

ANKIT BEGRAJJI CONSTRUCTION PVT. LTD.



Director

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE IS MADE ON THIS THE
 _____ DAY OF _____, 2023.

BRIEF PARTICULAR OF THE PROPERTY HEREBY SOLD

RERA REGISTRATION NO.	
TOTAL CONSIDERATION	RS.
PROPERTY HEREBY SOLD	RESIDENTIAL FLAT PREMISES MEASURING _____ SQUARE FEET RERA CARPET AREA & _____ SQUARE FEET SUPER BUILT UP AREA
LAND AREA ON WHICH THE BUILDING COMPLEX STANDS	1.20 ACRES
FLAT NO.	
FLOOR	
BLOCK	
BUILDING NAME	"ATMOSPHERE HAPPY HOMES"
PART OF PLOT NO'S.	RS - 18 & 19 LR - 360 & 361
KHATIAN NO'S.	RS - 840/11, 840/13 & 840/17 LR - 977
MOUZA	DABGRAM
SHEET NO.	RS & LR - 04
J.L. NO.	02 (TWO)
POLICE STATION	BHAKTINAGAR
PARGANA	BAIKUNTHAPUR
JURISDICTION	DABGRAM - I GRAM PANCHAYAT
DISTRICT	JALPAIGURI
STATE	WEST BENGAL
COUNTRY	INDIA

B E T W E E N

MRS :
 DAUGHTER OF :
 I.T. PAN :
 AADHAAR NO. :
 BY RELIGION :
 BY OCCUPATION :
 BT CITIZENSHIP :

Resident of _____, P.O. _____, P.S. _____, Pin _____, District - _____, in the State of _____ --- hereinafter called as the **"PURCHASER (S) / FIRST PARTY"** (Which expression shall mean and include unless exclude by or repugnant to the context ___ heirs, executors, successors, administrators, legal representatives and assignees) of the **"FIRST PART"**.

AND

SRI ARUN KUMAR JAISWAL [PAN : ADFPJ8157K] & [AADHAAR : 2436 4972 2799], son of Late Birju Prasad Jaiswal, Hindu by religion, Business by occupation, Indian by citizenship, residing at Shes Basanta Road, Jyoti Nagar, Sevoke Road, Ward No. 41 of Siliguri Municipal Corporation, P.O. Sevoke Road, P.S. Bhaktinagar, Pin - 734001, District Jalpaiguri, in the State of West Bengal, India --- hereinafter called the **"VENDOR / SECOND PARTY"** (which expression shall mean and include unless excluded by or repugnant to the context his executors, successors, administrators, legal representatives and assigns) of the **"SECOND PART"**.

AND

ANKIT BEGRAJ JI CONSTRUCTIONS PRIVATE LIMITED [PAN : AATCA8177G], a Private Limited Company, registered under the Indian Companies Act, 2013, bearing Certificate of Incorporation No. U45202WB2020PTC238744, Dated 07/08/2020, having its registered Office at Shanti Warehouse, 3rd Mile, Sevoke Road, Ward No. 42 of Siliguri Municipal Corporation, P.O. Salugara, P.S. Bhaktinagar, Pin - 734008, District Jalpaiguri, in the State of West Bengal, India and represented by one of its **DIRECTOR - SRI ANKIT MITTAL [PAN : BEYPM6343D] & [AADHAAR : 5141 1356 5733]**, son of Sri Rajendra Mittal alias Rajendra Kumar Agarwal, Hindu by religion, Business by occupation, Indian by citizenship, residing at Shanti Warehouse, 3rd Mile, Sevoke Road, Ward No. 42 of Siliguri Municipal Corporation, P.O. Salugara, P.S. Bhaktinagar, Pin - 734008, District Jalpaiguri, in the State of West Bengal, India --- hereinafter called the **"DEVELOPER / PROMOTER / CONFIRMING PARTY / THIRD PARTY"** (which expression shall mean and include unless excluded by or repugnant to the context its director, authorized signatory, successors in office, legal representatives, administrators and assigns) of the **"THIRD PART"**.

The Vendor, Developer and Purchaser/Purchasers/Allottee shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party"**.

WHEREAS:-

Unless in this Indenture, there is something contrary or repugnant to the subject or context:-

a) **VENDOR/SECOND PARTY** shall mean **SRI ARUN KUMAR JAISWAL**, son of Late Birju Prasad Jaiswal, Hindu by religion, Business by occupation, Indian by citizenship, residing at Shes Basanta Road, Jyoti Nagar, Sevoke Road, Ward No. 41 of Siliguri Municipal Corporation, P.O. Sevoke Road, P.S. Bhaktinagar, Pin - 734001, District Jalpaiguri, in the State of West Bengal, India.

b) **DEVELOPER / PROMOTER / CONFIRMING PARTY/ THIRD PARTY** shall mean **ANKIT BEGRAJ JI CONSTRUCTIONS PRIVATE LIMITED**, a Private Limited Company, registered under the Indian Companies Act, 2013, bearing Certificate of Incorporation No. U45202WB2020PTC238744, Dated 07/08/2020, having its registered Office at Shanti Warehouse, 3rd Mile, Sevoke Road, Ward No. 42 of Siliguri Municipal Corporation, P.O. Salugara, P.S. Bhaktinagar, Pin - 734008, District Jalpaiguri, in the State of West Bengal, India and represented by one of its **DIRECTOR - SRI ANKIT MITTAL**, son of Sri Rajendra Mittal alias Rajendra Kumar Agarwal, Hindu by religion, Business by occupation, Indian by citizenship, residing at Shanti Warehouse, 3rd Mile, Sevoke Road, Ward No. 42 of Siliguri Municipal Corporation, P.O. Salugara, P.S. Bhaktinagar, Pin - 734008, District Jalpaiguri, in the State of West Bengal, India.

