

SALE DEED

This Sale Agreement (the “Agreement”) is entered into and executed on this the day of (Month)(Year) at Nava Raipur Atal Nagar, Raipur, Chhattisgarh.

BETWEEN

Nava Raipur Atal Nagar Vikas Pradhikaran (NRANVP), a special area development authority constituted under **Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973**, represented by its **Chief Executive Officer**, and having its office at **Paryavas Bhawan, North Block, Sector 19, Nava Raipur Atal Nagar (C.G.)- 492002** hereinafter referred to as “**Authority**” or “**NRANVP**” or “**Seller**” which expression shall, unless it be repugnant to the context or meaning thereof, include its Administrator successors and assigns, represented through Smt. Sangita Agrawal, Manager (Estate), W/o Mr. Dinesh Agrawal, aged 42 years of the **FIRST PART**;

AND

....., **Age 48 years S/o** Resident of Raipur (C.G), having PAN No. ----- (hereinafter referred to as the “**Purchaser**” for purchase of bare Carpet area, which expression shall, unless repugnant to the meaning or context thereof, mean and include its heirs, successors in interest, permitted assign), of the **SECOND PART**.

Seller and Purchaser above are hereinafter individually and collectively referred to as “**Party**” or “**Parties**” respectively.

WHEREAS THAT:

1. The Seller, Nava Raipur Atal Nagar Vikas Pradhikaran (NRANVP) is a Special Area Development Authority constituted under Section 65 of Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973 (No. 23 of 1973) and is the nodal agency for omprehensive development of Nava Raipur Atal Nagar.
2. The seller “NRANVP” is absolutely seized and possessed or otherwise well and sufficiently entitled to the piece or parcel of the land, which is free from encumbrances, situated on plot no **F-03** admeasuring **8480.32** square meter (Approx.) at Sector 21, Central Business District, Atal Nagar more particularly described in **Schedule-I** hereunder (hereinafter referred to as “**Property**”) where it has developed “High Street Retail Complex’ (hereinafter referred to as the “**Project**”).
3. For the Project, the Authority has applied and obtained sanctioned plan for construction from Town & Country Planning Development, Raipur, Chhattisgarh vide letter no 9352 and 12350 dated 25/06/2014 and 11-10-2021 Respectively.
4. The seller has invited application for sale of the the said built up unit vide application no/R-07/PRJ/NRDA/....., dated as prescribed under Chhattisgarh Vishesh Kshetra (Achal Sampatti ka Vyayan) Niyam, 2008 (“**Niyam 2008**”),
5. The application for allotment of the said built up unit has been accepted by the seller and allotment letter has been issued on date for the sale and transfer of the unit bearing unit no having a carpet area of **Sq.ft.** on High Street Retail Complex, which is part of the Project situated on the Property and accordingly the Parties are executing this Deed on the terms and conditions mentioned hereunder”
6. The Purchaser acknowledges that the Seller has provided all the information and clarifications as required by the Purchaser and that the Purchaser has relied on its own judgment and investigation in deciding to enter into This Deed and to purchase the Unit and has not relied upon or been influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by Seller, its selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Unit or the Project in which the Unit is located. No oral or written representations or statements shall be considered to be a part of This Deed and that this Deed is self-contained and complete in itself in all respects.
 - a) For the said Unit, the Purchaser has paid a Total Sale Consideration of (**..... Only**) on the Carpet Area.
7. The Purchaser has inspected the Project site on which the Unit is developed including the present layout plan, location plan, ownership record etc. and all other

documents relating to the title, competency and all other relevant details and the Purchaser hereby confirms that the it is fully satisfied in all respect including Seller's right, title and interest on the Property and/or the Project on which the said Unit is developed.

8. The Purchaser has paid the Seller the following amounts details of which are mentioned below:

Details of Built up space offered to on Retail Complex, Sector-21		
S.N.	Unit No Detail	
	Unit no.	Carpet area (Sq.ft)
	Base Rate (INR/ sq.ft)	
	Sale Consideration	
	Lease Consideration	
2	Basic Sale Price (1 year Payment Plan) including PLC @ 5% (INR/ sq.ft)	
3	Total Electricity Connection Charge (INR) @29700/200 sq.ft	
4	GST@18% on Electricity Connection Charge	
5	Total Electricity Connection charge including GST	
6	surcharge with GST	
7	Premium Amount with GST	
8	Annual Lease rent@INR 7/sq.ft./annum	
9	GST@18% on Annual Lease rent	
10	Annual Lease rent including GST	
	Total Amount Payable (2+5+6+7+10)	
	Paid vide MR no. 2024/10044	
	Paid vide MR no 312/30148	
	Paid vide MR no 387/38616	
	Total Made Payment	

9. The Purchaser hereby confirms to the Seller that the Purchaser is signing This Deed with full knowledge of all the laws, rules, regulations, notifications including the Chhattisgarh Vishesh Kshetra (Achal Sampatti ka Vyayan) Niyam, 2008 (“**Niyam 2008**”), etc., as may be applicable to the Property, said Project and the Unit therein and the terms and conditions contained in this Deed, and the Purchaser has clearly understood its rights, duties, responsibilities, obligations under each and all of the clauses of this Deed, and the Seller relying on the confirmations, representations and assurances of the Purchaser to faithfully abide by all the terms, conditions and stipulations contained in This Deed has accepted in good faith to allot/sell the Unit and is now willing to enter into This Deed on the terms and conditions appearing hereinafter.
10. It shall be the sole responsibility of the Purchaser to get the registration of This Deed done with the competent authority within 15 (fifteen) days from the date of This Deed and pay at its own cost, bearing all the expenses on stamp duty, registration charges, cost of map and any other charge applicable at the time of registration.

NOW THEREFORE THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

I. DEFINITIONS & INTERPRETATIONS

II. Definitions

In This Deed, unless otherwise repugnant or contrary to the subject, context or meaning thereof and except to the extent that the subject or context otherwise requires, capitalized words and expressions shall have the meanings as ascribed to them hereunder, and words and expressions that are not specifically defined hereunder shall carry the meanings as the intent of the provision and context in which they are used, may ordinarily demand or as otherwise may be consistent, congruent and coherent with the manifest intent, purpose and meaning of This Deed and not otherwise.

