

THIS INDENTURE OF LEASE executed at Durgapur on this _____ day of _____ 2018 (TWO THOUSAND EIGHTEEN) **BETWEEN THE GOVERNOR OF THE STATE OF WEST BENGAL**, represented by the SPECIAL OFFICER, URBAN DEVELOPMENT (TOWN & PLANNING) BRANCH AND MUNICIPAL AFFAIRS DEPTT., GOVT. OF WEST BENGAL, having its office at ADDA, 1st Administrative Building, City Centre, Durgapur 713216 hereinafter referred to as "the **LESSOR**" (which term or expression shall unless excluded by or repugnant to the subject or context

be deemed to include its successors or successor/s-in-office) of the **FIRST PART AND _____**, hereinafter referred to as "the **LESSEE**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include _____ and permitted assigns) of the **SECOND PART AND MANI SQUARE LIMITED**, a Company, incorporated under Indian Companies Act, 1956, having Income Tax (PAN) Permanent Account No. AABCR3668M, having its Registered Office at No.IT-9, ninth floor, "Mani Square" 164/1, Manicktala Main Road, Kolkata 700054 represented by Mr. Sandip Chatterjee, (PAN AGQPC5069B) S/o, Mr. Aloknath Chatterjee, H/O Chatterjee Brothers, Gopalmath, Waria, P.O. Gopalmath, P.S. Durgapur, Burdwan – 713217, hereinafter called "the **Company / Developer**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and/or assigns) of the **THIRD PART**.

WHEREAS:

- A) The Lessor herein, by a registered Memorandum of Understanding dated 29th May, 2009 registered with ADSR, Durgapur, Burdwan in Book No.I CD Volume No.9 Pages 2926 to 2946 Being No.03392 for the year 2009 (hereinafter called "the **MOU**") has appointed the SPS Mani Infrastructure Private Limited as the Developer and/or agent for development and marketing of residential-cum-commercial infrastructure at **All That** 49.946 Acres or 3021.7 cottahs or 2175647.7 square feet of land be the same a little more or less situate lying at and being Lay Out Plot No. 2, Block – Sovapur, P.S. Faridpur, at present Durgapur within the municipal jurisdiction of The Durgapur Municipal Corporation, comprised in various Dags at present L.R. Plot No. 1101 under Mouza – Sovapur – ADDA, P.S. – Faridpur now Durgapur, J. L. No.46, Khatian No.198, L.R.Khatian No. 850 as shown and delineated in RED Border on the **plan** annexed hereto and marked with **Annexure – "A"** morefully described in the **First Schedule** hereto (hereinafter called "the **said Land**") on the terms and conditions contained therein.
- B) The said MOU provided interalia as follows :-
1. The said SPS Mani Infrastructure Private Limited would pay to the Lessor a land premium for the said land at the rate of Rs.22,38,500/-

(Rupees Twenty-Two Lacs Thirty-Eight Thousand Five Hundred) only per acre [i.e. Rs.11,18,04,121.00 (Rupees Eleven Crores Eighteen Lacs Four Thousand One Hundred and Twenty-One) only for 49.946 acres of Land] at the time of / immediately prior to the execution thereof, and in pursuance whereof the Lessor would handover 'permissive possession' of the said Land to the said SPS Mani Infrastructure Private Limited simultaneously with the execution thereof for construction of commercial-cum-residential infrastructure meant for complete execution of the project in tune with the approved concept plan and disposal of the flats / apartments / residential plots / commercial spaces. The said SPS Mani Infrastructure Private Limited duly paid to the Lessor the said land premium for the said land of Rs.11,18,04,121.00 (Rupees Eleven Crores Eighteen Lacs Four Thousand One Hundred and Twenty-One) only, which the Lessor hereby admits and acknowledges.

