

- 18.1.1 **Constitution of Arbitral Tribunal:** The Arbitral Tribunal shall consist of 1 (one) arbitrator, who shall be an Advocate, to be nominated by Saha & Ray, Advocates.
- 18.1.2 **Place:** The place of arbitration shall be Kolkata only.
- 18.1.3 **Language:** The language of the arbitration shall be English.
- 18.1.4 **Binding Effect:** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.
- 18.2 **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Flat And Appurtenances and/or the Said Building/Said Premises without first referring the matter to arbitration and till the Arbitral Tribunal has given its direction/award.
- 19. Jurisdiction**
- 19.1 **District Court and High Court:** In connection with the aforesaid arbitration proceeding, only the District Judge, South 24 Parganas and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.
- 20. Rules of Interpretation**
- 20.1 **Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include the other genders.
- 20.2 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.
- 20.3 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 20.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 20.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 20.6 **Successors:** A reference to a Party includes that Party's successors and permitted assigns.
- 20.7 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

1st Schedule
Part I
(Said Premises)

Land admeasuring 1.52 Acres i.e. (0.36 Acres in R.S./L.R. *Dag* Nos. 780, recorded in L.R. *Khatian* No. 2698, *Mouza* Daulatpur, J.L. No. 79 within the jurisdiction of *Kulerdari Gram Panchayet* and 1.16 Acres in R.S./L.R. *Dag* Nos. 12 and 13, recorded in L.R. *Khatian* No. 3968, *Mouza* Bagi, J.L. No. 78, within the jurisdiction of *Purba Bishnupur Gram Panchayet*, Police Station- Bishnupur, Additional District Sub-Registration Office Bishnupur, District- South 24 Parganas.

SOUMITA CONSTRUCTION PVT. LTD.

Arisban
Authorised Signatory

[Signature]