“Deed” means this signed Sale Deed (including the Schedules, Recitals of the Sale Deed, the letter of allotment issued by Seller/NRANVP, all other documents and papers attached as Annexure), entered into between the Seller/ NRANVP and the Purchaser.

“Annexure” means any of the schedules, supplements or documents appended to This Deed.

“Applicable Laws” means any statute, law, regulation, development control regulations, ordinance, notification, rule, judgment, order, decree, bye-law, clearance, directive, approval, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any Government Agency or instrumentality thereof having jurisdiction over the matter in question, as may be in force and effect during the subsistence of this Deed, or anytime thereafter.

“Applicable Permits” means all clearances (including environmental clearances), permits, authorizations, permissions, consents, exemptions, licenses, no-objection certificates, registrations, sanctions, grants, decisions, directions, determination, instruction and approvals required to be obtained or maintained under or pursuant to Applicable Laws, or from the concerned authorities (including but not limited to the approvals of the Town & Country Planning Directorate, NRANVP, Chhattisgarh Environment Conservation Board, Reserve Bank of India), in connection with implementation of the Project during the subsistence of This Deed.

“Appointed Date” means the date of This Deed.

“Arbitration Act” means the Arbitration and Conciliation Act, 1996 and shall include any amendments/modifications to or any re-enactment thereof as in force from time to time.

"Carpet Area" means the net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, etc., but includes the area covered by the internal partition walls of the Unit.

"Completion Certificate" means the certificate issued to the building by the Authority.

"Competent Authority" means and includes the concerned department, government or quasi-governmental instrumentality or body or political sub-division thereof, statutory body, NRANVP, judicial or quasi-judicial authority, tribunals, tax authorities, commission, board, Development Authorities as applicable and/ or any other statutory authority having jurisdiction over the Property/Project /Project Site/ Unit, state electricity boards, its tribunal, the Real Estate Regulatory Authority, duly constituted under the RERA, 2016 and the Rules and Regulations made there under or any other government/ local bodies duly empowered and authorized to grant necessary sanctions and approvals.

"Dispute Resolution" shall have the meaning ascribed to it in [Article VI](#).

"Encumbrance" means any encumbrance such as mortgage, equitable interest, conditional sales contract,, charge, pledge, lien, hypothecation, right of other persons, claim, security, interest, assignment, privilege or priority of any kind having the effect of security, title defect, title retention agreement, any commitment, restriction or limitation of any nature whatsoever, including restriction on use, or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Property, physical encumbrances and encroachments on the Property.

"Financial Year" means the year commencing from 1st April of any calendar year to the 31st March of the next calendar year except in the first and the last calendar year of the subsistence of this Deed. In the first year of subsistence of This Deed, it means the period from the Signing of This Deed to immediately following 31st March. In the last year of subsistence of This Deed, it means the period from 1st April to the Transfer Date.

"Financing Documents" means the documents / agreements executed by the Lessee in respect of Financial Assistance to be provided by the Senior Lenders to the Lessee by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debenture bonds and other debt instruments, security agreements and other documents relating to the financing (including refinancing) of the Total Project Cost/ Property.

"Force Majeure" or **"Force Majeure Event"** "Force Majeure" means any event or combination of events or circumstances beyond the control of the Seller which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution

and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Seller's ability to perform its obligations under This Deed, which shall include but not be limited to:

- (a) acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (b) explosions or accidents, air crashes etc.;
- (c) strikes or lock outs, industrial dispute, actions of labour unions;
- (d) non-availability of cement, steel, water supply or electric power back-up or other construction/building material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- (f) the promulgation of or amendment in any law, rule or regulation or the issuance of any injunction, court order or direction from any Governmental Authority that prevents or restricts the Seller from complying with any or all the terms and conditions as agreed in This Deed;
- (g) any legislation, order or rule or regulation made or issued by the Governmental Authority or if any Governmental Authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Property/ Project/Unit or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority(ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever;
- (h) any event or circumstances analogous to the foregoing.
- (i) non-procurement of any approval from any Governmental Authority or imposition of any adverse condition or obligation in any approvals from any Governmental Authority, including delay in issuance of the completion and/or occupation certificate or any other permission that may be required by the Seller to fulfil its obligations under This Deed.
- (j) any event or circumstances analogous to the foregoing.

“Legal Entity” shall mean any body corporate, organization, society, trust or institution established as per the applicable laws of India, or in case of a Foreign Entity, recognized or found eligible by Government of India to enter into any commercial trade or transaction, after obtaining necessary approvals and sanctions from the Government of India in this regard, as per the applicable laws of India including national security and public interest perspective.

“Material Adverse Effect” means consequences of events outside the control of the Affected Party which, in the reasonable opinion of NRANVP (a) render any right vested in a Party by the terms of this Sale ineffective, or (b) significantly impairs or frustrates the ability of any Party to observe and perform in a timely manner its obligations under this Deed, or frustrates a material provision of this Deed or any of the Project Agreements/ Property.

“Material Breach” means a breach by either Party of any of its obligations under This Deed which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

“Movable Assets” shall mean and include all such machines, equipment and furniture/s of the Project Facility, which are tangible in nature and that is movable (and not immovable like the civil structure etc.), and which was owned by the Lessee and used as part of overall Development, Operation and Maintenance of the Project Facility/ Property. **“NRANVP”** means Nava Raipur Atal Nagar Vikas Pradhikaran or Authority.

“O&M Expenses” means expenses incurred towards Operations and Maintenance of the Project Facility/ies.

“Parties” means the parties to This Deed and **“Party”** shall mean either of them, as the context may admit or requires.

“Person” includes individuals (and their relatives), partnership, corporation, companies (including the joint ventures/subsidiary/affiliate thereof), firm, any association of persons or body of individuals whether incorporated or not and all other artificial juridical person.

“Project” means, the proposed project under construction, of High Street Retail Complex, situated on the Property, i.e. on Plot no F3 land measuring 8480.32 square meter (Approx.) at Sector 21 Nava Raipur Atal Nagar. the construction, operation and maintenance of the said Commercial/ Retail Complex including additions, alterations, modifications, if any, in accordance with the provisions of This Deed, and includes all works, services and equipment relating to or in respect of the Project and its implementation/execution in accordance with This Deed; and related infrastructures within the purchased Unit.