2. The Lessor would handover to the said SPS Mani Infrastructure Private Limited possession of the said Land, on as is where is basis.
3. The Lessor would provide necessary assistance within its capacity and jurisdiction in the process of sanctioning of the plans for the project and also obtaining the requisite clearances from the required authorities and would also extend the necessary help to maintain liaison with Government agencies and statutory bodies for the purpose of water supply, drainage, power supply and all other relevant matters related to the project, All costs for this purpose would be borne by the said SPS Mani Infrastructure Private Limited.
4. The said SPS Mani Infrastructure Private Limited would be entitled to develop and market the project at the said Land to the prospective buyers who would be interested to purchase flat(s) / apartments / residential plots / plotted and constructed commercial space(s), which are to be disposed of by a tripartite lease to be executed by and between the State of West Bengal as the Lessor, the intending purchaser as the Lessee and the said SPS Mani Infrastructure Private Limited as the Developer.

5. The said SPS Mani Infrastructure Private Limited would have the sole discretion and prerogative to market the remunerative property (being the project at the said Premises / Development Parcel) and to determine and realize the premium of the developed residential plots, bungalows, multistoried building and commercial space(s) and car parking space(s) to be disposed of and would be entitled to take such premium without any objection or claim and dispute of the State of West Bengal and all such premiums would become the absolute property of the said SPS Mani Infrastructure Private Limited.
 6. The initial tenure of the lease would be of 999 years for the residential plots / units and 99 years for commercial plots / units and renewable as per existing norms of the State of West Bengal and that the ground rent payable by such intending purchasers / lessees to the State of West Bengal would be as follows:
 - a) Rs.10/= per cottah per annum for residential plots;
 - b) Rs.10/= per 100 sq.ft. per annum of the Chargeable Area for residential apartments;
 - c) Re.1/= per sq.ft. per annum of the Chargeable Area for commercial space(s);
 7. All taxes, duties or impositions upon the said Unit charged by local statutory authority or any other authorities shall be payable by the Lessees (i.e. intending purchasers) from the date of handing over of possession.
 8. The Lessor would not be held responsible for any delay, defective construction etc. in the execution of the works by the said SPS Mani Infrastructure Private Limited and any disputes arising with regard to the same or on later occasions would be rectified by the said SPS Mani Infrastructure Private Limited and the said SPS Mani Infrastructure Private Limited would keep the Lessor indemnified, harmless from all such claims / damages, if any, caused to the intending purchasers of the flats.
- C) The said Land is part of the Larger Parcel of land containing an area of 100 Acres more or less (hereinafter called "the **said Larger**

Premises”), out of which the said Land measuring **49.946 Acres** was earmarked as **Development Parcel** and the remaining **50.055 Acres** was earmarked as **Institutional Parcel**, which was leased out to **IQ City Foundation**.

- D) The said SPS Mani Infrastructure Private Limited and the said IQ City Foundation had decided to develop an integrated Knowledge City as also commercial exploitation of the said Premises / Development Parcel prepared a master plan which was duly approved by the Asansol Durgapur Development Authority (in short “**ADDA**”) under the Cover of their letter number ADDA/DGP/L-716/CS-58/05-06 (Pt-II) dated 31st March 2010.
- E) The said SPS Mani Infrastructure Private Limited has duly complied with its obligations under the said MoU and the State of West Bengal handed over permissive possession of the said Premises / Development Parcel to the said SPS Mani Infrastructure Private Limited and such fact was duly recorded in letter dated 26.10.2010 bearing No. ADDA/DGP/L-455/CS-58 issued by the Special Officer, Urban Development (T&CP) Deptt. & Chief Executive Officer, Asansol Durgapur Development Authority to the SPS Mani Infrastructure Private Limited.
- F) Plan for development and construction at the said Land (i.e. Development Parcel) has been sanctioned by the Durgapur Municipal Corporation vide Building / Development Plan No. CB/136/10 of 2010-2011 dated 21st December 2010 (in short “the **Plan**”).
- G) The Asansol Durgapur Development Authority has granted a registered power of attorney to the SPS Mani Infrastructure Private Limited, which is registered with the ADSR Durgapur, West Bengal in Book IV, CD Volume No. 1, Pages 3675 to 3689 and Being No. 00365 for the year 2011.
- H) The said SPS Mani Infrastructure Private Limited was subsequently renamed as IQ City Infrastructure Private Limited and a “Fresh Certificate of Incorporation consequent on change of Name” was issued by the Registrar of Companies, West Bengal on 27th August 2013.

