

1045/2026

1051/2026



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



AU 258637

15m ০২৬

২/১৪৬ ৯৪৭/১৬

১৫/১৩০৯/১০৭
৪০২ দা

Certified that the Document is admitted of Registration. The Signature Sheet and the endorsement sheets attached to this document are the part this Proceeding.

Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata

27 JAN 2026

JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement ("Agreement") has been entered into at Kolkata on this 27th day of January 2026 ("Execution Date")

[Handwritten signature]

[Handwritten signature]
DEVELOPMENT CONSULTANTS PRIVATE LTD.

003019

060325

A. No. Date

Pay to PS GROUP REALTY (P) LTD
of 1602, EM Bypass,
Rupees Kolkata-700105

Samiran Das
Stamp Vendor
Atipore Police Court
South 24 Pgs., Kol-27



27 JAN 2026

BY AND BETWEEN

DEVELOPMENT CONSULTANTS PRIVATE LIMITED (CIN: U45201WB1970PTC027727, PAN: AAACD8900F), a company within the meaning of the Companies Act, 2013 having its registered office at 24 Park Street, Post Office Park Street, Police Station Shakespeare Sarani, Pin 700016, represented by its authorised signatory Ms. Shanta Ghosh (Aadhaar No: 5529 2480 0344, PAN: AELPG2209N) daughter of Late Sadhan Chandra Dutt, residing at P-506A, Keyatala Road, Near Vivekanand Park, Sarat Bose Road, Post Office Sarat Bose Road, Police Station Lake, Pin 700029, duly authorised *vide* Board Resolution dated 12 January 2026, hereinafter referred to as "**Lessee**" (which expression, unless repugnant to the context or meaning thereof, shall mean and include its successor(s)-in-interest and/or permitted assign(s)) of the **ONE PART**;

AND

PS GROUP REALTY PRIVATE LIMITED (CIN:U65922WB1988PTC044915, PAN: AABCP5390E), a company within the meaning of the Companies Act, 2013 having its registered office at 1002, E.M. Bypass, Front Block, Kolkata, Post Office Dhapa, Police Station Pragati Maidan, Pin 700105, represented by its authorised signatory Mr. Surendra Kumar Dugar (Aadhaar No: 8876 4445 8052, PAN: ACUPD1317K) son of Late Jhumarmal Dugar, residing at 52/4/1 Ballygunge Circular Road, Post Office Ballygunge, Police Station Ballygunge, Pin 700019, duly authorised *vide* Board Resolution dated 12 December 2025, hereinafter referred to as "**Developer**" (which expression, unless repugnant to the context or meaning thereof, shall mean and include its successor(s)-in-interest and/or assign(s)) of the **OTHER PART**.

The Lessee and the Developer shall be individually referred to as a "**Party**" and collectively referred to as the "**Parties**", as the context may require.

WHEREAS

- A. By way of a Deed of Lease dated 10 April 2008, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, in Book No. I, Volume No. 6, Pages 4675 to 4687, being Deed No. 5967 for the year 2008 ("**Deed of Lease**"), the Governor of the State of West Bengal through the Urban Development Department (now the Department of Urban Development & Municipal Affairs) granted the leasehold right and interest in respect of land admeasuring 243.625 (Two Hundred Forty Three Point Six Two Five) cottahs, equivalent to 4.02 (Four Point Zero Two) acres, comprised in and being Plot No. E-1 in Block EP and GP, Sector V, Bidhannagar, District North 24 Parganas, morefully described in the **Schedule I** hereunder written and delineated in the plan annexed hereto as the **Annexure** to this Agreement and bordered in the colour Red ("**Project Land**"), in favour of one Development Consultants Private Limited, the Lessee herein, for a period of 999 (Nine Hundred Ninety Nine) years for the purpose of setting up houses and buildings thereon to be used as a 'Trade Centre', for international trade/ commerce and related activities subject to the terms and conditions mentioned therein ("**Lease**").