“Project Common Areas & Facilities” means and includes the land areas on which building is located and developed for common use purpose, roads, parks, foundation, columns, walls, corridors, roofs, lobbies, stairs, staircases, passages, lift, entrances, land exists to the building, storage places, fire escapes, open parking areas, installation of central services, such as water and drainage systems, electrical wiring and fittings, fans, compressors, ducts and all apparatus connected with installations for common use, motor pumps, tanks, air-conditioning and incinerating, other commercial facilities, and all portion of the Project necessary or convenient for its maintenance/safety, etc. and in general all other instalments existing or may in future be installed for common use but shall not include the open terraces of all the upper floors of the Project.

“Project Site” means the Property situated on the F-03 on Sector 21, CBD Nava Raipur Atal Nagar.

“Purchaser” for purchase of built up area means inividual.

“Regulatory Approvals” shall mean all relevant Governmental or regulatory approvals required by the Parties for the establishment of the Project in Nava Raipur Atal Nagar and as per the applicable laws of India.

“Rupee(s)” or **“Rs.”** or **“Re.”** or **“INR”** shall mean Indian rupee(s).

“Seller” for sale of built up Unit means, Atal Nagar Vikas Pradhikaran (also” **‘NRANVP’** or **“Authority”**) having its office at Paryavas Bhawan, North Block, Sector 19, Nava Raipur Atal Nagar, which expression shall, unless the context otherwise requires, include its administrators, nominees, executors, legal representatives, successors/successors in business and permitted assigns and substitutes.

“Termination” means early termination of This Deed, pursuant to Termination Notice in accordance with the provisions of This Deed but shall not, unless the context otherwise requires, include expiry of This Deed due to efflux of time in the normal course.

“Termination Date” means the date specified in the Termination Notice as the date on which Termination occurs.

“Termination Notice” means the notice of Termination of This Deed by either Party to the other Party, in accordance with the applicable provisions of this Deed.

“Third Party” or **“Third Parties”** means any Person, real or legal or Entity other than the Parties of This Deed.

“Transfer Date” means the date immediately following the date of the expiry of the Term under This Deed or any earlier termination thereof in accordance with the provisions of This Deed.

“Unit” means and refers to **Unit No.**having Carpet Area of **Sq.ft.** (Approx.) in the said High Street Retail Complex at Plot no. F3, which the Seller/Authority has sold and Purchaser has purchased, more specifically described as per details in the **Schedule II** to This Deed, for the permitted use under Applicable Laws in accordance with the terms and conditions of This Deed.

B. Interpretation

In This Deed, unless the context otherwise requires:

- a) any reference to a statutory provision shall include such provision as is from time to time amended, modified or re-enacted or consolidated (whether before or after the date of this Deed) so far as such amendment, modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;

- b) references herein to Clauses, Exhibits and Schedules are to clauses in and exhibits, schedules to this Deed and unless the context requires otherwise the Schedules and Exhibits to This Deed shall be deemed to form integral part of this Deed. The headings are inserted for convenience only and shall not affect the construction of This Deed;
- c) the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations or partnerships, organizations or other entities (whether or not having a separate legal entity);
- d) terms and words beginning with capital letter and defined in This Deed shall have the meaning ascribed thereto herein, and terms and words defined in the Schedule and used therein shall have the meaning ascribed thereto in the Schedule;
- e) the headings are for convenience of reference only and shall not be used in, and shall not affect, the interpretation of This Deed;
- f) the words "include" and "including" are to be construed without limitation;
- g) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- h) any reference to day shall mean a reference to a calendar day;
 - i) any reference to month shall mean a reference to a calendar month as per the Gregorian Calendar;
- j) reference to an individual shall include his legal representatives, successors/successors in business, permitted assigns and substitutes, legal heirs, executor and administrator, nominees, legal representatives;
- k) any reference at any time to any agreement, deed, instrument, license, legally enforceable arrangement or document of any description, whether written or not, shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified, replaced or suspended at the time of such reference;
- l) references to recitals, Articles, sub-articles or Schedules in This Deed shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles and Schedules of or to This Deed;
- m) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to This Deed from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party, in this behalf and not otherwise; and
- n) unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates.
- o) if any question arises relating to interpretation of any of the provisions of the scheme, the interpretation of CEO, NRANVP is final and binding. If the CEO, NRANVP feels, he can refer the same to the Authority for decision.

C. Priority of Documents

The documents forming this Deed are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Authority shall issue any necessary clarification or instruction to the Purchaser, and the priority of the documents shall be as follows:

- 1. Lease Agreement
- 2. Sale Deed

II. SALE DEED

1. The Purchase:

2. In consideration of the agreed Total Sale Consideration, the Authority hereby sells and the Purchaser purchases all and singular the said Unit Carpet Area Sq.ft constructed on leasehold Property, i.e. Plot F-03 in High Street Retail Complex, Sector 21, CBD Atal Nagar, Chhattisgarh, – 492002, described more particularly in **Schedule I**, and delineated on the plan thereof hereto annexed and hereunder written with their appurtenances, free from all encumbrances at the consideration given in **Schedule II. Purchas Consideration:**

- a) For the said Unit, the Purchaser has paid a Total Sale Consideration of INR/- (**Rs.Only**) on the Carpet Area.
- b) The Purchaser shall be obliged to pay Goods & Service Tax (GST) and other taxes and charges as applicable from time to time.
- c) The Purchaser shall be responsible for the registration of This Deed at its own cost, bearing all the expenses on stamp duty, registration charges, cost of map and any other charges applicable at the time of registration.
- d) If by virtue of any government notification or any order or direction of any Competent Authority (including NRANVP), any amount, including tax, fee, charges or any other levy called by whatever name, becomes due and payable retrospectively or subsequently, then the Purchaser hereby undertakes to pay the same promptly after receiving an intimation from Seller in this regard and in case of delay in such payment he shall be liable to pay interest at the rate of 14% per annum on prorated basis.