- I) In terms of an Order dated 12th December 2016 passed by the Hon'ble High Court at Calcutta in C.P. No.864 of 2016 connected with Company Application No.322 of 2016 in the Hon'ble High Court at Calcutta, Original Jurisdiction [In the Matter of Sections 391(1), 393 and 394 of the Companies Act, 1956; And In the Matter of Tollygunge Estates Pvt. Ltd. and In the matter of IQ City Infrastructure Pvt. Ltd. and In the Matter of Mani Square Limited] the said IQ City Infrastructure Private Limited was with effect from the appointed date, being 1st April 2015 ordered to be transferred and amalgamated with Mani Square Limited being the Company/ Developer herein and hence the Company / Developer became seized and possessed of and obliged to All the assets and liabilities of the erstwhile IQ City Infrastructure Pvt. Ltd. including those under the Memorandum of Understanding dated 29th May, 2009. The said Order dated 12th December 2016 passed by the Hon'ble High Court has been duly filed with Registrar of Companies, West Bengal.
- J) The Company / Developer has formulated scheme for development of the said Land and maintenance and management thereof and divided the same into various Zones / Segments and developed certain Zones / Segments and agreed to allot various flats, plots etc., to the intending purchasers thereof and collected premiums and other agreed amounts from them. Commencement of development of various portions, zones, segments etc., of the said Land are yet to commence, which the Company / Developer plans / intends to develop in future, which the Lessor hereby confirms.
- K) The Company / Developer, alongwith the Lessee of the Institutional Parcel (i.e. **IQ City Foundation**), has also earmarked certain areas installations facilities and amenities which shall be serving and be common to the entire **IQ City Property**, being both the Said Premises / Development Parcel and the Adjoining Property / Institutional Parcel, such as roads, paths, passages, drainage sewerage, effluent treatment plant and water supply systems upto the point/s of entry to each segment, utility areas etc. (In short "the **Broad Infrastructure**"), final details whereof shall be such as be planned and finalised by the Company/Developer from time to time at its discretion.

- L) By and in terms of the Contract Documents, full details whereof are mentioned in the **Third Schedule** hereunder written, the Company / Developer allotted to the Lessee herein **All That** the said Unit fully described in the **Second Schedule** hereunder written (in short "the **said Unit**") for the consideration and on the terms and conditions therein contained. The Agreement dated_____ entered into between the Company / Developer and the Lessee, which forms part of the Contract Documents, contains details of the scheme framed by the Company / Developer for the time being as also the terms conditions covenants restrictions etc., for use and enjoyment of the Segmental Common Portions and the Broad Infrastructure.
- M) The Company / Developer duly completed the construction of the said Unit and the Tower _____ in the **Apartment Zone-1**, in which the said Unit is located, and has delivered possession of the said Unit to the Lessee on _____.
- N) The Lessor is now executing this Deed of Lease of the said Unit in favour of the Lessee.
- O) The Lessee has at or before the execution hereof fully satisfied himself as regards the total area comprised in the said Unit and the proportionate share of the Lessee in the Segmental Common Portions, the workmanship and quality of construction of the said Unit, and the Tower in which the same is situated and the structural stability of the relevant Tower. The Lessee has also seen inspected and satisfied himself with regard to the Area Certificate issued by Project Architects Housing Technology Consultants, an **original** copy whereof was duly forwarded to the Lessee under the cover of the pre-possession letter dated _____.
- P) At or before the execution hereof:
- a) The Lessee has examined all documents herein mentioned and got himself fully satisfied about (i) the title of the State of West Bengal to the said Land / Development Parcel, (ii) rights and powers of the Company as a developer, (iii) all legal incidents and matters in relation to the Said Premises / Development Parcel, including those

herein contained; and shall not be entitled to raise any objection thereto or make any requisition in connection therewith;