Redy

Shanta Ghosh




~

27 JAN 2026

- B. Over the years, the Lessee has taken steps to develop the Project Land as per the sanctioned plan, the present one being dated 13 January 2026 granted by the Nabadiganta Industrial Township Authority and, the Lessee is desirous of continuing construction and completing a project on the Project Land, for commerce and trade related activities comprising mixed use buildings having commercial, retail showrooms, office spaces, food and beverage outlets, business centres, entertainment zones etc. ("**Project**").
- C. That on various dates, the Lessee and the relevant Governmental authority and/or regulatory body has exchanged correspondence regarding the Project Land and the status of the aforesaid Project. On or before the Execution Date, the Lessee has handed over to the Developer copies of all relevant communication. The Developer is privy and has knowledge of all the relevant correspondence, which has been shared by the Lessee with the Developer before execution of this Agreement.
- D. The Developer is engaged in the business of undertaking development of residential and commercial real estate. The Developer has requisite skill and expertise as well as a reputed professional team at its command for the purpose of carrying out development of real estate and construction of buildings and other structures and has the credibility to arrange for necessary finances required for the same. The Lessee has approached the Developer with the proposal to develop the Project and the Developer after considering the aforesaid proposal of the Lessee, has agreed to construct and develop the Project. The Lessee has approached the Developer due to the goodwill and reputation of the Developer and to complete the Project at the earliest as prescribed by the appropriate authority.
- E. The Parties are now entering into this Agreement on principal to principal basis for the construction of the Project and to set out their mutual rights and obligations in respect of the same.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement, the Parties, with the intent to be legally bound hereby, covenant and agree as follows:

1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

"**Agreement**" shall mean this Agreement with the Recitals, Schedules and Annexures attached hereto, as amended, supplemented or replaced or otherwise modified from time to time and any other document which amends, supplements, replaces or otherwise modifies this Agreement, as mutually agreed between the Parties in writing and such other documents that may be entered into between the Lessee and the Developer simultaneously or subsequent to execution of this Agreement, with respect to development and construction of the Project and any ancillary matter(s) relating thereto;

"**Allottee**" shall mean the ultimate third party transferee to whom any Transferable Areas are agreed to be Transferred and/or are Transferred;





✓

REGISTRAR OF COMPANIES
27 JAN 2026



Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192025260447676268

GRN Details

GRN:	192025260447676268	Payment Mode:	SBI Epay
GRN Date:	27/01/2026 14:42:00	Bank/Gateway:	SBIcPay Payment Gateway
BRN :	5919202539512	BRN Date:	27/01/2026 14:42:20
Gateway Ref ID:	1150320231	Method:	ICICI Bank - Corporate NB
GRIPS Payment ID:	270120262044767625	Payment Init. Date:	27/01/2026 14:42:00
Payment Status:	Successful	Payment Ref. No:	2000186987/4/2026
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr Tapas Sahoo
Address:	K S Roy Road
Mobile:	8972249690
Period From (dd/mm/yyyy):	27/01/2026
Period To (dd/mm/yyyy):	27/01/2026
Payment Ref ID:	2000186987/4/2026
Dept Ref ID/DRN:	2000186987/4/2026

