considerations/charges payable by the prospective buyer(s) to the Joint Developer in relation to the Project. Further, the Joint Developer shall ensure that all bookings, allotment or any other arrangement entered for allotment/sale of the dwelling apartments, parking spaces etc. in the Project should be in compliance of all the bye-laws, rules and regulations as may be notified by the NOIDA or under any other laws.

9.2 The Joint Developer shall be entitled to develop, construct and market the Project under its brand, and as such shall be entitled to use the same on all promotional material including print and publicity material relating to the Project. However, the Owner shall not claim any right on such branding.

9.3 The Joint Developer shall exclusively be entitled in its sole discretion to establish terms of allotment / sale of the flats to be constructed in the Project and to enter into any Memorandum of Understanding to sell / Flat Buyer's Agreements or any other such agreement, understanding etc. with prospective buyer(s) for sale/transfer of the same together with the proportionate interest and undivided share in the Plot. The Owner, if required in law, agrees and undertakes to sign the Flat Buyer's/ Memorandum of Understanding or any such agreement, as a confirming party, to confirm such transaction.

10. REPRESENTATIONS & WARRANTIES

10.1 The Parties hereby represent and warrant to each other that:

(a) they have the full power, authority and legal right to enter into and engage in the transactions contemplated by this Agreement and have taken or obtained all necessary corporate and other action to authorize the due execution, delivery and performance of this Agreement and have duly executed and delivered this Agreement;

(b) neither the execution of this Agreement nor the performance by the Parties of any of their respective obligations hereunder will conflict with or result in a breach of any provisions of their respective memorandums and articles of association or other similar constituent documents or law, regulation, judgment, order, authorization, agreement or obligation or document binding on or applicable to the Parties;

(c) all consents, approvals, permissions, authorizations or requirements required from any government authority or from any other persons for or in connection with the creation, execution, validity and performance of this Agreement have been obtained and are in full force and effect; and

(d) no steps have been taken or threatened for their liquidation, winding-up or dissolution or insolvency or for the appointment of a receiver, trustee or similar officer in respect of any of their assets; and

(e) no term and/or conditions of the Lease Deed has been breached nor shall any act or omission to act be committed which results in the breach of any of the terms and/or conditions of the Lease Deed.

10.2 The Owner hereby represents and warrants to the Joint Developer that:

(a) The Plot had been mortgaged to ICICI Bank and no other charge

For Logix City Developers (P) Ltd.

Director

For SAHA INFRATECH PRIVATE LIMITED

Director/Auth. Signatory

has been created over the Plot.

(b) The Subject Land and/or the said FSI of 7,00,000 sq. ft. is fully unencumbered marketable, saleable and there is no impediment in the execution of this Agreement and/or there is no lien, charge, mortgage, attachment, litigation, dispute, claim, call options or any other agreement(s) related to the Subject Land and/or said FSI of 7,00,000 sq. ft. other than as provided specifically in this Agreement.

(c) The Owner shall continue to deposit the lease installments payable under the Lease Deed.

11. INDEMNITY

11.1 Each Party (the "**Indemnifying Party**") agree to indemnify and keep the other Party and their respective officers, directors, agents and employees (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 indemnity and reasonable attorney's fees 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 agreement or covenant by the Indemnifying Party contained in this Agreement.

11.2 The Joint Developer further provides a specific indemnity to keep indemnified and hold harmless the Owner against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise against the Owner on account of:

(a) any delay in completion of the development of the Project caused at the instance of or attributable to the Joint Developer;

(b) any failure on the part of the Joint Developer to discharge its liabilities and/or obligations under this Agreement; and/or

(c) on account of any act(s) of omission(s) or commission(s) or misrepresentations or for breach of any obligations, representation and warranties made under this Agreement.

12. NOTICES

12.1 Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the other Party; (ii) if sent by prepaid courier service, airmail or registered mail, within five (5) Business Days of being sent; or (iii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given hereunder shall be addressed to the address as given by a Party in this Agreement.

for Logix City Developers (P) Ltd.

Director

For SAHA INFRATECH PRIVATE LIMITED

Director/ Auth. Signatory

12.2 Any Party hereto may change any particulars of its address for notice, by notice to the others in the manner aforesaid.

13. CONFIDENTIALITY

This Agreement, its existence and all information exchanged between the Parties under this Agreement shall not be disclosed to any person by the Parties. The Parties shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any confidential information of the other Party. Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to the confidential information. The obligations of confidentiality do not extend to information which:

(a) is disclosed to employees, legal advisers, auditors and other consultants of a Party provided such persons have entered into confidentiality obligations similar to those set forth herein;

(b) is disclosed with the consent of the Party who supplied the information;

(c) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information;

(d) is required to be disclosed pursuant to Applicable Laws or is appropriate in connection with any necessary or desirable intimation to the Government of India; or

(e) is generally and publicly available, other than as a result of breach of confidentiality by the Person receiving the information.

14. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed and interpreted by, and construed in accordance with the laws of India. Subject to Clause 15 below, the courts at New Delhi shall have the territorial jurisdiction over the subject matter of this Agreement.

15. DISPUTE RESOLUTION

In the event any dispute or difference arises out of or in connection with the interpretation or implementation of this Agreement, or out of or in connection with the breach, or alleged breach of this Agreement, such dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. The arbitration tribunal shall consist of sole arbitrator, to be mutually appointed by the Parties. The arbitration shall be held at New Delhi in the following manner:

(a) All proceedings in any such arbitration shall be conducted in English;

(b) The arbitration award made by the sole arbitrator shall be final and

For Logix City Developers (P) Ltd.

Director

For SAHA INFRATECH PRIVATE LIMITED

Director/ Auth. Signatory