3. Possession

3.1 The Purchaser agrees that if the sale or delivery of the Unit is subjected to any Force Majeure event, the Seller shall be entitled to extension of time. The Seller during the continuance of the Force Majeure reserves the right to alter or vary the terms and

conditions of This Deed [or if circumstances so warrant, the Seller may suspend the development of the Project for such period as is considered expedient (include suspension of Project if applicable)]. The Purchaser agrees that it shall not have any right to raise any claim, compensation of any nature whatsoever for or with regard to the Force Majeure Event. The Purchaser further agrees and understands that if the Force Majeure condition continues for a long period, then the Seller alone in its own judgment and discretion, may terminate This Deed and in such case the only liability of the Seller shall be to refund the amounts paid under This Deed by the Purchaser without any interest or compensation whatsoever.”

4. Interior Works:

- a) The Purchaser shall at its own cost and risk, carry out designs, implement and execute all the interior works in the Unit during the normal working hours on all working days, i.e. between 9 AM to 6 PM upon execution of a suitable indemnity bond, if any, as may be required by the Seller at its sole discretion.
- b) The Purchaser is required to inform / intimate about interior works requirements to the concerned person of the seller and submit interior design drawing works for the Seller’s approval
- c) The Seller shall not be liable for any loss or damages arising in relation to carrying out interior works. The Purchaser shall obtain all necessary approvals and licences (if any) from the relevant authorities in relation to interior fit-outs. “Before commencing fitting-out/interior works, the Purchaser shall effect a comprehensive all risks insurance policy covering the period from the date of commencement of the interior works/fitting-out period to the date of the completion of the same for adequate amounts and with reputed insurers.
- d) The Purchaser shall ensure complete safety of the materials and the equipment kept in the Unit, to be used for the interior works undertaken by the Purchaser. The Seller shall not be responsible or liable in case of theft, pilferage or misplacement of such materials or equipment. Further, the Seller shall not be liable, whether directly or indirectly, for any accident or injury caused or occasioned to any person including the employee or the workman engaged by the Purchaser in relation to carrying out the interior works in the Unit or any job or work relating thereto. Such liabilities or claims, if any shall be satisfied by the Purchaser itself directly. The Purchaser shall indemnify and keep harmless the Seller against all such claims or liabilities.
- e) The Purchaser shall not make any structural additions or alterations in the Unit and/or effect any change to the plan or elevation and shall not enclose the balconies, if any. The Purchaser while carrying on the interior works within the Unit shall not cause any obstruction/nuisance/annoyance to the occupants of the other units in the

building and shall not use common areas, roads, open spaces for dumping materials/debris etc. Further, the interior work undertaken by the Purchaser should not obstruct or affect the construction work, if any, of the Seller or interior work being carried out by other purchasers of units in the Project/complex. Furthermore, the Purchaser shall ensure that internal air-conditioning, electrical systems, plumbing, fire-fighting system and any other structural/finishing work done internally within the Unit shall not pose any fire, electrical, structural, pollution and health hazard to other occupants of the Project/Complex.

- a) The Purchaser shall strictly observe the rules, regulations, directions, restrictions that may be generally/specifically imposed/prescribed by the Seller from time to time.
- b) The Purchaser shall have to dump all the debris created from the interior work of the sold Unit/ Carpet Area at area specified by the Seller. The area specified for dumping shall not be more than 10 km away from the building premises. Further, the Purchaser shall not store any inflammable or explosive materials in the Unit and/or anywhere else in the Project/Complex while carrying out the interior works and shall ensure complete safety against any accidents or loss of human life.
- c) The Purchaser shall not make any additions or alterations or cause damage to any portion of the building (including common areas or equipment therein and all building materials attached to it) or change the exterior colour Scheme, and maintain the front elevation and the side and rear elevations of the building, in the same form as the Seller had constructed. The Purchaser at any time shall not alter the said elevation in any manner whatsoever.
- d) The Purchaser shall keep the walls, floor, roof, drains, pipes and appurtenances and belongings thereto, in good order and conditions so as to support, shelter and protect the parts of the entire buildings and shall not do any work which jeopardizes the soundness, safety or security of the building or the property or reduce the value thereof or impair any easement and shall not add any structure.

5. Power/ Electricity, Power back-up:

- a. Electric Load: The Purchaser shall plan and distribute its electrical loads in conformity with the electrical systems installed by the Seller and get these works executed after due approval in writing from the Seller/Authority. The Purchaser may carryout modifications, additions, alteration if any required in the fire- fighting, electrical and other systems already installed, at his own cost with prior approval in writing, of the Authority.
- b. Electric Connection and Charges: Electrical connection with electricity meter will be provided by the seller. The Purchaser shall timely pay by due date the bills for consumption

of power/ electricity in the Unit/ Carpet Area as recorded in the Electric Meter or as demanded by the Seller/Authority or its nominees or assigns. Any costs/charges/fines/penalties incurred by the Purchaser on account of the any non-payment/late payment of the electricity bill shall be recoverable in full from the Purchaser along with any interest and/or late payment charges. Any damage done to the meter or meter getting burnt due to extra load/misuse by the Purchaser, Shall be the sole responsibility of the Purchaser and the Purchaser hereby undertakes to get the same changed/rectified/replaced at its own cost and efforts.

- c. Security Deposit for Electricity: The Purchaser shall have to pay security deposit for electricity at the rate decided by Authority. The security deposit for electricity is refundable once prepaid meter is installed by the Seller /Authority or on termination or expiry of the Agreement. The Seller /Authority shall have the right to adjust and apportion any sum due against electricity charges from the Security Deposit for Electricity.

6. Power Backup:

The Purchaser shall have the provision for power backup from diesel generator for common areas of the building premises. The Purchaser shall have to take separate approval in writing from the Seller /Authority for power backup for the Unit/ Carpet Area, which shall be provided by the Seller /Authority subject to the availability of power from the installed Diesel Generator. The charge for such electricity shall be separately intimated to the Purchaser by the Seller/Authority, and payment for the same would have to be made separately in accordance with the charge raised thereon.