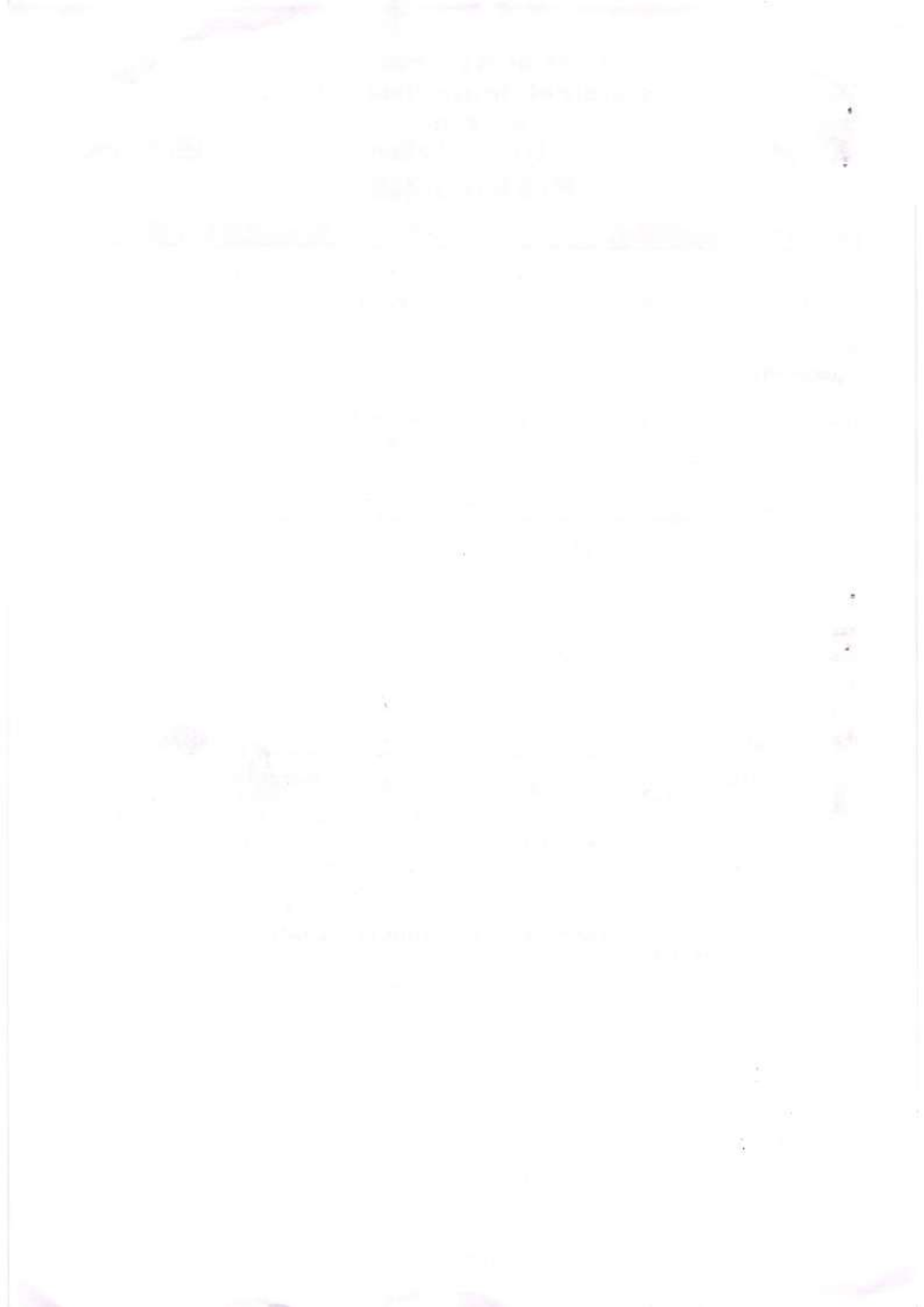
Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000186987/4/2026	Property Registration- Stamp duty	0030-02-103-003-02	74921
2	2000186987/4/2026	Property Registration- Registration Fees	0030-03-104-001-16	5200600
3	2000186987/4/2026	Receipts on account of Standard User Charge-Other fees	0030-02-102-008-16	300

Total 5275821

IN WORDS: FIFTY TWO LAKH SEVENTY FIVE THOUSAND EIGHT HUNDRED TWENTY ONE ONLY.

PAID





Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192025260447882858

GRN Details

GRN:	192025260447882858	Payment Mode:	SBI Epay
GRN Date:	27/01/2026 17:48:02	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	8263207879118	BRN Date:	27/01/2026 17:48:26
Gateway Ref ID:	1150393124	Method:	ICICI Bank - Corporate NB
GRIPS Payment ID:	270120262044788284	Payment Init. Date:	27/01/2026 17:48:02
Payment Status:	Successful	Payment Ref. No:	2000186987/16/2026 [Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr Tapas Sahoo
Address:	K S Roy Road
Mobile:	8972249690
Period From (dd/mm/yyyy):	27/01/2026
Period To (dd/mm/yyyy):	27/01/2026
Payment Ref ID:	2000186987/16/2026
Dept Ref ID/DRN:	2000186987/16/2026

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000186987/16/2026	Property Registration- Stamp duty	0030-02-103-003-02	31199999
2	2000186987/16/2026	Property Registration- Registration Fees	0030-03-104-001-16	84
Total				31200083

IN WORDS: THREE CRORE TWLEVE LAKH EIGHTY THREE ONLY.



• **"Applicable Law"** shall mean any statute, law, regulation, ordinance, rule, judgement, order, decree, bye-law, approval of any Governmental Authority, directive, guideline, policy, requirement or other Governmental restriction or any similar form of decision of or determination by, or any interpretation having the force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, in effect at the relevant time in India;

• **"Applicable Permits"** shall mean any and all sanctions, approvals, authorisations, licenses, permissions, consents, no-objection certificates, registrations to be obtained by the Developer (whether in its own name or in the name of the concerned Lessee, as may be applicable) including, for the avoidance of doubt, the sanctioned Plan and all approvals required in connection with applying for and obtaining the same for the commencement, completion and Transfer of the Project on the Project Land, including environmental clearances, RERA registration, commencement certificate, occupancy/completion certificate, no objection certificates from Airports Authority of India, and Fire & Emergency Services Department, Government of West Bengal, approvals and permits from the Excise Directorate, Government of West Bengal and all other approvals and/or permissions from any Governmental Authority(ies) required in connection with the Project;

