is also entering into a joint development arrangement with **DREAM PROCON PRIVATE LIMITED**, a company incorporated in accordance with the provisions of the Companies Act, 1956 and having its registered office at 702-704, d Mall, Netaji Subhash Place, Pitampura, New Delhi for the joint development of certain towers/development on the area of the Plot marked in 'Blue' color in the plan annexed with this Agreement as **Schedule C**.

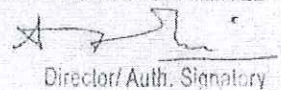
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For Logix City Developers (P) Ltd.



Director

For SAHA INFRATECH PRIVATE LIMITED



Director/ Auth. Signatory

inflows of the Joint Developer arising from the Project, including the entire sale proceeds, consideration, fees, rent, lease rentals, license fees and/or any other receivables received/to be received by the Joint Developer pursuant to, *inter alia*, any agreement(s), contract(s) for/of sale, transfer, lease, rent assignment and/or encumbrance of the Project (or any portion thereof); all revenues, income and other amounts (including without limitation, any cash benefits, interest and cash subsidies) owing to, receivable and/or received by, the company. Provided however, the term "receivables" shall not include tax payments.

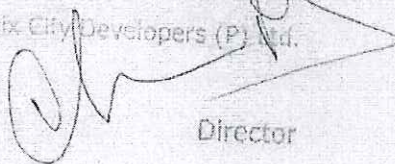
"Subject Land" shall mean that area of the Plot on which the Project is to be developed and which is more particularly highlighted in red on the map annexed herewith and marked as **Schedule E**.

1.2 Interpretation

- 1.2 In this Agreement, unless the context requires otherwise:
- 1.2.1 reference to the singular includes a reference to the plural and vice versa;
- 1.2.2 reference to any gender includes a reference to all other genders;
- 1.2.3 reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;
- 1.2.4 reference to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation; and
- 1.2.5 reference to any article, clause, section, schedule, annexure or appendixes, if any, shall be deemed to be a reference to an article, a clause, a section, schedule or appendix of or to this Agreement.
- 1.3 Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.
- 1.4 Any word or phrase defined in the body of this Agreement as opposed to being defined in Clause 1 above shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.
- 1.5 If any provision in Clause 1 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 1.6 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day.
- 1.7 The rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof shall not apply.
- 1.8 The schedules, annexure, appendixes, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement.
- 1.9 Reference to a "person" includes (as the context requires) an individual,


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For Logix City Developers (P) Ltd.



Director

For SAHA INFRA TECH PRIVATE LIMITED


Director/ Auth. Signatory

- receipt of which is hereby acknowledged by the Owner (the "First Tranche");
- (ii) Rs 13,36,00,000/- (Rupees Thirteen Crores Thirty Six Lakhs) to be paid on or before February 28, 2013 (the "Second Tranche");
 - (iii) Rs 13,36,00,000/- (Rupees Thirteen Crores Thirty Six Lakhs) to be paid on or before March 30, 2013 (the "Third Tranche"); and
 - (iv) Rs. 13,36,00,000/- (Rupees Thirteen Crores Thirty Six Lakhs) to be paid on or before April 30, 2013 (the "Fourth Tranche")
 - (v) Rs.13,36,00,000/- (Rupees Thirteen Crores Thirty Six Lakhs) to be paid on or before May 31, 2013 (the "Fifth Tranche")
 - (vi) Rs 13,36,00,000/- (Rupees Thirteen Crores and Thirty Six Lakhs) to be paid on or before June 30, 2013 (the "Sixth Tranche").
- (b) The Joint Developer shall provide to the Owner 1,00,000 (One Lakh) sq.ft of the developed/built up FSI in the Project out of the total 65031.58 SQ.MTS. (FSI 7,00,000 SQ. FT.) out of the total permissible FAR alongwith the proportionate rights to use the common areas of the Project (the "Owners FSI Allocation").

3.1.2 Joint Developers Allocation

The Joint Developer shall be entitled to 6,00,000 (Six Lakh) sq.ft of the developed/built up FSI in the Project alongwith the proportionate rights to use the common areas of the Project (the "Joint Developers FSI Allocation").

The Parties shall upon approval of the building plan for the Project agree upon a floor-wise apportionment of the built-up area in proportion to their respective entitlements.

- 3.2 The Second and Third Tranches (the "Outstanding Non-refundable Security Deposit") payable to the Owner by the Joint Developer shall be secured in favour of the Owner in the manner enumerated under Clause 6 hereinafter.
- 3.3 That in case of any delay in payment of the respective tranche to the Owner under clause 3.1.1(a), the Joint Developer shall additional pay an interest of 24 % to the Owner for the delayed period upon the amount which is payable at that stage/tranche.

4. NOIDA DEFERRED PAYMENT

- 4.1 From the date 12th December, 2012 the payment of the lease premium and interest as enumerated under the Lease Deed to Noida, relating to the FSI of 65031.58 SQ.MTS. (FSI 7,00,000 SQ. FT.) out of the total permissible FAR shall be payable by the Joint Developer. The Joint Developer shall make all such payment in conformity and as per the payment schedule given in the Lease Deed.
- 4.2 Upon the instructions of the Owner, the Joint Developer shall deposit the installment of the Noida Deferred Payment to the Owner on or before 7

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For GIGIX CITY DEVELOPERS (P) LTD.

Authorised Signatory

For SAHA INFRA TECH PRIVATE LIMITED

Director/ Auth. Signatory