c) **PURCHASER (S) / FIRST PARTY** shall mean _____ Daughter of _____, by Religion Hindu, by Occupation Service, by Citizenship Indian, Resident of _____, P.O. _____, P.S. _____, Pin _____, District - _____, in the State of _____

d) **BUILDING** shall mean all that **Lower Ground + Elevated Ground + 7 Storied Residential cum Commercial Building Complex TOGETHERWITH** all that the piece and parcel of revenue redeemed land there unto belonging whereon or on part whereof the same is would erect and building containing an area measuring 1.20 Acres comprised in R.S. Plot No 18 & 19 corresponding to L.R. Plot No. 360 & 361, recorded in R.S. Khatian No. 840/11, 840/13 & 840/17 corresponding to L.R. Khatian No. 997, J.L. No. 02, R.S. Sheet No. 4 corresponding to L.R. Sheet No. 4 situated at Dabgram - I Gram Panchayat Area, within Mouza - Dabgram, Dist. Jalpaiguri, more

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fully and wherever the context so permits or intends shall including the building thereon.

e) PLAN shall mean the Building Plan approved from Jalpaiguri Zilla Parishad, Jalpaiguri on 07/12/2020 for a Lower Ground + Elevated Ground + 7 Storied Residential Cum Commercial Building consisting of total three Blocks on land measuring 1.20 Acres as more particularly described in the Schedule - A below.

f) APARTMENT/UNIT shall mean one **Flat / Shop Room / Office Room / Parking [Open / Covered]**, forming such as within the building would erect situated at Eastern Bye Pass Road, P.O. Salugara, within P.S. Bhaktinagar, comprised in R.S. Plot No. 18 & 19 corresponding to L.R. Plot No. 360 & 361, recorded in R.S. Khatian No. 840/11, 840/13 & 840/17 corresponding to L.R. Khatian No. 997, J.L. No. 02, R.S. Sheet No. 4 corresponding to L.R. Sheet No. 4 situated at Dabgram - I Gram Panchayat Area, within Mouza - Dabgram, Dist. Jalpaiguri.

g) UNDIVIDED SHARE shall mean the undivided impartibly proportionate share in the land comprised in R.S. Plot No. 18 & 19 corresponding to L.R. Plot No. 360 & 361, recorded in R.S. Khatian No. 840/11, 840/13 & 840/17 corresponding to L.R. Khatian No. 997, J.L. No. 02, R.S. Sheet No. 4 corresponding to L.R. Sheet No. 4 situated at Dabgram - I Gram Panchayat Area, within Mouza Dabgram, Dist. Jalpaiguri, attributable and allocable as against any unit as aforesaid, or relating thereto, the same being a part thereof in fact.

h) COMMON AREAS AND INSTALLATION shall mean those of the common area and facilities mentioned and specified in the **SCHEDULE - D** hereunder written and declared and expressed by the Vendor/Developer for common use and enjoyment of Co - owners.

i) COMMON EXPENSES shall mean and include all expenses for the maintenance, management, upkeep and administration of the building and in particular, the Common areas, and Installations and radiation of common services in common of the co- owners, and all other expenses for the common purpose including those mentioned in the **SCHEDULE - E** hereunder written to be contributed, borne, paid and shared by the co- owners.

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j) CO- OWNERS according to the context shall mean all the Purchasers/Owners, who for the time being shall either complete the purchase of any Apartment/Unit in the Building, or have agreed to purchase any Apartment/Unit of the Building, and take lawful possession of any such, unit, and all the unsold Units and /or Units therein possession where of not being parted with by the VENDOR and/or DEVELOPER.

k) ASSOCIATION shall mean the Association to be formed by all the co - owners as aforesaid for joint core, securities, preservation and maintenance of the said building, all the co - owners being agreement being to join such association or due formation thereof paying proportionately for such purpose.

l) DEVELOPMENT AGREEMENT shall mean a Development Agreement is done for development by and between the Vendor and Developer on this the 08th Day of December, 2020. The Development Agreement is duly registered by virtue of Deed No. I-1573 for the year 2020 an entered into Book No. I, Volume No. 0702-2020, Pages 39250 to 39290 and registered at the Office of the District Sub - Registrar, Jalpiguri, Dist. Jalpaiguri.

m) PROPORTIONATE SHARE shall mean the proportion which the built-up area of the said apartment/unit bears to the total built-up area of the said Building.

WHEREAS the **VENDOR - SRI ARUN KUMAR JAISWAL**, son of Late Birju Prasad Jaiswal had acquired by way of purchase, for valuable consideration and is the sole, absolute and exclusive owner in peaceful possession of all that pieces and parcels of the: -

Land Measuring 1 Bigha 4 Cotta or 0.3960 Acres, in part of R.S. Plot No's. 18 & 19, recorded in R.S. Khatian No. 840/11, under R.S. Sheet No. 04, J.L. No. 02, Touzi No. 03, situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, under Gram Panchayat Area, S.R. Office & District Jalpaiguri, by virtue of Deed of Conveyance, being Deed No. I-1784 for the year 2001 and registered in the Office of the Sub-Registrar Rajganj, Dist. Jalpaiguri duly executed by 1. MRS. RAMA CHAWALA, wife of Mr. Vijay Kumar Chawla of C/o M/S Chhawachharia & Co. of Nagrakata, P.S. Nagrakata, Dist. Jalpaiguri and represented by and through her **CONSTITUTED ATTORNEY - MR. DEEPAK DUA** alias MR. V.D. DUA, son of Mr. Jit Singh Dua alias Mr. A. Dua, Manager of Bagdogra Tea Estate, Dist.

Darjeeling, vide General Power of Attorney, executed on 10th day of June 1999 at Haryana & 2. MRS. KAROBI CHOWDHURI, wife of Mr. Prabal Chowdhuri of 343 Garia Gardens Kolkata 700084 and represented by and through her CONSTITUTED ATTORNEY - MR. DEEPAK DUA alias MR. V.D. DUA, son of Mr. Jit Singh Dua alias Mr. A. Dua, Manager of Bagdogra Tea Estate, Dist. Darjeeling, vide Special Power of Attorney, executed on 07th Day of May, 1999, by virtue of Document No. 378 for the year 1999 registered in the Office of The Sr. Sub-Registrar Dibrugarh, Assam.