• **"Business Centre"** shall have the meaning ascribed to it in Clause 6.3 (vi) of this Agreement;

• **"Common Areas"** shall include the areas, installations and facilities including terraces, green and open spaces (save and except any green space or terrace adjacent to any retail space or outlet) as be expressed or intended by the Developer for common use of the Allottees and/or for sections of Allottees on block-wise, user-wise or other basis and in such manner and to such extent as the Developer may deem fit and proper, it being clarified that it shall be within the rights of the Developer to include or exclude any part of the Project, so as to form part of or not to form part of the Common Areas, subject to compliance with Applicable Law and not affecting the Lessee's Allocation or the Developer's Allocation;

• **"Common Expenses"** shall include all costs and expenses for the maintenance, guarding and management of the Common Areas and/or the Project including the proportionate share of the municipal rates and taxes, commercial surcharge and land revenue in respect of the Common Areas, each as determined and allocated as such by the Developer, after due intimation to the Lessee ;

• **"Confidential Information"** shall have the meaning ascribed to it in Clause 17.1 of this Agreement;

• **"Construction Cost"** shall include but not limited to the following:

- (i) The costs of obtaining Applicable Permits in respect of the construction including re-sanctioning/ revalidating of Plan as required together with planning regulation fees, fees payable to statutory authorities, architects, surveyors or consultants and other fees necessary to secure and obtain all required consents and any costs in entering

Reddy

Shanta Ghosh





✓

ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
27 JAN 2026

1

into and complying with any agreement for the purpose of the Project;

- (ii) The costs of investigations, surveys, and tests in respect of soil, drains, structures and rights of light;
- (iii) The costs to be incurred and/or payable to surveyors, engineers, contractors, sub-contractors, labourers, staff, consultants or others engaged in respect of the construction of the Project;
- (iv) All other sums properly expended or incurred by the Developer in relation to the implementation and the completion of the Project, as per the specifications of the Project;
- (v) All costs, interests and other financing costs payable by the Developer for undertaking construction and completion of the Project; and
- (vi) All other costs and expenses pertaining to or incidental to construction of the Project that the Developer shall have to bear in fulfilling its obligations under this Agreement.

"Deed of Lease" shall have the meaning ascribed to it in Recital A of this Agreement;

"Deeds" shall mean and refer to the original Deed of Lease and all other original documents evidencing the leasehold right and interest and possession in respect of the Project Land, including all letters, correspondences and electronic mails exchanged with the Governmental Authority(ies) or otherwise, plans, sketches, drawings, maps and any other relevant documentation;

"Developer's Allocation" shall have the meaning ascribed to it in Clause 5.3 of this Agreement;

"Developer's Claim" shall have the meaning ascribed to it in Clause 15.1 of this Agreement;

"Development Fees" shall have the meaning ascribed to it in Clause 4.1 of this Agreement;

"Development Rights" shall have the meaning ascribed to it in Clause 3.4 of this Agreement;

"Disclosing Party" shall have the meaning ascribed to it in Clause 17.2 of this Agreement;

"Dispute" shall have the meaning ascribed to it in Clause 18.1 of this Agreement;

"Encumbrance" shall mean any mortgage, pledge, equitable interest, hypothecation, title defect, assignment by way of security, lien, charge, interest, *lis pendens*, liabilities, claims, demands, debts, dues, occupants, tenancies, leases, trespassers, encroachments, hindrances, resumptions, acquisitions, requisitions, vestings, attachments, dispute, initiation of insolvency and/ or liquidation proceedings, adverse orders or notices from any judicial, quasi-judicial and/ or Governmental Authority(ies), restrictions including restriction on use, Transfer or

[Handwritten signature]

[Handwritten signature]




ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
27 JAN 2026

exercise of any other attribute of leasehold right and interest, or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same and "Encumber" shall be construed accordingly;

"Extras and Deposits" shall mean the extra amounts and deposits paid by and/or the reimbursements received from the Allottees of the Project and the Lessee in respect of the Lessee's Allocation, to the extent not Transferred by the Lessee, and the Developer in respect of the Developer's Allocation to the extent not Transferred by the Developer (each together with the applicable taxes) in respect of the Transferable Areas towards several heads/accounts mentioned in **Schedule II** hereunder written, each as determined by the Developer;

"FAR" shall mean Floor Area Ratio;