- b) The Lessee has seen and inspected the approvals permissions etc., for development at the Said Premises / Development Parcel as also the Master Plan hereinbefore mentioned and has fully satisfied himself about the validity and all other aspects thereof and shall not be entitled to raise any objection with regard thereto. The Company/Developer shall be at liberty to have the approvals permissions etc., and the Master Plan modified and/or altered and/or varied and/or revalidated and/or obtain sanction of fresh plan and the Lessee hereby consents to and confirms the same;
- c) The scheme pertaining to development of the said Land / Development Parcel and also as regards maintenance management administration and upkeep of the same, in particular the Common Areas and Installations (i.e. both the Broad Infrastructure and the Segmental Common Portions) and the Common Expenses, as contained in the Contract Documents; and the Lessor also confirms the same.

Q. The name of ADDA has been recorded as owner under the West Bengal Land Reforms Act, 1955, in LR. Khatian No. 850, and L.R. Dag No.1101.

NOW THIS INDENTURE WITNESSETH as follows :-

- I) In pursuance of the said MoU, the Contract Documents mentioned in the **Third Schedule** hereunder written and in the premises aforesaid and in consideration of the Lessee paying the consideration / premium to the Company/Developer as mentioned in the **Fourth Schedule** hereto (which the Company/Developer doth hereby as well as by the money receipt separately granted, admit and acknowledge and from the payment of the same forever release, discharge and acquit the Lessee and the said Unit) and in further consideration of the Lessee agreeing to pay to the Lessor the Lease Rent hereinafter reserved and agreeing to observe the Lessee's covenants hereinafter written, the Lessor doth hereby transfer, convey and

demise and the Company/Developer doth hereby confirm unto the Lessee herein **All That** the said Unit mentioned and described in the **Second Schedule** hereunder written free from all encumbrances whatsoever **To Hold** the said Unit and all other benefits and rights hereby granted as mentioned in these presents commencing from the date hereof for a period of 99 years, extendable or renewable at the option of Lessor **Yielding And Paying** therefor an annual Lease Rent to the Lessor in terms of the said MoU on or before the 31st day of March of such year for which such Lease Rent is due without any deduction or abatement whatsoever **Subject To** the observance and performance by the Lessee of the covenants, stipulations, restrictions, obligations contained in the Contract Documents as also those mentioned hereinafter, all of which shall be and be deemed to be covenant running with the land, **Subject Also To** the Lessee paying and discharging all taxes, impositions etc. of the said Unit wholly and for the Common Portions proportionately.

II) **THE LESSEE HEREBY COVENANTS WITH THE LESSOR AND THE COMPANY / DEVELOPER** as follows :-

- i) To pay the ground rent of Rs.10/- per annum per 100 sq.ft. of the leasable Area of the Flat comprised in the said Unit with effect from the date of possession of the Unit or the execution of this Indenture, whichever is earlier. The rate of ground rent may be amended from time to time by the Lessor.
- ii) In default of payment of rent or any other applicable charges/fees as provided herein the Lessee shall be bound to pay in addition to the arrear rent, interest at such rates as may be decided by the Lessor on the amount of rent or any other applicable charges / fees in arrear from the date of default till the date of payment and the arrear with interest payable thereof shall be realized as a public demand under the Bengal Public Demand Recovery Act or any Statutory modification thereof for the time being in force.
- iii) The Lessee has to pay Lease Rent to the Land & land Reforms Department, as per the Notification of Government being No. 2954(40)-LA/SC-134/06 dated 07.06.2007 as and when claimed by the

department along with the aforesaid Ground rent and any default of the said claim will be recovered under the provisions of Law.