AND WHEREAS a TITLE SUIT NO. 197/2018 was filed IN THE COURT OF LD. CIVIL JUGDE JUNIOR DIVISION AT JALPAIGURI by SRI ARUN KUMAR JAISWAL, son of Late Birju Prasad Jaiswal (Plaintiff) VS. 1. SMT. KORBI CHOUDHURY, wife of Probal Choudhury, 2. SMT. RAMA CHAWLA, wife of Sri Vijay Kumar Chawla, 3. SRI SUBHAS KUNDU, son of Sri Subal Chandra Kundu, 4. SRI UTTAM SAHA, son of Khoka Saha & 5. SRI GOUTAM SAHA, son of Khoka Saha (Defendants) and thereafter VIDE ORDER NO. 16 DATED 12/10/2020 The Ld. Court was finally passing a decree to dispose off the aforesaid title suit after amicably settled the disputes between Plaintiff and Defendants with Compromise Petition which is the part of decree of The Ld. Court.

Land Measuring 0.735 Acres, in part of R.S. Plot No's. 18 & 19, recorded in R.S. Khatian No's. 840/11, 840/13 & 840/17, under R.S. Sheet No. 04, J.L. No. 02, Touzi No. 03, situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, under Gram Panchayat Area, S.R. Office & District Jalpaiguri, by virtue of Deed of Conveyance, being Deed No. 1-1785 for the year 2001, executed on 09/04/2001, recorded in Book No. I, Volume No. 23, Pages from 169 to 174 and registered in the Office of the Sub-Registrar Rajganj, Dist. Jalpaiguri duly executed by 1. MR. RAJIV KRISHAN PURI, son of Late Kewal Krishan Puri of Akshay Jyoti Apartment, Don Bosco School, P.S. Bhaktinagar, Dist. Jalpaiguri, 2. SMT PRAVATI GHOSH ALIAS PRABHATI GHOSH, wife of Sri Sandeep Ghosh of Assam Branch India Tea Association, Dibrugarh Zone and represented by and through her CONSTITUTED ATTORNEY - SMT. NANDITA CHATTERJEE ALIAS BABY CHATTERJEE, wife of Sri Samar Nath Chatterjee alias Samarandra Nath Chatterjee, vide General Power of Attorney, executed on 08th day of March 2001, by virtue of G.P. No. 152 for the year 2001 registered in the Office of The Sr. Sub-Registrar, Dibrugarh, Assam & 3. SMT. NANDITA CHATTERJEE ALIAS BABY CHATTERJEE, wife of Sri Samar Nath


 SMT. KABITA DUTTA
 DIRECTOR

Chatterjee alias Samarandra Nath Chatterjee of Akshaya Tara Building, 2nd Mile, Sevoke Road, P.S. Bhaktinagar, Dist. Jalpaiguri.

Land Measuring 10 ½ Decimal or 0.105 Acres, in part of R.S. Plot No's. 18 & 19, recorded in R.S. Khatian No's. 840/11 & 840/17, under R.S. Sheet No. 04, J.L. No. 02, Touzi No. 03, situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, under Gram Panchayat Area, S.R. Office & District Jalpaiguri, by virtue of Deed of Conveyance, being Deed No. I-2295 for the year 2001, executed on 24th day of May 2001, recorded in Book No. I, Volume No. 27, Pages from 271 to 274 and registered in the Office of the District Sub-Registrar Jalpaiguri, Dist. Jalpaiguri duly executed by SMT KABITA DUTTA, wife of Sri Arun Dutta of Banarhat Tea Garden, P.S. Banarhat, Dist. Jalpaiguri.

Land Measuring 6 Cotta 14 Chhatak or 0.1134 Acres, in part of R.S. Plot No's. 18 & 19, recorded in R.S. Khatian No's. 840/11, under R.S. Sheet No. 04, J.L. No. 02, Touzi No. 03, situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, under Gram Panchayat Area, S.R. Office & District Jalpaiguri, by virtue of Deed of Conveyance, being Deed No. I-2296 for the year 2001, executed on 24th day of May 2001, recorded in Book No. I, Volume No. 27, Pages from 275 to 278 and registered in the Office of the District Sub-Registrar Jalpaiguri, Dist. Jalpaiguri duly executed by MRS. KUMKUM PURI, wife of Mr. Narendra Kumar Puri of Vernon Lodge, Coach Behar Road, P.S. & Dist. Darjeeling.

AND WHEREAS by virtue of aforesaid four separate Deed of Conveyance, being **Document No's. I-1784 of 2001, I-1785 of 2001, I-2295 of 2001 and I-2296 of 2001** the aforesaid **VENDOR - SRI ARUN KUMAR JAISWAL** became the sole, absolute & exclusive owner of all that piece or parcel of the aforesaid land in total measuring $0.3960 + 0.735 + 0.105 + 0.1134 = 1.3494$ Acres, but now the above named **VENDOR**, only in possession of land measuring **1.20 Acres**, having permanent, heritable & transferable right, title & interest therein and have been possessing the same peacefully without any objections, disturbances or interference from anybody whomsoever being free from all encumbrances and charges whatsoever in part of R.S. Plot No's. 18 & 19, recorded in R.S. Khatian No's. 840/11, 840/13 & 840/17 under R.S. Sheet No. 04, J.L. No. 02, Touzi No. 03, situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, under Gram Panchayat Area, District Jalpaiguri and the aforesaid land is fully described in Schedule - "A" below.

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AND WHEREAS thereafter the above-named **SRI ARUN KUMAR JAISWAL**, got his name mutated in the records of the office of Block Land & Land Reforms Officer (B.L. & L.R.O.), Rajganj, Dist. Jalpaiguri, vide **Mutation Case No. IX-II/410-D-I/02-03 dated - 13/05/2003.**

AND WHEREAS possessing the aforesaid land above named Vendor hereof **SRI ARUN KUMAR JAISWAL** duly got his name recorded in the Office of B.L. & L.R.O., Rajganj, Dist. Jalpaiguri and his name is duly recorded in L.R. Khatian No. 997 in respect of L.R. Plot No. 360 (0.83 Acres), 361 (0.37 Acres) of Mouza - Dabgram, P.S. Bhaktinagar, J.L. No. 02, L.R. Sheet No. 04 under Gram Panchayat Area, District Jalpaiguri.