"Force Majeure" shall mean any event or circumstance or combination of events and circumstances set out hereunder and the direct consequence(s) thereof which affect or prevent the Parties from performing its obligations in whole or in part under this Agreement and which event or circumstance is beyond the reasonable control and not arising out of the fault of the Party concerned. Such events or circumstances include:

- (a) Acts of God or natural disasters which could not reasonably have been expected to occur, including storm, cyclone, flood, heavy rainfall, landslide, drought, lightning, earthquakes, fire or exceptionally adverse weather conditions adversely affecting the development or operation of the Project, pandemic, epidemic, lockdown or restrictive actions imposed by Governmental Authority(ies) or any delays or disturbances on account of elections and election related activities; and/ or
- (b) Strikes or boycotts or other industrial actions or blockades or embargos or any other form of civil disturbances (whether lawful or not); and/ or
- (c) An act of war (whether declared or undeclared), invasion, armed conflict or acts of foreign enemy, revolution, riot, insurrection, terrorist or military action, blast/explosion, incident(s) of air crash, sabotage or civil commotion adversely affecting the development or operation of the Project; and/ or
- (d) Any change in, or enactment, repeal, suspension, or enforcement of any Applicable Law; and/ or
- (e) Any judgment, injunction, order, directive, or decision by a court of competent jurisdiction or Governmental Authority; and/ or
- (f) The direct effect arising out of such Force Majeure events;

"Governmental Authority(ies)" shall mean the Government of West Bengal, Government of India or any semi-Governmental, administrative, fiscal, judicial, quasi-judicial, municipal, statutory body, department, commission, authority (including development authority,

peel

Shanika Ghosh




ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
27 JAN 2026

planning authority, sanctioning authority and authority under RERA), tribunal, agency or entity exercising powers conferred by Applicable Law;

"GST" shall mean Goods and Services Tax;

"Handover Date" shall have the meaning ascribed to it in Clause 5.6 of this Agreement;

"Lease" shall have the meaning ascribed to it in Recital A of this Agreement;

"Lender" shall have the meaning ascribed to it in Clause 10.1 of this Agreement;

"Lessee's Allocation" shall have the meaning ascribed to it in Clause 5.1 of this Agreement;

"Lessee's Claim" shall have the meaning ascribed to it in Clause 15.2 of this Agreement;

"Losses" shall have the meaning ascribed to it in Clause 15.1 of this Agreement;

"Non Disclosing Party" shall have the meaning ascribed to it in Clause 17.2 of this Agreement;

"Outgoings" shall mean all rates, taxes (including GST), assessments, sums, duties, levies, land revenue and all other outgoings by whatsoever name called, payable in respect of the Project Land, to any Governmental Authority or otherwise, each together with interest and penalty thereon, if any;

"Plan" shall mean the sanctioned building plan dated 13 January 2026 for the Project and shall include any modifications, alterations, amendments, additions, revalidations, renewals or deletions as may be done thereto from time to time, and subject to any change or modification mandated by the sanctioning authority(ies) without in any way affecting the total area of the Lessee's Allocation, as mentioned in the allocation agreement;

"Plan Sanction Date" shall have the meaning ascribed to it in Clause 6.2 (i) of this Agreement

"Project" shall have the meaning ascribed to it in Recital B of this Agreement

"Project Completion Period" shall have the meaning ascribed to it in Clause 6.3 (iii) of this Agreement;

"Project Land" shall have the meaning ascribed to it in Recital A of this Agreement;

"Project Registration Date" shall have the meaning ascribed to it in Clause 6.2 (iii) of this Agreement;

"RERA" shall mean the Real Estate (Regulation and Development) Act, 2016 read with the West Bengal Real Estate (Regulation and Development) Rules, 2021, as may be amended, varied or superseded from time to time;

"Signage Space" shall mean the signage and display spaces reserved on the roofs, ground floor



7 | 49



2

27 JAN 1958

and any other places in the building(s) of the Project as earmarked and to be commercially utilised by the Developer and the Lessee in the same ratio as their respective area allocations mentioned in Clause 5 of this Agreement, whereat the Developer and the Lessee shall also have the right to affix its own signage(s) or allow third party(ies) to affix their signage(s) in the Developer's Allocation and the Lessee's Allocation respectively. The Lessee shall be entitled to utilise the Signage Space without payment of any further cost to the Developer, however the same shall be in accordance with the signage designs and specifications of the Developer;

"**Transfer**" shall mean sale (only in case of freehold conversion of the Project Land and/ or Units), assignment, sub-lease or any other transaction including by way of granting license;

"**Transferable Areas**" shall include Units, car parking spaces, terraces and balconies attributable to the Units and other areas comprised in the Project, capable of being Transferred independently or as appurtenant to any Unit and which is not a part of the Common Areas; and

"**Unit**" shall mean a constructed space in the Project capable of being separately acquired, used and/or enjoyed for commercial, retail and/ or office purposes, by any Allottee.