- iv) To bear / pay and discharge all existing and future rates, taxes, assessments, duties and other impositions and outgoings whatsoever imposed or charged upon the Lessee and/or occupier in respect of the said Unit or payable by either in respect thereof.
- v) To use the said Unit only for residential purposes and for no other purposes whatsoever without the previous consent in writing of the Lessor, failing which the First Party / Lessor reserves the right to terminate the lease and to forfeit the amounts paid and resume possession of the said Unit subject to payment of such reasonable compensation for the said Unit, as may be decided by the Lessor at its sole discretion.
- vi) Not to make any additions and alterations to the said Unit, except with the prior approval of Lessor or any other local or statutory in that behalf, as the case may be.
- vii) Not to engage the said Unit in any commercial activity other than those prescribed by the Municipal or any other authority empowered to do so and without prejudice to the prior written permission of the Lessor and in particular to engage in trade and business which are offensive noxious or injurious to public health.
- viii) The Lessee shall be bound to abide by all the terms and conditions contained in the said MoU in so far as the same may be applicable to the Lessee, including as regards permission to be obtained from the State of West Bengal for alienation, transfer, sub-division, assignment, subject to payment of such charges and conditions, as may be decided upon by the First Party.
- ix) Should the Lessee die intestate leaving more than one heir then in such case the heir of the deceased Lessee shall hold the said property jointly without having any right to have partition of the same by metes and bounds or they shall nominate one person amongst them in favour of

whom the same shall vest in terms of the prevailing rules of the authority.

- x) No transfer of the said Unit shall be made except with prior permission of the Lessor shall be and subject to the payment of requisite transfer fee or any other charges be fixed from time to time by the Lessor and the said Lessee and/or transfer shall be governed on the same terms and condition as contained herein.
- xi) Should the Lessee die or go into liquidation after having made a bequest of the said Unit in favour of more than one person or die intestate leaving more than one heir, then and in such case, the persons to whom the said Unit be so bequeathed or the heirs or the successors in interest of the Lessee as may be approved by the Court or otherwise, as the case may be, shall hold the said Unit jointly without having any right to have partition of the same by metes and bounds or they shall nominate one person from amongst them in whom the same shall vest.
- xii) To bear and pay all expenses incurred in respect of preparation, execution and registration of this indenture including the stamp duty and registration fees payable therefore.
- xiii) To pay the proportionate charges of all Common Expenses as contained in the Contract Document, including but not limited to the lighting of street lights within the Project and the proportionate cost for the maintenance of the pumps for the supply of water and sewerage etc. to the said Unit.
- xiv) Not to use or allow to be used the said Unit for any illegal or immoral purposes or to be so used as the cause any annoyance or inconvenience to the occupiers of the Complex.
- xv) To keep the said Unit in clean and sanitary condition and in a proper state of repairs and in a habitable condition.
- xvi) To observe, perform and comply with all requisitions as may be from time to time be made by the Government or any Local or Statutory Body to the Lessee in respect of the said Unit.

- xvii) Not to claim partition of the Land Share attributable to the said Unit.
- xviii) Not to construct or allow the construction of any structure in any part of the said Unit as a place of public worship without prior permission of the Lessor in writing.
- xix) To keep the said Unit clear and free from all sorts of nuisance and not to allow heavy accumulation of water on it.
- xx) To yield up the said Unit at the determination of the lease in good and habitable condition in accordance with the covenants herein contained.
- xxi) The Lessee shall regularly bear, pay and/or discharge proportionately the Common Expenses and also the respective shares of maintenance charges, levies, taxes and several outgoings in respect of the said Unit, the Building(s) and the Premises.
- xxii) The Lessee and all other Co-Lessees shall observe, perform and fulfill the Common Rules and shall co-operate with the Maintenance Body(ies) in the management and maintenance of the Complex.
- xxiii) The Lessee along with other co-lessees of the Complex will be responsible for all safety and take adequate insurance including third party coverage, such insurance should cover risks of theft, fire, riot, sabotage and unrest to the extent received in addition to risk against risk and life and shall not hold the complex or the Lessor liable for the same.
- xxiv) All internal maintenance and management in respect of the said Unit or exclusively relating to the said Unit shall be done by the Lessee at his/her/its own costs, efforts and expenses.
- xxv) The Lessee hereby undertakes to pay proportionate charges for the maintenance of the common areas mentioned above to the Company / Developer or to Lessor or to the competent and/or applicable authority, as the case may be, at such rates as may be fixed from time to time by them and the Lessee further undertakes to pay all charges for supply of

water consumed by the Lessee as may be fixed by the concerned authority.