7. Fire Fighting System:

- a. The Purchaser shall install Fire Alarm System of make specified by the Authority, at his own cost and risk within 60 days from date of possession. The Purchaser shall take tap-off for down type sprinklers with installation of make specified by the Seller /Authority, under the supervision of Engineers of the Seller /Authority. The Purchaser shall follow the directions, if any, of the Seller or its Engineer in this regard.
- b. The Purchaser shall execute the interior works or any alterations, modification, permitted under this Deed, without altering/ tampering with the fire- fighting systems as installed by the Authority. However, any modifications/additions/alterations to the existing fire-fighting system shall be made by the Purchaser with the prior written approval of the Seller /Authority and by providing alternative and standby fire-fighting system in the building. Any lapse/violation/negligence on the part of the Purchaser or its contractors/agents during any such interior works or additions/modifications/alterations resulting in any kind of hazard or fire in the sold Unit and said Building, loss of life/ property including third party, damage to the Unit/ Carpet Area and said building structure etc. and all financial and legal consequences

arising there from shall be the sole responsibility of the Purchaser and the Purchaser shall not impose any legal and financial liability on the Seller/Authority and shall keep the Seller/Authority fully indemnified in this regard.

8. Parking:-

The Purchaser shall not park any vehicle in any part of the Project land except in the parking area specifically earmarked for parking and shall not enclose the parking areas or put up any construction therein whether temporary or permanent. All the parking area in the premises will be part of common area whose allotment shall be decided by the Seller/Authority, separately. The Purchaser agrees that the dimension, size and location of the said parking space(s), may change and further the Purchaser shall not have any objection to the same in any manner whatsoever.

9. Operation & Maintenance:

- a) The Purchaser shall maintain its lockable/ usable areas at its own cost, risk and expense.
- b) The scope of O&M Services (inclusive of general and administrative overheads, salaries, wages, etc.) such as
 - a. (a) Operation and maintenance of all equipment including substation(s) connected with the supply of electrical energy to all occupants including the Purchaser of the said Project/complex;
 - b. Common areas Operation/Maintenance Services relating to operation and maintenance of common areas, basements, escalators lifts, fire- fighting equipment(s), air conditioning and other common facilities inside the said Project/Complex.
 - c. Operation and Maintenance of Services located in the basement, if any which may include to operation and maintenance of basement,
 - d. if any Operation and maintenance of car parking spaces in the basement(s) or in any other part of the said Project/said Property, not forming a part of "pay and park" car parking system/spaces.
 - e. Open area Operation/Maintenance Services relating to operation and maintenance of open spaces within the boundary wall of the Property such as operation/maintenance of compound wall, landscaping, electrical systems of the Property, water supply, sewerage, sewerage treatment plant/equipment roads, paths & other services etc. within the boundary wall of the Property.
 - f. Security services for the common areas and the basement, if any, in the said Property.
 - g. Insurance of the said Project/complex, buildings structure/common equipment in the Property.

- h. The Operation/Maintenance charges and all other charges by whatever name called/levied/ leviable by the NRANVP or such other Authorities, Forums, Owners Association(s), Nominee(s) or Assignee(s) of the Intending Seller etc. in respect of the said Project/complex and for operation & maintenance and management thereof.
- c) The Operation and Maintenance (Common Area/Services) charges shall be charged as per actuals there onwards.
- d) Till the handing over of physical possession of 40% of the total Carpet Area to the purchasers, only essential common services may be made functional in the complex i.e. excluding backup power, Air Conditioning, etc.
- e) The Purchaser shall have to sign the Standard Maintenance Agreement as decided by the Seller/Authority, with NRANVP (FIRST PARTY) or Agency appointed by the Seller/Authority (“**Maintenance Agency**”) or the Association formed by the purchasers, before taking over possession of the said built up Unit The Purchaser undertakes to pay the maintenance bills in a timely manner to the Seller or its appointed maintenance Agency.
- f) After handing over the physical possession and after march 2020 which ever is later The O & M will be charged even if the purchaser is not using the space.
- g) Terms of standard operation and maintenance agreement will not be altered at request of any purchaser.

10. Right to use the Purchased Built up Unit:

- a) The Purchaser, as per the terms of this Deed shall have right of peaceful enjoyment of the purchased Unit/ Carpet Area, subject to the Purchaser performing all its obligations and adhering to the terms and conditions of the Agreement, the Lease Agreement or any other agreement executed with the Seller or any of its appointed Person and discharging all its payment obligations in a timely manner under This Deed or the Lease Agreement or any other agreement executed with the Seller.
- b) The Purchaser shall not carry on or permit to be carried on in the Purchased Unit/ built up area, or in any part thereof, any activities which shall be or are likely to be unlawful, obnoxious or of nuisance, annoyance or disturbance to other tenants/occupants of the said Building, or store any goods of hazardous/dangerous or combustible nature or which are heavy so as to affect the construction or the structure of the said Building or any part thereof, or in any manner interfere with common use. If the Purchaser uses or permits the use of the Unit for any purpose other than in accordance with the Applicable Permits, then the Seller shall be entitled to treat This Deed as cancelled and to resume the possession of the Unit and the Purchaser has agreed to this condition, unconditionally.

11. Right to Use Common Facilities

- a) Subject to the timely O&M charges, the Purchaser shall be entitled in common with the other Purchasers/Licensees/Occupants of the other units in the Project/building complex, to use and enjoy the Common areas and Facilities, except those exclusively attached with the individual property, listed hereunder:
 - i. Entrance and Common Passages and Corridors;
 - ii. Lifts/Pumps/Generators/Fire Equipments/Electrical Fittings and Equipments;
 - iii. Staircases and driveways in the basements, roads and pavements;
 - iv. All other Common facilities subject to components of regulations specified by the Seller/Authority.
- b) The Common Areas and Facilities and other amenities within the said Building shall be available for use only subject to the timely payment of Operation & Maintenance charges and other applicable charges, that in the event of failure to pay Operation & Maintenance charges on or before the due date, the Purchaser shall not have the right to use or demand such Common Areas and Facilities and other amenities. The Purchaser shall have no ownership rights, title, and/or interest or claim whatsoever in the Property on which Project/Building complex is constructed, Common Areas and Facilities and other amenities within the said Project/Building Comple

12. Signage and Hoardings:

- a) The Seller/Authority reserves the exclusive and absolute right to display hoardings on all or any of the Blocks and the terraces and/or in any part of the Property and/or buildings within the Property. The Seller/Authority shall have right to retain its Logo and Brand and name/other matters in the form of a hoarding/board/signage in a conspicuous place in the blocks of building and land. The Purchaser shall not disturb or damage or remove the same any time. The Purchaser undertakes, assures and guarantees that it would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/façade of the Project or other buildings within the boundary walls of the Property or Common Areas.
- b) The Purchaser shall put name and unit number of the Purchaser Unit/ Carpet Area in standardized letters and colouring only at the location/board that may be designated by the Seller/Authority at a place earmarked for the said purpose.
- c) No sign board, hoarding or any other logo or sign shall be put up by the Purchaser on the exterior of the building or on the outer wall of the Unit.