1.1 Interpretation

In this Agreement, unless the context requires otherwise:

- 1.1.1. time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended in writing by the Parties, such extended time shall also be of the essence;
- 1.1.2. unless the context otherwise requires, words referring the singular shall include the plural and *vice versa*;
- 1.1.3. clause headings are for reference only and shall not affect the construction or interpretation of this Agreement;
- 1.1.4. references to Recitals, Clauses, Schedules and Annexures are references to Recitals, Clauses, Schedules and Annexures of and to this Agreement;
- 1.1.5. reference to any Applicable Law includes a reference to such Applicable Law as amended or re-enacted from time to time, and any rule or regulation issued or promulgated thereunder;
- 1.1.6. the terms "herein", "hereof", "hereto", "hereunder" and words of similar purport refer to this Agreement as a whole;
- 1.1.7. reference to any agreement, contract, document or arrangement or to any provision thereof shall include references to any such agreement, contract, document or

pedur

Shanta Ghosh





[Handwritten mark]

27 JAN 2008

arrangement as it may, after the date hereof, from time to time, be amended or supplemented;

- 1.1.8. any reference to the masculine, the feminine and the neuter shall include each other;
- 1.1.9. the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs;
- 1.1.10. reference to the word "include" or "including" shall be construed without limitation;
- 1.1.11. the phrase "in writing" includes any communication made by letter or e-mail;
- 1.1.12. the word "Person" shall mean any individual, company, limited liability partnership, partnership firm, corporation, joint venture, association, trust, society, sole proprietorship, unincorporated organization or other similar organization or any other entity and wherever relevant shall include their respective successor(s)-in-interest, legal representative(s), administrator(s), executor(s), successor(s), heir(s) and/ or assign(s), as may be applicable;
- 1.1.13. where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words;
- 1.1.14. unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the following working day if the last day of such period is not a working day;
- 1.1.15. in the event of any inconsistency between the Clauses of this Agreement and the Schedules hereto, the Clauses of this Agreement shall prevail;
- 1.1.16. no provisions shall be interpreted in favour of, or against any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof; and
- 1.1.17. if any term in the Recitals or Clause **Error! Reference source not found.** of this Agreement is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

2. PURPOSE AND OBJECTS OF THE AGREEMENT

The purpose of this Agreement is to set forth the terms and conditions with respect to the





27 JAN 1978

joint collaboration for the development of the Project on the Project Land, whereby the Lessee shall grant the right of construction on the Project Land exclusively in favour of the Developer and the Developer shall at its own cost, expenses and resource, construct, develop, build, complete and market the Project and both Developer and Lessee shall Transfer the respective Transferable Areas to the Allottees.

3. GRANT OF DEVELOPMENT RIGHTS

3.1 In lieu of the Lessee's Allocation and the Development Fees paid by the Developer herein, the Lessee hereby exclusively appoints and irrevocably and unequivocally grants, assures, transfers, conveys and assigns in favour of the Developer, the sole and exclusive Development Rights in respect of the Project Land, together with all benefits, privileges, interests, easements and rights appurtenant thereto and those ancillary and incidental to the Development Rights, free from any and all Encumbrances to develop, construct, launch, market the Project, including to Transfer the Developer's Allocation as per the terms and conditions specified in this Agreement.

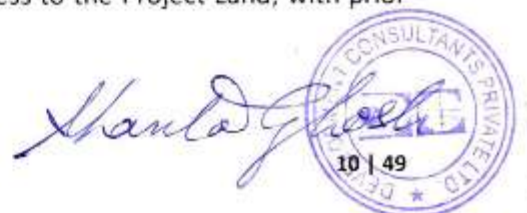
3.2 In lieu of the Developer's Allocation and on payment of the Development Fees, the Developer accepts the aforesaid grant of the Development Rights and agrees to undertake the development of the Project, at its own costs and expenses.