AND WHEREAS thereafter the above-named **VENDOR - SRI ARUN KUMAR JAISWAL** also got **Land Use Certificate (LUC)** from the Office of the **Rajganj Panchayat Samity** to Use of land for Commercial Purposes vide **Memo No. 0028/RAJ/PS/PL dated - 12/04/2019.**

AND WHEREAS the above-named **VENDOR - SRI ARUN KUMAR JAISWAL** got **No Objection Certificate (NOC)** from the Office of the **Dabgram - I Gram Panchayat**, dated - **02/05/2019** for conversion of aforesaid land from **Sahari & Dahala to Bastu (for commercial use).**

AND WHEREAS thereafter the above named **VENDOR - SRI ARUN KUMAR JAISWAL** also got his land converted from **Sahari to Commercial Bastu** in respect of L.R. Plot No. 360 (0.8300 Acres) and from **Dahala to Commercial Bastu** in respect of L.R. Plot No. 361 (0.3700 Acres) respectively recorded in L.R. Khatian No. 997, situated within Mouza - Dabgram, J. L. No. 02, L.R. Sheet No. 04, Pargana-Baikunthapur, under Gram Panchayat Area, P.S. Bhaktinagar in the district of Darjeeling vide **Memo No. 209/XIII-27/870/LMS-II/DLLRO/JAL/19 Dated 25/10/2019** in the Office of the **D.L. & L.R.O, Jalpaiguri.**

AND WHEREAS the Vendor hereof **ARUN KUMAR JAISWAL** had got the Building Plan approved from Jalpaiguri Zilla Parishad, Jalpaiguri on 07/12/2020 and Dabgram-I Gram Panchayat being No. 10/Building Plan/Dab-I/2020 dated 30/12/2020 approved on 13/01/2021 for a Lower Ground + Elevated Ground + 7 Storied Residential Cum Commercial Building consisting of three blocks on land measuring 1.20 Acres as more particularly described in the Schedule - A below.

AND WHEREAS thereafter the aforesaid **VENDOR - SRI ARUN KUMAR JAISWAL** being desirous to developed his aforesaid land into Residential cum Commercial building complex has appointed to **ANKIT BEGRAJJI CONSTRUCTIONS PRIVATE LIMITED**, a Private Limited Company, as a Developer/Promoter for construction/development of a Proposed Lower Ground + Elevated Ground + 7 Storied Residential cum Commercial Building on the aforesaid total plot of land measuring 1.20 Acres by virtue of Development Agreement, vide Deed No. 1-1573 for the year 2020, recorded in Book No. I, Volume No. 0702-2020, Pages from 39250 to 39290 and registered in the office of the D.S.R. Jalpaiguri, Dist. Jalpaiguri.

AND WHEREAS the Said Land is earmarked for the purpose of a construction of Residential cum Commercial building complex, Lower Ground + Elevated Ground + 7 storied building in three blocks and the said project shall be known as "**ATMOSPHERE HAPPY HOMES**".

AND WHEREAS the Vendor & Developer has already is in process of construction of the said Proposed Lower Ground + Upper Ground + 7 Storied Residential cum Commercial Building divided into several independent residential flat/shop room/office space/parking space.

AND WHEREAS the Vendor & Developer has formulated a scheme to enable a person/persons/party intending to have own ownership of apartment/unit in the said Building along with undivided proportionate share in the land mentioned in Schedule - A and along with the common areas in the said multistoried building / blocks, such as the landings, staircase, common passage in the building, open space, toilet, STP, well and other fittings and fixtures and other common parts / services of the building, and the common facilities as more fully described in the Schedule "C" given herein below.

AND WHEREAS the **PURCHASER** being in need of such type of ownership Flat / Unit for use in the locality where the said Residential Cum Commercial Housing Complex named "**ATMOSPHERE HAPPY HOMES**" is situated, has/have approached the Vendor/Developer expressing the desire to have a ownership FLAT / UNIT in the said Residential cum Commercial Building and accordingly then also has/have examined and inspected the documents of title of the Vendors and the documents of the Developer, to all that piece or parcel of land as more fully described in the Schedule " A " given herein below along with building plan duly approved by the Jalpaiguri Zilla Parishad, Jalpaiguri and has/have also seen and inspected the



standard of workmanship in construction, quality of materials used, construction of the said building/block to the extent constructed as on the date of execution of these presents and after satisfying himself/herself/themselves/itself about the title of the Vendor and interest of the Developer, as to the land as well as the standard of construction, the Purchaser/s has/have decided to purchase the said Ownership Flat / Unit and the Purchaser/s has then through an application requested the Developer, for allotment of a Residential Flat, having Rera Carpet Area measuring _____, Super Built Up Area measuring _____ **Square Feet** and Built Up Area measuring _____ **Square Feet**, situated at _____ **Floor** of **Block No. _____, _____ BHK, Being Flat No. _____** along with one **Covered/Open Parking Space** measuring _____ **Square Feet** at **Ground Floor**, in the Residential cum Commercial Building complex named "**ATMOSPHERE HAPPY HOMES**".

AND WHEREAS the Vendor and the Developer, considering the Price offered by the Purchaser/s to be highest prevailing in the market, has allotted a Residential Flat having Rera Carpet Area measuring _____, Super Built Up Area measuring _____ **Square Feet** and Built Up Area measuring _____ **Square Feet**, situated at _____ **Floor** of **Block No. _____, _____ BHK, Being Flat No. _____** along with one **Covered/Open Parking Space** measuring _____ **Square Feet** at **Ground Floor**, of the said Residential cum Commercial Building Complex "**ATMOSPHERE HAPPY HOMES**", more fully described in the **SCHEDULE - B** below, to the Purchaser/s.

AND WHEREAS the Vendor and the Developer, has/have accordingly in furtherance of the said allotment for sale of the said Residential Flat more or less having Rera Carpet Area measuring _____, Super Built Up Area measuring _____ **Square Feet** and Built Up Area measuring _____ **Square Feet**, situated at _____ **Floor** of **Block No. _____, _____ BHK, Being Flat No. _____** along with one **Covered/Open Parking Space** measuring _____ **Square Feet** at **Ground Floor**, of the said Residential cum Commercial Building Complex "**ATMOSPHERE HAPPY HOMES**", for a total consideration of **Rs. _____/- (Rupees _____)** only, free from all encumbrances, charges, liens, attachments, mortgages and all or any other liabilities whatsoever and the said flat premises is more fully described in **SCHEDULE -B** herein under written.