- xxvi) The Lessee admits and accepts that the entire electricity distribution network of the complex and/or the Complex (including all related equipments) shall, in due course of time, be transferred to West Bengal State Electricity Distribution Company Ltd. and upon such transfer, such distribution system shall become the property of the said West Bengal State Electricity Distribution Company Ltd. who shall be solely responsible for its maintenance and management and the Lessee hereby undertakes to pay all charges for the electricity at such rates as may be fixed by the said West Bengal State Electricity Distribution Company Ltd., from time to time.
- xxvii) To allow persons authorised by the Lessor to inspect, repair and clear the sewer lines and manholes or to do any other work in connection therewith within the said building and/or the Complex without any obstruction or hindrance.
- xxviii) No to claim any share and/or interest and/or right of any nature whatsoever other portions of the Complex, save and except the said Unit which has been clearly understood and accepted by the Lessee.
- xxix) The Lessor shall have the right and entitled to determine the lease and to re-enter and possess the said Unit in default of observance and performance by the Lessee of any of the material terms, conditions and covenants herein contained.
- xxx) With regard to user of said Unit and the Common Portions of the said Building / Zone / Segment and/or the Complex, the Lessee covenants as follows :-
 - a) The Lessee has taken inspection of the plans (including the layouts / schematic plans) and the said Unit and the Lessee is satisfied as to the construction thereof and the condition and description of all fixtures and fitting installed and/or provided therein and also as to the amenities and facilities appertaining to the said Unit and as to the nature, scope and extent thereof.

- b) The Lessee confirms that no complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. and regarding amenities provided in the said Unit and/or any part of portion of the Complex shall be entertained by the Lessor or the Company/Developer after execution of this Indenture.
- c) The Lessee shall apply for and have the said Unit separately assessed and mutated in the name of the Lessee in the records of the Durgapur Municipal Corporation and shall pay taxes accordingly.

III) THE LESSOR doth hereby covenant with the Lessee as follows :-

- i) Upon the Lessee paying the Lease Rent hereby reserved and observing and performing the several covenants and stipulation herein contained the Lessee shall peaceably hold possess and enjoy the said Unit during the term reserved herein without any interruption, eviction hindrance, claim or demand whatsoever by the Lessor or any person/s rightfully claiming under or in trust of the Lessor or any person rightfully claiming under or in trust of the Lessor or any person rightfully claiming under or in trust of him.
- ii) The Lessor hereby confirms that the title of the said Unit is free from all encumbrances and any dispute with regard to the title shall be dealt with and sorted out by the Lessor at its own costs, expenses and risks.
- iii) Subject to prior approval from the Lessor, the respective Lessees and/or their respective transferee(s) shall be entitled to transfer, assign, mortgage or otherwise deal with their respective Units without any claim or obstruction from any other Lessees but after paying all the dues and liabilities to the Company/Developer or the Maintenance Company in full and a no due certificate to that effect is issued / granted by the Lessor.
- iv) The Lessee shall be entitled to opt for the term lease for the like period on the same terms and conditions and to such other terms and conditions as may be imposed and included in such renewal lease deed by the Lessor.

IV) **THE COMPANY/DEVELOPER** and THE LESSOR doth hereby covenant with and confirm to the Lessee as follows:-

- i) The Lessor has full power and authority to transfer and convey the said Unit and the Lessor rights transferred herein to the Lessee.
- ii) The Company/Developer and the Lessor shall, at the cost and request of the Lessee, do all such acts and execute all such documents as may be required for more perfectly assuring the said Unit unto the Lessee and shall also produce all relevant documents and papers at the request of the Lessee and as convenient to the Company/Developer and/or the Lessor, unless prevented by fire or some irresistible force.