3.3 It is further clarified and understood that, on and from the Execution Date:

- (i) The Lessee shall not retain any right to Transfer and/or deal with the Project Land or the Project, other than the Lessee's Allocation and as stipulated herein; and
- (ii) The Lessee shall continue to have marketable right, title (in case of freehold conversion of the Project Land) and interest in respect of the Project Land, and shall continue to abide by all terms and conditions of the Deed of Lease; and
- (iii) The Developer shall commence the work of development under Applicable Law and in terms of this Agreement, on the Project Land.

3.4 The Lessee acknowledges that, the Development Rights granted to the Developer shall mean and include (i) planning, designing, development and construction of the Project on the Project Land at the entire costs, expenses and charge of the Developer; and (ii) the right of Transfer of the Developer's Allocation and/or commercial exploitation of the Developer's Allocation in the Project, which rights, interest and privileges shall include without limitation, the right to:

- (i) enter into, take and retain continuous, unhindered, unimpeded, unrestricted, unconditional, peaceful access to and physical control of the Project Land for the said purpose of construction of the Project. The Parties acknowledge that the Lessee and its authorised personnel will continue to have access to the Project Land, with prior written intimation to the Developer;





~

27 JAN 2026

- (ii) commercially exploit the Project Land by way of execution and implementation of the Project thereon, and to deal with, develop, construct, market, Transfer and dispose of the Transferable Areas in any manner whatsoever, and to have all benefits, entitlements and obligations of the development of the Project, wherein the right to Transfer and dispose of the Transferable Areas and to have the benefits and entitlements of the development of the Project is limited to the Developer's Allocation;
- (iii) determine the nature and design of the Project as also the mode and manner of execution and implementation thereof;
- (iv) save and except any resumption of the Project Land by the concerned Governmental Authority, not allow any Person to enter, take possession of, encroach into or upon the Project Land or any part or portion thereof and take all steps as may be required for removing such Person or trespassers, unauthorized occupants and/or tenants from the Project Land;
- (v) prepare and make necessary applications to the relevant Government Authority(ies) and/or other bodies/authorities and/or revise, modify or amend applications, with the assistance of the Lessee, as may be determined by the Developer and required from time to time, for the smooth execution and implementation of the Project, and to acquire relevant approvals for the development of the Project including for procuring cement, steel and other building materials, if any and to carry out and comply with all the conditions contained in the approvals as may be obtained from time to time;
- (vi) prepare and/or cause to be prepared the modifications, revisions, additions, alterations, amendments, revalidations, renewals or deletions of the Plan as the Developer may deem fit and proper without in any way affecting the total area of the Lessee's Allocation and get the same approved/sanctioned/regularized in accordance with Applicable Law;
- (vii) make necessary applications for the approval, sanction, modifications, revisions, additions, alterations of such Plan(s) and sign, execute and deliver all writings, undertakings and agreements as may be necessary in connection with the aforesaid upon written intimation to the Lessee;
- (viii) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, consultants, agencies, service providers, labour, workmen, personnel (skilled and unskilled) and other Person(s) in connection with the execution and implementation of the Project and to pay the wages, remuneration, salary, consultancy charges and professional fees of such Person(s) as may be decided by the Developer;
- (ix) make applications to all the concerned Governmental Authority(ies) and/or other

Meer

Sharda Ghosh





~

ADDITIONAL REGISTRAR
OF COMPANIES, INDIA
27 JAN 2026

bodies/authorities for obtaining connections of gas, water, electricity and all other utilities and infrastructure facilities and related work/ development for the Project;

- (x) demolish any existing structures on the Project Land, if any, and deal with the debris and appropriate the proceeds in respect thereof;
- (xi) construct internal roads, common passages, drainage facilities, water supply facilities, sewage disposal facilities, electricity supply lines etc.;
- (xii) carry out (a) the naming, branding and marketing of the Project, (b) Transfer of the Transferable Areas, forming part of the Developer's Allocation; and (c) Transfer and/or creation of any manner of interest over/in respect of the Developer's Allocation, in favour of such Persons as the Developer may determine, in accordance with the provisions of this Agreement;
- (xiii) to launch the Project, and undertake booking of the Unit(s), collect/ receive advances from the Allottees in respect of Transfer of the Transferable Areas, forming part of the Developer's Allocation and to exercise full, free, uninterrupted, unfettered, exclusive development and marketing rights, in respect of the Project and to Transfer, dispose of, and in any other mutually agreed manner alienate, deal with, assign, lease, license etc. and/or create third party rights over/in respect of any Transferable Areas and/or development made on the Project Land to the extent of the Developer's Allocation, in such manner as the Developer may deem fit and proper and to execute all agreements, deeds, documents in respect thereof, receive the proceeds and/or any other consideration and/or all the revenues generated therefrom/in respect thereof and give receipts and hand over possession, use or occupation of the Transferable Areas of the Project, forming part of the Developer's Allocation to the Allottee(s);
- (xiv) ask for, receive and recover from the Allottees all consideration, charges, rents, premiums, deposits, service charges and other taxes and sums of moneys in respect of the Units and all Transferable Areas, forming part of the Developer's Allocation and grant valid and effectual receipts with respect thereto;
- (xv) ask for, receive and recover from the Allottees, the Extras and Deposits in respect of the Units and all Transferable Areas, forming part of the Project;
- (xvi) on and from the Execution Date, mortgage, create any charge or lien, hypothecate, assign or otherwise Encumber the Developer's Allocation in the Project and/ or the Lease in respect of the Project Land in accordance with the Applicable Law with intimation to the Lessee and/or receivables from the Transferable Areas forming part of the Developer's Allocation and/ or any part thereof including the built-up superstructure on the Project Land forming part of the Developer's Allocation and/or on the building and other constructions/improvements constructed/made on the Project Land, proportionate to the Developer's Allocation together with proportionate rights, interest, benefits therein to obtain financial assistance from any bank(s),