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AND WHEREAS the Vendor has/have requested the Purchaser/s to make the total payments/consideration amount to and in favour of the Developer / Confirming Party of these presents.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS: -

1. That in consideration of a total sum of **Rs. _____/- (Rupees _____)** only, paid by the Purchaser/s to the Vendor / Developer / Confirming Party, the receipt whereof the Vendor / Developer / Confirming Party, do hereby acknowledge and grant full discharge to the Purchaser/s from the payment thereof and the Vendor / Developer / Confirming Party, do hereby convey and transfer absolutely the said Residential Flat having Rera Carpet Area measuring _____, Super Built Up Area measuring _____ **Square Feet** and Built Up Area measuring _____ **Square Feet**, situated at _____ **Floor** of **Block No. _____**, _____ **BHK**, **Being Flat No. _____** along with one **Covered/Open Parking Space** measuring _____ **Square Feet** at **Ground Floor** of the said Residential cum Commercial Building Complex "**ATMOSPHERE HAPPY HOMES**", together with the undivided proportionate share in the land underneath the said building/block and together with the undivided proportionate share in all common parts, portions, areas, facilities and amenities, property sold herein is more fully and particularly described in the "Schedule - B" appended herein under, to the Purchaser/s who will and shall have the right **TO HAVE AND TO HOLD** the same absolutely, free from all encumbrances subject to the payments of all rents, taxes, assessments, rates, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof to the Government of West Bengal, Gram Panchayat, Local Authority or any other concerned / related authorities.
2. That the Purchaser/s has/have examined and inspected all the documents of title of the Vendor and the Developer, the scheme of the Vendor and the Confirming Party to build the said Residential Cum Commercial Building Complex, Site Plan, Building Plan, Foundation Plan, Lay Out Plan, Structure Details of Beam and Slabs, Typical Floor Plan, Front Elevation, Rear Elevation / Sectional details of Staircases as well as the common part & portions & areas and the common provisions & utilities and has/have also seen and inspected the construction work of the building/blocks and all other approvals issued by Concern Authorities and/or any other Governmental Authority competent to issue such permission/approval with regard to the construction of the said Residential Cum Commercial Building Complex and has/have satisfied

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himself/ herself/ themselves/itself about the standard of construction thereof including that of the property purchased by the purchaser/s and the purchaser/s has confirmed that he/she/ they / it, is/are fully satisfied in all respects, with regards to the right, title and interest of the Vendor together with the interest of the Developer in the said Residential Cum Commercial Building Complex and has/have understood all limitations and obligations of the developer in respect thereof. It is further stated that the purchaser/s herein has completely satisfied himself/herself/itself/themselves with all aspects of the said Residential Flat Premises as purchased by him/her/them/it and appurtenances, including the measurement of the said flat.

3. That the Vendor/ Developer declares that the interest which they profess to transfer hereby subsists as on the date of these present and that the Vendor and Developer has/have not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule - B property or any part thereof to or in favor of any other party or persons and that the property hereby transferred, expressed intended so to be transferred suffers from no defect of title and is free from all encumbrance whatsoever and that the recitals made hereinabove and hereinafter are all true and in the event of any contrary, the Vendor and Developer shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustain in resulting there from.
4. That the Vendor/Developer further covenants with the Purchasers that if for any defect of title, the Purchasers is deprived of ownership or of possession of the said property described in the Schedule - B below or any part thereof in future, then the Vendors and Developer shall forthwith return to the Purchasers the full or proportionate part of the consideration money as the case may be.
5. That the Vendor does hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule - A property is held by the Vendor under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendor proposes to the transfer subsist and the Vendor have full right and authority to transfer the Schedule - B property to the Purchaser/s in the manner as aforesaid and the Purchaser/s shall hereinafter peacefully and quietly possess and enjoy the said Schedule - B property without any obstruction or hindrance whatsoever.



6. That the Vendor and Developer hereby declare and covenants with the Purchaser/s that there exists no mortgage charge, attachment or encumbrance on the Schedule- B Property hereby sold and conveyed, expressed or intended so to be or and part thereof and the Vendor and Developer has/have not entered into any binding contract with any other person/persons for sale of the said Schedule- B Property or any part of these presents and that the Schedule- B Property hereby sold and conveyed, expressed or intended so to be is in actual and physical possession of the Vendor and Developer on the date of these presents and is free from all encumbrances and charges and the Vendor and Developer hereof covenants with the Purchaser that in the event of discovery of any such mortgage, charge, attachment, contract for sale or any other encumbrance whatsoever with respect to the said Schedule- B Property, the Vendor and Developer shall be liable to compensate the Purchaser/s adequately for the loss or injury sustained or to be sustained by the Purchaser/s in consequence thereof.
7. That the Purchaser/s will obtain his/her/their/its own independent Electric Connection / Connection Meter in his/her/their/its own name, from the West Bengal State Electricity Distribution Company, Limited, Siliguri or from the Concerned Department, by paying the requisite fee / charges/Security Deposit Amount as required. The Vendor/s and the Developer shall not be liable to provide and arrange for the same at all.
8. That the Generator as installed by the Vendor / Developer, shall be used strictly for the lightning of the common areas, spaces, car parking space and for the running of the common utilities of the said Residential Cum Commercial Building Complex.
9. That the Furthermore it is stated that each of the residential flat shall be provided a power back up from the said Generator. That the running and maintenance costs and expenses of the generator shall be borne by the purchasers/s and shall be included in the maintenance costs/expenses. It is stated that the Purchaser/s herein, shall not be allowed to consume more than the limit set by the association of apartment owners or any other body from the Generator, as mentioned herein above and in case of exceeding the limit and/or breach, then the purchaser/s shall have to pay the charges for such extra usage and will also be duly fined and further will not be able to avail the power backup facility henceforth. The


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discretion of the then governing body shall be final, absolute and binding.