V) **PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED** as follows :-

- i) If the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether formally demanded or not) or if any covenant on the Lessee's part herein contained shall not be performed or observed or if the Lessee or other person in whom for the time being the term hereby created shall be vested shall become bankrupt then, and in any of the said cases, the Lessor shall be entitled to call upon the Lessee by giving notice in writing to the Lessee by registered post with acknowledgement due to rectify the defects and latches on the part of the Lessee and in the event of the Lessee failing to comply with the requisitions within three months after the date of receipt of such notice, it shall be lawful for the Lessor to take such appropriate legal steps for recovery of any damage which may be suffered by the Lessor on account of the default on the part of the Lessee to rectify its defaults and/or latches as aforesaid.
- ii) Any notice to the Lessee required to be served thereunder by way of request / demand or otherwise howsoever may be given by the Governor or the Government by leaving the same at or sending the same by post at the address of the Lessee herein mentioned and any notice sent by post shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post, it shall be sufficient to prove that the envelop containing the notice was posted and a certificate signed by the Government's Officer-in-Charge

of the Despatch Department that the envelop was duly posted shall be conclusive.

- iii) In case of any ambiguity, if arises in interpreting the Memorandum of Understanding and the Deed of Lease, subject to the conditions as enumerated in the Land Allotment Policy bearing No. :- No.6686-LP/1A-18/2012 dated 26/12/2012 of the State of West Bengal, the provisions of the Memorandum of Understanding shall prevail.

"THE FIRST SCHEDULE"

(the said Land)

ALL THAT the piece and/or parcel of land measuring in total an area of 49.946 acres or 3021.7 cottahs or 2175647.7 square feet be the same a little more or less situated lying at and being Layout Plot No.2, at present L.R. Plot No. 1101, Mouza-Sovapur (ADDA), J.L. No.46, Khatian No. 198, L.R. Khatian No. 850, Police Station – Faridpur, at present Durgapur, Sub-Division – Durgapur, Thana – Durgapur, Registration Office at City Centre, Durgapur – 713 216, District – Burdwan, within the jurisdiction of Durgapur Municipal Corporation and delineated on the Map or Plan annexed hereto and marked as **Annexure – 'A'** and bordered '**RED**' thereon and butted and bounded as follows:

On the North	:	Partly by metal road and partly by Land of IQ City Foundation (formerly known as SPS Synergy Foundation);
On the South	:	By Canal;
On the East	:	Partly by vacant Land and partly by IQ City Road;
On the West	:	By Canal

"THE SECOND SCHEDULE"

(Residential Apartment)

Complex Name	:	"IQ City"
Block No.	:	_____ (Apartment Zone-1)

Apartment No. : _____
 Floor : _____
 Leasable Area : _____ sft.
 (Chargeable Area)
 Attached Terrace Area : _____ sft.
 Total Chargeable area : _____

(As shown in **RED** border on the Map or Plan hereto annexed marked as **Annexure-'B'**)

Type of Park Space : _____
 Number of Parking Space : _____
 Plan : demarcated by the Developer as **Annexure -'C'**

"THE THIRD SCHEDULE"
(Contract Documents)

1. Application dated _____ made by the Lessee with the Company / Developer;
2. Provisional Allotment Letter dated _____ issued by the Company / Developer to the Lessee;
3. Pre-Possession Letter dated _____ issued by the Company / Developer to the Lessee;
4. Agreement dated _____ entered into between the Company / Developer and the Lessee.

"THE FOURTH SCHEDULE"
(Consideration/Premium)

Premium for the Apartment and parking space	Rs. _____
Service Tax	Rs. _____
Total	Rs. _____

(Rupees _____) only

behalf of the Governor of the State of
West Bengal in the presence of :

(1) 1st Witness:_____

(2) 2nd Witness:_____

SIGNED SEALED AND DELIVERED

By the Authorised Signatory of MANI
SQUARE LIMITED in the presence of :

(1) 1st Witness:_____

(3) 2nd Witness:_____

SIGNED SEALED AND DELIVERED

By the Lessee in the presence of :

(1) 1st Witness:_____

(4) 2nd Witness:_____

Prepared : Drafted as per approved draft of Govt. of West Bengal in its Urban
Development (T&CP) Department