- d) The Purchaser shall not alter the colour scheme of the exterior of the building or of the exterior lobby wall. However, the Purchaser shall be entitled to select and carry out any decoration/painting of the interior of the Unit/ Carpet Area.
- e) The Purchaser shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, nor do anything in the Property which may cause any nuisance or obstruction or hindrance to the other owners/occupants.

13. Commencement of and doing Business:

- (1) The Purchaser shall be responsible for obtaining all Applicable Permits from all the Statutory/Competent Authorities, which may be necessary for commencement of its business operations in the Unit/ Carpet Area.
- (2) The Purchaser shall keep the Seller/Authority indemnified and hold harmless from any action brought about by any Third Party for any action, claim or demand including for IPR infringement by the Purchaser. The Purchaser shall defend any and all such acts, suits, proceedings, claims, judgments etc. against the Seller/Authority and any fees, costs, expenses of any kind related or incidental to any of the foregoing (including but not limited to) any fee (whether advocates, accountants or other professionals) costs and expenses of any kind incurred by the Purchaser in preparing for, defending or taking any action with respect to the foregoing shall be borne by the Purchaser, which the Purchaser agrees to pay within fifteen (15) days of demand by the Seller/Authority.
- (3) The Purchaser shall not do any act that may be against any applicable Law, Rule, regulation, bye-law, order/judgment of any court/Tribunal, directions of any other government/quasi-government authority, or any obligation agreed under any contract, and the Purchaser shall be solely responsible for all consequences of any offence or breach thereof. The Purchaser agrees and undertakes to always keep the Seller/Authority fully indemnified against any such act of omission or commission of the Purchaser

14. Rights & Obligations:

- (1) The Seller/Authority shall have sole and absolute right to make additions, raise storeys or put up additional structures as may be permitted by Competent Authorities and such additional structures and storeys shall be the sole property of the Seller/Authority, which the Seller/Authority will be entitled to dispose of in any way it chooses without any interference or objection on the part of the Purchaser, by itself or any person on behalf of the Purchaser or with one or more of the rest of occupants of the said Building. Further, all the terraces of the said Project/Building Complex including the parapet walls of the terraces (except terrace or parapet wall that is exclusively attached with individual property) shall always be the

property of the Seller/Authority and the Seller/Authority shall be entitled to use the same for any purpose as it may deem fit. Any consequent cost incurred for additional services, enhancement in statutory charges/levies due to such additions/raising of storeys etc. shall however be borne by the Seller/Authority. The Purchaser hereby gives consent to the same and agrees that it shall not be entitled to raise any objection or claim of any reduction in the price of the space sold to them and/or to any compensation or damages on the ground of inconvenience, or any other ground.

- (2) The Seller/Authority shall have right to depute its Officers and/or its agents/workers at all reasonable hours to enter into the Unit/ Carpet Area for the purpose of inspection repairing, maintaining, re-building, cleaning and keeping in order and conditions all services, drains, or other conveniences belonging to or servicing or used for the Project/Building Complex and also for the purpose of laying, maintaining repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc., to the Unit/ Carpet Area who have defaulted in paying their share of the water, electricity and other charges or for any other purposes connected with or incidental to any Operation & Maintenance issues fire, safety and security of the Unit/ Carpet Area with prior notice to the Purchaser.
- (3) That the Purchaser shall maintain the said built up Unit in good and habitable condition and shall carry out day to day (minor and routine repair) maintenance in respect of the said space to comply with any sanitation, health or safety requirement or guidelines.
- (4) The Purchaser shall not have any exclusive right of common spaces and shall in no way encroach / block common spaces such as corridors, lobbies, open spaces etc.
- (5) The Purchaser shall be solely responsible for deviations, violations of any of the conditions or rules or bye laws of local, State, Central Govt.
- (6) The Purchaser shall be entitled to mortgage the Unit as per the provisions of Niyam, 2008 with prior written approval of Seller/Authority.
- (7) The mortgage will be done strictly in accordance with Rule 22 of Vyayan Niyam),2008.
- (8) It is hereby specifically agreed, understood and declared that the Seller / NRANVP shall not be liable for any loss, damage or cost in the event of any injury, loss or damage being caused to the Purchaser or his agents, servants, employees, visitors in any event what so ever. The Purchaser indemnifies the Seller in this regard in absolute terms.
- (9) The Purchaser shall use the said Unit for specific use for which it has been granted. If it is found that the demised Property is not being used for the purpose for which it was granted, the Chief Executive Officer, NRANVP will have power to terminate the Sale Deed or cancel the allotment of the Unit. The amounts paid to the Seller/Authority shall stand forfeited in this case.