10. That the Developer shall either directly or through its appointed Maintenance Agency as the case may be, provide the requisite common area maintenance and other services of the said Residential Cum Commercial Building Complex, the maintenance services shall broadly include but limited to garbage disposal and upkeep, water supply, sewerage system and drainage system, electricity and lighting facilities for the common area and internal roads, generator running and maintenance costs, maintenance and upkeep of lifts, internal roads, pathways, boundary wall / fencing, horticulture, provision of general watch and ward within the said Complex "ATMOSPHERE HAPPY HOMES" (collectively referred to as Maintenance Services).
11. That it is hereby agreed that the Developer shall be entitled to undertake the provision of the Maintenance Services, either through itself or through any other appropriate agency appointed by it (referred to as "Maintenance Agency"). The Purchaser/s hereby agrees and undertakes to make timely payment towards all charges, and dues in relation to provision of the Maintenance Services (the "Maintenance Charges") as may be determined / revised by the Developer / Maintenance Agency from time to time. In addition to the maintenance charges, the Purchaser/s also undertakes and agrees to make the timely payment of the charges for power back-up, to the Maintenance Agency. The Charges for power consumption will be determined by the Maintenance agency from time to time based on the price of fuel, maintenance, management and upkeep of DG set, etc., and the bills for power back-up will be raised by the Maintenance Agency. The Purchaser/s agrees and undertakes to pay maintenance expenses/charges and power back-up charges/bills and/or other charges/bills etc., monthly/quarterly, as raised by the said Maintenance Agency from the date of possession or deemed date of possession irrespective of whether the Buyer is in the occupation/possession of the said Schedule- B Property or and/or from the date of registration of the said Schedule- B Property, whichever occurs earlier. In case of failure of the Purchaser/s to pay the maintenance bill, power back up or other charges on or before the due date, the Purchaser/s in addition to permitting the Developer / Maintenance Agency to deny him/her/them the maintenance service authorizes the Firm / Maintenance Agency to realize the said

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outstanding amount with interest thereon by legal means and/or by withdrawing the common services, till such amount is paid. The Purchaser/s further undertakes and agrees that in the event of his/her/its/their default in making the payment of maintenance charges and power back-up charges and all other charges due to be payable by him/her/them/it etc., the Developer / Maintenance / Agency shall be free to disconnect the power back-up facility, water supply and/or withheld other services till such time, until entire dues of Maintenance charges are paid by the Purchaser/s. The Purchaser/s further agrees not to raise any objection against such disconnection and/or termination of services.

12. That it is stated that in case the Purchaser/s makes default in payment of the proportionate share towards the common expenses/ maintenance charges (Described in the Schedule-D given herein under) within time allowed by the Developer or the Apartments owners Association the Purchaser/s shall be liable to pay interest at the rate of 2% per month or part of a month compoundable for the period of default on all amounts remaining so unpaid along with such dues arrears and shall also be liable to compensate Developer or the Association acting at the relevant time for any loss or damage suffered by the Developer/Association in consequence thereof and the Purchaser/s shall also be restrained from using the common facilities.
13. That the Purchaser/s agrees and undertakes to enter into and execute a separate agreement as required under law, with the Developer / Maintenance Agency (the "Maintenance Agreement") and sign other documents in relation to provision of the maintenance services in the said Residential Cum Commercial Building Complex and shall deposit the Security Money for such maintenance as may be determined by the Developer / Maintenance Agency. The Maintenance Agreement may inter alia specify the Maintenance Service to be provided in relation to the said Schedule- B Property and the said Residential Cum Commercial Building Complex named "ATMOSPHERE HAPPY HOMES" and also the applicable security deposit and Maintenance Charges payable by the purchaser/s in respect of the same, to be decided at that point of time.
14. That the parties hereto agree and acknowledge that this security deposit shall pursuant to any transfer (whether by means of sale, assignment, disposal or otherwise) of the said Schedule- B Property, by the

Purchaser/s to a third party, be transferred in the name of such third party / transferee.

15. That from the date of possession or deemed date of possession and/or from the date of registration of the Schedule- B Property, whichever occurs earlier, the Purchaser/s shall be liable to and undertakes and agrees to bear all the taxes including the Panchayat Taxes, Multistoried taxes and/or other taxes, holding charges and refurbishing charges, general maintenance charges, maintenance charges and all other outgoings presently payable or which may be imposed or levied in future in respect of the said Schedule- B Property and proportionately for the whole complex and premises regularly and punctually, whether actual physical possession of the said Schedule- B Property is taken or not, by the Purchaser/s.
16. That the Purchaser/s hereto agrees that in addition to the Maintenance charges, the Purchaser/s shall also pay/provide from time to time, as may be specified and demanded by the Developer / Maintenance Agency to contribute to a 'Replacement Fund', which shall be utilized for the express object of providing for replacement or refurbishing of capital / maintenance equipment or for carrying out major repairs to the machinery and equipment, installed in the said Residential Cum Commercial Building Complex.
17. That the Purchaser/s shall be entitled to use and pay for such proportionate charges for common facility if any, such as repair and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sewerage treatment plant, sweepers, chowkidar/guards, security, community hall, children play area, garden maintenance, common electric bill etc., as will be determined by the Developer/Maintenance Agency from time to time till the time as executive body / agency or any other authority of the building is formed to take care of the common maintenance of the building/complex.
18. That the Purchaser/s further declares and covenants, that the Electricity Bill consumed of and in respect of the functioning of the STP (SEWERAGE TREATMENT PLANT) shall be paid through the common maintenance funds of the society/ executive body / agency or any other authority of the building as is formed to take care of the common maintenance of the building/complex. It is further stated that the liability in respect of the Electricity Bill for functioning the STP, as stated


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herein above shall not at all, be the liability of any single block, irrespective of the Electric Power, being consumed, from the said/any particular block. The Purchaser/s further declares and agrees to pay his/her/their/its share of expenses/charges incurred for the running of STP.

