

binding on the Parties and the Parties agree to be bound thereby and to act accordingly; and

(c) The award shall be in writing.

16. MISCELLANEOUS

- 16.1 **No Partnership:** Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties; and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.
- 16.2 **Independent Rights:** Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.
- 16.3 **Variation:** No variation of this Agreement (including its Schedules) shall be binding on any Party unless such variation is in writing and signed by each Party.
- 16.4 **Assignment:** No rights or liabilities under this Agreement shall be assigned by the Joint Developer without the prior written approval of the Owner.
- 16.5 **Waiver:** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- 16.6 **Severability:** If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.
- 16.7 **Costs:** Each Party will bear their own costs and expenses (including legal costs and expenses) incurred in relation to the negotiation, preparation and execution of this Agreement. This Agreements shall be registered with the concerned Sub-Registrar. The stamp duty and / or the registration fee and/or any similar charges to be paid, if any, shall be borne solely by the Joint Developer.
- 16.8 **Supersession:** Except as otherwise agreed between the Parties, this Agreement constitutes the entire agreement between the Parties as to its subject matter and supersedes any previous understanding or agreement on such subject matter between the Parties.
- 16.9 **Government Approval:** All the obligations of the Joint Developer under this Agreement are subject to Applicable Laws and receipt of approvals from the government authorities, if so required under any Applicable Laws.
- 16.10 **Transfer of Property Act:** Nothing contained in this Agreement shall be deemed to be an agreement of sale under Section 53-A of the Transfer of

Page 16 of 18

For Logix City Developer (P) Ltd.

Director

For SAHA INFRA TECH PRIVATE LIMITED

Director/ Auth. Signatory

Property Act. Further the Parties agree and acknowledges that nothing in this Agreement shall be deemed to be a conveyance or sale or transfer of any right, title or interest of the Plot or the Subject Land from the Owner to the Joint Developer save and except as otherwise provided in this Agreement. The title in the Plot and/or the Subject Land shall continue to be with the Owner and the same shall vest in the name of the Owner.

16.11 Counterparts: This Agreement or any amendments thereto may be executed in several counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

16.12 Specific Performance: In the event of breach by either Party, the other non-defaulting Party shall be entitled to specific performance of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For Logix City Developers (P) Ltd.

Page 17 of 18

Director

For SAHA INFRA TECH PRIVATE LIMITED

Director/ Auth. Signatory

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

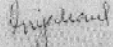
SIGNED AND DELIVERED BY:

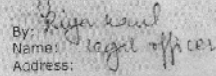
LOGIX CITY DEVELOPERS PRIVATE LIMITED

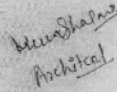
For 

Name: Mr. Vikram Nath Director
Authorised Signatory

In the presence of

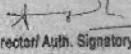


By: 
Name: legal officer
Address:


Architect

SAHA INFRA TECH PRIVATE LIMITED

For SAHA INFRA TECH PRIVATE LIMITED


Director/ Auth. Signatory

Name: Mr. Ashok Kumar Birohi
Authorised Signatory

In the presence of



By: KAUSHIK MOITRA
Name:
Address: C2/39, Safdarjung Development
Area, New Delhi - 110062