- (10) The Purchaser shall at no time demand partition of his interest in the said Project/Building Complex and/or the Unit, it being agreed and declared by the Purchaser that his interest in the said Property is importable.
- (11) The expression 'Common Areas and Facilities' means and includes the land on which the buildings is located, roads, foundations, columns, walls corridors, roofs, lobbies, stairs, staircases, passages, entrances, and exists to the building storage, places installations of Central Services such as water and drainage systems, electrical wiring and fittings elevators, motor pumps tanks etc. and in general all other installations existing or may in future be installed for common use but shall not include the open terraces of all the upper floors of any of the blocks of the said condominium.
- (12) That the Purchaser takes the Unit/Carpet Area as it is with full and definite knowledge of the nature and condition of the construction of the built- up area and amenities provided in the Project/Building Complex and he shall not raise any objection late on with regard to it and shall not claim any damages or compensation from the Seller/Authority on that account or on account of any injury or lost that may be caused by fire, accident or from any other cause whatsoever.
- (13) The Purchaser has taken the physical possession of the Unit after physical verification of the said premises and has found it to be as per the specifications proposed by the Seller/Authority.
- (14) In the event of Purchaser's failure to take over and/or occupy and use the Unit allotted to it within 60 days from the date of issue of Letter of handing over (Possession Letter) by the Seller and then the same shall lie at its risk and cost. The Purchaser shall be liable to pay O&M charges after 30 days from the issuance of Possession letter whether possession taken by the Purchaser or not.

With a view to acquaint the Purchaser, some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive:

- i) Failure to make payments within the time as stipulated in This Deed as given in and failure to pay the stamp duty, legal, registration, any incidental charges or any other charges, as may be notified by the Seller to the Purchaser under the terms of This Deed, and all other defaults of similar nature.
- ii) Failure to perform and observe any or all of the Purchaser's obligations or if the Purchaser fails to execute any other deed/document/undertakings/ indemnities etc. or to perform any other obligation, if any, set forth in any other agreement with the Seller in relation to the unit.
- iii) Failure to take possession of the Unit for occupation and use within the time stipulated by the Seller in its notice and commencing the commercial use of the Unit.

- iv) Failure to execute Maintenance Agreement and/or to pay on or before its due date the O&M Charges and any increases in respect thereof, as demanded by the Seller or its appointed Maintenance Agency as the case may be.
- vi) Assignment of This Deed or any interest of the Purchaser in This Deed without prior written consent of the Seller.
- vii) Dishonor of any cheque(s) given by Purchaser for any reason whatsoever.
- viii) Sale/transfer/ disposal of/ creation of any third party interest, in any manner of the Unit.
- ix) Failure to use the Unit for the specific purpose.
- x) Non-adherence of any Applicable Law, guidelines, policies, directions rules as framed by from time to time.
- xi) Any other acts, deeds or things which the Purchaser may commit, omit or fail to perform in terms of this Deed, any other undertaking, affidavit/ agreement/ indemnity etc. or as demanded by the Seller which in the opinion of the Seller amounts to an event of default and the Purchaser agree(s) and confirm(s) that the decision of the Seller in this regard shall be final and binding on the Purchaser.
- xii) Nonpayment of escalation charges.

Upon the occurrence of any one or more of event(s) of default under This Deed including but not limited to those specified above, the Seller may, at its sole discretion decide, by written notice to the Purchaser, to call upon the Purchaser to rectify the default within 90 (Ninety) days of its notice specifying the default. The Purchaser agrees that if the default is not rectified within such 90(Ninety)days, This Deed shall be liable to be cancelled without any further notice by the Seller and the Seller shall have the right to forfeit amounts paid by the Purchaser. The Purchaser agrees that upon such cancellation of This Deed, the Seller will be released and discharged of all liabilities and obligations under This Deed and the Purchaser hereby authorizes the Seller that the Unit may be disposed off to any other party by the Seller or dealt in any other manner as the Seller may in its sole discretion deem fit as if This Deed had never been executed and without accounting to the Purchaser for any of the proceeds of such allotment. In the event of the Seller electing to cancel/terminate This Deed, any amount which is found to be refundable to the Purchaser over and above the amounts forfeited by the Seller shall be refunded by the Seller only after realising such refundable amount on further allotment/re-allotment to any other party and shall be refunded without any interest or compensation of whatsoever nature and upon such cancellation and refund by the Seller by registered post, the Purchaser shall be left with no right, title, interest, claim or lien over the Unit in any manner whatsoever.

Indemnification:

The Purchaser undertakes to indemnify and shall keep indemnified, and shall defend, release and hold harmless, the Seller, directors, officers, employees, staff, agents and assignees from and against all and any claims, demands, losses, damages, liabilities, settlements, judgments and expenses and proceedings whatsoever including court costs and reasonable fees and expenses of attorneys, expert witnesses and other professionals, whether directly or indirectly, resulting from or arising from or which the Seller may suffer as a result of non-payment, non-observance or non-performance of the any covenants, terms and conditions by the Purchaser under This Deed. This will be in addition to any of the remedy provided in This Deed and /or available in law. Further, the Purchaser shall not do any act that may be against any law, rule, direction, regulation, bye law of the local municipality, NRANVP or other relevant statutory authorities or any obligation agreed under any contract and the Purchaser shall be solely responsible for all consequences of any offence or breach thereof and the Purchaser shall indemnify other unit holders who may suffer due to any such acts of omission or commission of the Purchaser.

General compliance with respect to the Said Space

The Purchaser shall be solely responsible to maintain the Unit at his/their own cost, in a good condition and shall not do or suffer to be done anything in or to the Project/Building Complex or the Unit or the common areas such as staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Unit and partitions, sewers, drains, pipes and appurtenances and ensure that the Unit, Project/Building Complex including Property is not in any way damaged or jeopardized due to any act or omission of the Purchaser or anyone appointed or engaged by the Purchaser

Provisions of This Deed applicable on occupiers / subsequent allottee.

All the provisions contained herein and the obligation arising hereunder in respect of the Unit /Project shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent assignees of the Unit, as the said obligations go along with the Unit for all intents and purposes.

Waiver not a limitation to enforce

Failure on the part of the Seller to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision under This Deed.

Severability

The Purchaser agrees that if any provision of This Deed shall be determined to be void or unenforceable under Applicable Law, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of This Deed and to the extent necessary to conform to Applicable Law and the remaining provisions of This Deed shall remain valid and enforceable as applicable at the time of execution of This Deed.

III. OTHER TERMS & CONDITIONS

1. Stamp Duty

The Sale Deed is not exempted from payment of stamp duty and the stamp duty and all other taxes, charges, expenses etc. are to be borne by Party to Second Part alone for registration of the Sale Deed.