19. That the Purchaser of these presents by virtue of purchase of the Schedule- B Property shall be deemed to have been the member of the Club House.
20. That the Purchaser/s agrees and undertakes that the Purchaser/s shall not do or permit to be done, to any of the following acts,
- (i) To store /stock / bring into / keep in the said Schedule- A / Schedule- B Property any goods / material / fluid / chemical/ substance of explosive / hazardous / combustible / inflammable nature or any act which has effect of doing so, either directly or through any of the purchaser's agents, servants, employees, licensees, or visitors, which may cause risk of fire or which on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the building/complex or neighboring property / buildings, and / or the assets of the other neighbors.
 - (ii) Not to damage demolish or cause to be damaged or demolished the said Schedule- A / Schedule- B Property or any part thereof or the Fittings and fixtures thereto. That the Purchaser/s hereby covenant with the Developer not to dismantle, divide or partition the Schedule- B Property hereby sold and conveyed in favor of the Purchaser/s in part or parts in any manner whatsoever and the same shall be hold by the Purchaser/s as one and only one independent unit exclusively for residential purpose only.
 - (iii) That Not to close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls or the fences of external doors and windows including grills of the said Schedule- B



Property, which in the opinion of the Developer and/or its nominee/s differs from their own color scheme.

- (iv) Not to obstruct the lobbies, entrance, stairways, pathways and keep them free for ingress and egress.
- (v) Not to do any act or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Schedule- A / Schedule- B Property or any part of the said building or caused increased premium payable in respect thereof of the said building or the Complex, if insured.
- (vi) Not to use the said Schedule- B Property other than the residential purpose. Under no circumstances shall the Purchaser/s use or allow the said Schedule- B Property to be used for commercial, industrial or non-residential purposes. The Purchasers shall also not use the said flat as a religious establishment, guest house, serviced apartment, mess, chummary, hotel, restaurant, nursing home, dispensary, meeting place, club, school or other public gathering place.
- (vii) Not to encroach upon any portion of the land or building carved out by the Developer for the purpose of road, landings, stairs or other community purposes and in the event of encroachments, the Developer or the Executive Body or any authority of the occupants of the building acting as such at the relevant time shall be entitled to remove such unauthorized act or nuisance by force and the Purchaser/s shall be legally bound to repay the entire cost and expenses including damages if any will be caused by such nuisance and its subsequent removal.
- (viii) No sign board, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building. No radio or television aerial shall be attached to or hung from the exterior of the building.
- (ix) Similarly, the Purchaser/s shall not keep in the parking place anything other than the private motor car or motor cycle and



shall not raise up any kutchha or pucca constructions/structure, grilled wall or enclosure thereon or part thereof and shall keep it always open as it is. Dwelling or staying of any person or blocking by putting/storing any articles shall not be permitted at all in the said parking spaces.

- (x) No Installation of Generator: That the use of personal generator of any kind and description of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the residential flat of the building save and except the battery-operated inverter.
- (xi) No bird or animal shall be kept or harbored in the common areas of the complex. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Residential Cum Commercial Building Complex.

21. That the Purchaser/s further agrees, acknowledges, undertakes and covenants that,

- (i) That the Purchaser/s agrees and undertakes to co-operate with the Developer at all times, and shall from time to time, sign and execute all applications, papers, documents, maintenance agreement and all other relevant papers, do all the acts, deeds and things as the Developer may require for the purposes of safeguarding the interest of the occupants of the said Residential Cum Commercial Building Complex known as "ATMOSPHERE HAPPY HOMES".
- (ii) That the Purchaser/s shall be liable to pay taxes such betterment fees and development fees and levies that may be charged / imposed by any government authorities or statutory bodies, taxes such as vat, service tax duties, leaves, cess, fees, value added tax, customs and excise duties, real estate taxes other panchayat taxes and duties, environmental taxes and duties and any other type of taxes or duties of a like nature in any relevant jurisdiction together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied imposed upon or claimed to be owed in any relevant



jurisdiction, by the State or the Central Government and/or any appropriate authorities concerned on the construction and sale of the Schedule-B property.

- (iii) That the Purchaser/s shall keep the said Schedule- B Property in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances anywhere in the complex or otherwise.
- (iv) That the Purchaser/s shall always observe the rules and regulations as framed by the Developer and/or the organization / agency / association / holding.
- (v) That the Purchaser/s shall always co-operate with the flat owner's association and the Developer in the management and maintenance of the said Residential Cum Commercial Building Complex.
- (vi) That the Purchaser/s shall allow the Developer's or Maintenance Agency's representative with or without workmen to enter into the said Schedule- B Property for the purpose of maintenance and repairs, inspecting, examining, checking, testing, construction, developing, preparing, running, repairing, altering, modifying, installing, erecting, fixing, anything whatsoever in relation to or development and/or safety of the building but only with 48 hours prior notice.
- (vii) That the Purchaser/s shall maintain and/or remain responsible for the structural stability of the said Schedule- B Property and not to do anything which has the effect of affecting the structural stability of the building. That the Purchaser/s further agrees and confirms that the Vendor/Developer shall have the right to sale any part and portion of the Complex, as per their scheme.
- (viii) That the Purchaser/s hereby agree and undertake that he/she/it/they shall record and stipulate the

clauses/undertaking of this deed in all the subsequent transfer documents/deeds. However, if the purchaser/s herein and/or the then transferor fails to record the stipulated clauses/undertakings in the said instruments of transfer/deed/s etc., even then the said intended Purchaser/s or the then Purchaser/s shall be binded & guided by the clauses/undertakings mentioned in this deed.

- 22.** That the Vendor / Developer has made clear to the Purchaser/s that it may carry out extensive developmental / construction activities in future in the entire area falling inside / outside the land beneath the building in which the Flats are located and that the Purchaser/s has confirmed that he/she/they/it shall not raise any objections or make any claims or default in any payments as demanded by the Developer/Maintenance Agency on account of inconvenience, if any, which may be suffered by him/her/them/it due to such developmental/construction activities or incidental/related activities. And if the Developer in due course of time deems fit and proper to extend this said project by developing the nearby land, then the habitants /occupants of the said extended project shall be entitled to use and enjoy all the common portions, common areas, common utilities, such as roadways, pathways, frontage, entry/exit points, passages, access -ways etc., and all the other facilities for enjoyment of the said added areas or any construction or development therein, as they have been inhabitants of the "ATMOSPHERE HAPPY HOMES". The Vendor and the Developer herein shall be entitled to construct further floors on and above the top roof of the building/s. The Purchasers hereby admits and accepts that the Vendor and the Developer and/or employees and/or agents and/or contractors of the Vendor and the Developer shall be entitled to use and utilize the common portions for movement of building materials and for other purposes. That the Vendor and the Developer has made clear to the purchaser/s that the Vendor and the Developer shall be entitled to link the said complex with lands or landed properties adjacent and/or adjoining to the said complex "ATMOSPHERE HAPPY HOMES" whether by acquiring (in their/its name or in the names of any group company/ associates/ sister concern/ nominee) the same and/or entering upon any negotiation or contract with the owners of the same and shall be entitled to give, take and/or share any right, title, interest, benefit, advantage etc., with the added areas as the Vendor and the Developer may from time to time deem fit and proper. That the Vendor and the Developer has further

made clear to the purchaser/s that the Vendor and the Developer may cause or allow building plans for construction at the said added areas to be sanctioned by using or showing the frontage or any other beneficial characteristics of the said complex "ATMOSPHERE HAPPY HOMES". For or relating to any such additions, constructions or alterations, etc., the Vendor and the Developer, with the approval of the experts, have the right to do all acts, deeds and things and make all alterations and connections and to connect all existing utilities and facilities available at the said complex "ATMOSPHERE HAPPY HOMES" viz. lifts, generators, transformers, water, electricity, sewerage treatment plant, drainage etc., thereto as they deem proper. The layout, landscaping, pathways, connectors may be revised or changed with the requirements of the added areas, for expansion of the said added areas.

- 23.** That the Purchasers undertakes that he/she/they/it shall become the member of association/society of the flats in said Residential Cum Commercial Building Complex, as may be formed by the Developer on behalf of the Purchaser/s or the flat/occupants/apartments owners association in the said Complex "ATOSPHERE HAPPY HOMES", and shall pay the fees, subscription charges thereof and shall also complete such documentation and formalities, as may be required by the Developer/flat owners association for this purpose, as and when the association is formed.
- 24.** That the Purchaser/s shall along with all the other occupants of the said Complex, shall have the responsibility, to renew and/or update, all the other license/s (i.e.) of fire, lift and/or any other facility/s, if required necessary, under the eye of law and the they shall also arrange to renew all the maintenance policy (Annually, Quarterly, Monthly, Daily or/on whatever basis), as they deem fit and proper, of the product/machinery/equipment's (if any).
- 25.** That the Developer shall have all the right, title and interest over the top roof, terrace of the building and shall be entitled to install any sort of tower lor which the Purchaser/s shall have no objection. That the Developer shall have the absolute right, title and interest over the same and can sell, lease or construct on the top roof of the building and use the top roof in any manner whatsoever including installation of any sort of tower, dish antenna, etc. That the Developer shall have full right to use the outer portion/exterior of the building for the purpose of the



advertisement/display & the Purchaser/s shall have no right in the said top roof of the building.

And out of aforesaid apartment/unit of the building the Developer shall have exclusive right over the unsold portion of the building and Purchaser/s shall have no objection in this regard.

That the Land Owner shall be entitled to use the common passage for the ingress and egress on his remaining portion of the land at all time without any objection from the parties under them.

- 26.** That the Purchaser/s shall have the right to get his/her/their/it name mutated with respect to the said Schedule - B property both at the office of the B.L. & L.R.O. Rajganj and any other concern authorities and get it numbered as a separate holding and shall pay taxes and other taxes and all outgoings, as may be levied upon the purchaser/s in respect of the said Schedule- B Property and proportionately for the whole building / complex from time to time.
- 27.** That the Purchaser/s shall have the right to sale, gift mortgage or transfer otherwise the ownership of the Schedule - B property or let-out lease out the Schedule-B property to whomsoever and the rights of the Purchaser/s are confined only to the said Flat and appurtenances as more fully described in the "Schedule-B" hereunder written and undertakes not to claim any right, title and interest, in any manner whatsoever, over and in respect of other areas, amenities and spaces and the Vendor and the Developer is/are entitled to deal with and dispose of all other portions of the said premises and the said complex to the third parties at the sole discretion of the Vendor and the Developer to which the purchaser/s under no circumstances shall be entitled to raise any objection. The Purchaser/s waves all right to objections voluntarily.
- 28.** That the Vendor/Developer shall not be liable at any time under any circumstances for any rate/or tax pertaining to the Schedule-B property except the unsold portion of the building which shall be borne by the Vendor/Developer proportionately with all the Purchasers/s unless separately levied upon and charged for.
- 29.** That the Vendor and Developer will not be liable for any loss arising in case or out of fire, tempest, earthquake, flood and/or due to any other

calamities, and if, due to fire, tempest, earthquake, flood and/or due to any other calamities the whole building is damaged, demolished then the occupiers or owners the building shall take possession of the land on which the building stands and damaged properties as the case may be and they will jointly take necessary steps for reconstruction of the building dividing expenses or construction costs and repairs as they shall mutually decide at that appropriate time.

30. That the Vendor and Developer further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchaser/s for the property hereby conveyed at the cost of the Purchaser/s.
31. That the said Residential Cum Commercial Building Complex, shall always be known as **"ATMOSPHERE HAPPY HOMES"** and this name shall not be changed by any association or society of the Flats Owners / Occupants or any other person claiming through them.
32. That the matters not specifically stipulated in these presents or in the event of any dispute or differences in between the parties or in relation to or arising out of or touching this deed or the validity, interpretation, performance, implementation, breach or enforceability of this deed (collectively disputes) shall be referred to the Arbitral Tribunal as described herein below and shall be final resolved by the arbitration under the Arbitration Act and Conciliation Act, 1996, with modifications made from time to time. It is agreed by and between the parties herein that the Arbitral Tribunal shall consist of 1 (one) Sole Arbitrator, who shall be an Advocate, to be nominated by the Developer. The place of arbitration shall be Siliguri only and the language of arbitration shall be English. The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/ directions and shall be further entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim / final award shall be binding on the Partics. It is stated that the partics shall not commence any legal proceedings and no receiver shall be appointed in the said premises or the said building unless the same is first referred to Arbitration and the Arbitration has given his/her award. All the proceedings are subject to the exclusive jurisdiction of the Courts at Jalpaiguri.