2. Compliance with Statutes and Regulations

The Seller shall at all times comply with all Applicable Law, statutory provisions, rules & regulations, bye-laws, orders/judgments of Courts/Tribunals/quasi-judicial authorities/NRANVP, directions of other governmental/quasi-governmental authorities etc., in all respects, including payment of all fees, taxes in accordance with the provisions of:-

- a. Any Central or State enactment, ordinance or other Statute, or any regulation or by law of any local or other duly constituted authority.
- b. The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way.

3. Jurisdiction

The matters arising out of this Sale Deed and **any** subsequent agreement arising there from, shall be subject to jurisdiction of Courts of Raipur/ Nava Raipur Atal Nagar.

4. Misrepresentation/ Fraud/ Breach of Terms and Conditions

If it is discovered at any point of time that the Purchaser has purchased the property by suppression of any fact or misrepresentation or fraud or if there is any breach of the conditions or violation of any of the terms of the Agreement, local bye-laws, statutory laws, etc., in that event the sale of the Unit may be cancelled by the Seller/Authority, at its sole discretion, and the amounts paid by the Purchaser towards shop/office shall be forfeited and Seller/Authority shall re-enter the building and take over possession of the same from the Purchaser. In such an event, Purchaser shall not be entitled to any compensation, whatsoever, or refund of any earnest money or any other amount paid by him and the Seller/Authority at its sole

discretion shall proceed with release of the Unit. The Seller or any Person claiming through or under the Seller shall be prohibited from entering upon the Unit, Project or the Property.

5. **Structural Soundness**

The quality control of the works has been / is being implemented by the Seller/Authority as per approved quality norms and approved plans. However, it is the responsibility of Seller to ensure structural soundness of the construction while taking up any modification works in the Unit purchased by Purchaser.

6. **Property Tax**

The Seller shall have to deposit the proportionate share of the property tax for the Unit/Carpet Area by it directly to Municipal Corporation, once formed by the government. The Purchaser shall keep the Seller/Authority indemnified against any claim in this regard.

7. **Financial Terms**

- a. If any statutory charges are levied, or if any existing charges are enhanced with retrospective effect after the date of acceptance letter the Seller/Authority or any other local/Central Govt. body towards house tax, property tax or any other taxes, levies or charges, the same shall be borne by the Purchaser.
- b. Seller/Authority had installed electrical fixtures in Common area as per the requirement ascertained and finalized by the Seller/Authority. The cost towards such fixtures shall be deemed to be included in the rates to be offered to Purchaser. The subsequent replacement of fixtures in Common Areas shall be done by the Society Formed for the Complexes or agency maintaining the complex and from the maintenance charges etc.
- c. The cost on account of service connection for common water supply, common electricity load including substation equipment/related cables in substation, security deposit paid/payable to the Seller/Authority or any other competent Authority etc. shall be borne by the Purchaser on prorate basis and is payable in addition to Carpet Area.

IV. DISPUTE RESOLUTION

A. Amicable Resolution

- a. Save where expressly stated to the contrary in this Deed, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to This Deed (the "**Dispute**") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in **Sub-article IV. A (b)** below;

- b. Either Party may require such Dispute to be referred to the CEO of NRANVP and Chairman of Board of Directors of the Purchaser, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any case within 30 (Thirty) days of such reference to discuss and attempt to amicably resolve the Dispute, as evidenced by the signing of written terms of settlement within 30 (Thirty) days of such meeting or such longer period as may be mutually agreed by the Parties. If the Dispute is not amicably settled within 30 (Thirty) days (or such longer mutually agreed period) of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of **Article IV.B** below.

B. Arbitration

1. Procedure

Subject to the provisions of **Article IV.A**, any dispute, which is not resolved amicably, shall be finally decided by reference to arbitration under the Arbitration Act. The arbitration shall be by a panel of three (3) arbitrators, one to be appointed by each Party and the third to be appointed by the two arbitrators appointed by the Parties. The Party requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its arbitrator. If within fifteen (15) days of receipt of such intimation the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with the Arbitration Act.

2. Place of Arbitration

The place of arbitration shall be Raipur only and the jurisdiction of the Courts of Raipur shall prevail.

3. English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

4. Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

5. Performance during Arbitration

Pending the submission of and / or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under This Deed, without prejudice to a final adjustment in accordance with such award.

C. Adjudication by Regulatory Authority

In the event of the constitution of a statutory Regulatory Authority with powers to adjudicate upon Disputes between the Lessee and the Authority, then instead of reference to Arbitration under **Article IV.B**, such Regulatory Authority shall adjudicate upon all Disputes arising out after its constitution, in accordance with the Applicable Laws.

D. Jurisdiction

That this Sale Deed shall be governed by, and construed in accordance with, the laws of India and the Courts at Raipur/ Nava Raipur Atal Nagar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with This Deed.

SCHEDULE I

Description of the Property upon which the Purchased Unit is situated

All that piece and parcel of land admeasuring **8480.32 Sqm.** comprised in Part of Khasra No. 2044, village barouda & part of Khasra No. 598, part of Khasra No. 600, part of Khasra No. 601, part of Khasra No. 602, part of Khasra No. 603, part of Khasra No. 604, part of Khasra No. 605, part of Khasra No. 606, part of Khasra No. 607, part of Khasra No. 612/1, part of Khasra No. 612/2, part of Khasra No. 612/3, part of Khasra No. 612/4, part of Khasra No. 612/5, part of Khasra No. 612/6, part of Khasra No. 612/7, part of Khasra No. 612/8, village kayabandha, tahsil – Arang.

The Boundaries and Size of the SAID LAND are as follows :-

East	–	40 M R/W
West	–	40 M R/W
North	–	Plot No. E9A, E9B, E10B, F-08
South	–	Plot No. E4A, E4B, E5A, E5B, F-07

SCHEDULE –II

Description of the Purchased Unit

As per the Deed of Declaration for Retail Complex.

Seller

Authorised

SIGNATURE

NAME : Smt. Sangita Agrawal

W/O Shri Dinesh Agrawal

ADDRESS Manager (Estate) NRANVP

Purchaser

Authorised

SIGNATURE

NAME:

S/o

ADDRESS:

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