Redy

Shanta Ghosh





ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA
27 JAN 2026

financial institution(s) and/ or lender(s) for the purpose of execution and implementation of the Project;

- (xvii) own the building, constructed areas/premises and developments, improvements on the Project Land, to the extent of the Developer's Allocation and to take appropriate actions, steps and seek compliances, approvals and exemptions under the provisions of the Applicable Law;
- (xviii) secure approvals, certificates, consents relating to fire, sewerage, excise, airport clearance (if required), applicable environmental clearance and all other certificates/approvals/ licenses/ consents/registrations required for the execution, implementation, completion and marketing of the Project or any part thereof;
- (xix) manage the Project Land and the Transferable Areas/ Units and infrastructure facilities/ Common Areas constructed in the Project, only up to the date of formation of the association of Allottees of the Project and obtain necessary certificates/approvals/ licenses/ consents/registrations in relation thereto for the execution, implementation, completion and marketing of the Project or any part thereof;
- (xx) develop the Project under the brand name of Developer/PS Group, to display and advertise the name, brand name etc. of the Developer/PS Group and/or any of its associates/affiliates at the location of the Project Land;
- (xxi) display/ publish the name of the Developer on the ground level façade and main gate of the Project as well as in all hoardings and brochures pertaining to the Project and display/ publish the name of the Lessee in all brochures pertaining to the Project;
- (xxii) establish such new entity(ies) as the Developer may determine to assume the obligations, liabilities and costs connected with the management and maintenance of the Project Land and/ or entrust/ assign/ transfer/ delegate all or any rights of maintenance of the Project, obligations, liabilities and costs to such entities as may be determined by the Developer and to retain all benefits, consideration accruing from such maintenance of the Project but in any and all eventualities, the Developer and/ or its assignee, jointly and severally, will always be responsible and liable for the duties and obligations under this Agreement to the Lessee;
- (xxiii) assign its benefits, rights, entitlements and interest as contained in this Agreement (in whole or in part), in respect of the Project and/ or the Project Land in favour of any Person(s) with prior written consent from the Lessee and provided such assignment does not adversely affect the Lessee's entitlement to the Lessee's Allocation in any manner whatsoever and provided that the assignee shall be subrogated to and shall assume all the rights, obligations, interest and liabilities of the Developer under this Agreement. In any and all eventualities, the Developer and /or its assignee, jointly and severally, will always be responsible and liable for the duties and obligations under





ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

27 JAN 2026

- this Agreement to the Lessee;
- (xxiv) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with the marketing, and Transfer of the Transferable Areas forming part of the Developer's Allocation as envisaged herein and appear before the jurisdictional Registrar(s) or Sub-Registrar(s) towards registration of such documents;
 - (xxv) enter into tripartite deeds/agreements with the Lessee and the Allottee(s) for Transfer of Units as well as all other Transferable Areas in the Project forming part of the Developer's Allocation, subject to the provisions of this Agreement, and present the above documents/instruments for registration and admit the execution of such documents/instruments before the appropriate authorities, it is clearly understood that tax and any other charges for such agreements shall be borne by the Developer and that the Lessee has no liability whatsoever; and
 - (xxvi) do any other acts as may be required to ensure the timely execution and smooth completion and operation of the Project and those incidental and/or related to any of the rights stated herein but, in all cases, subject to the provisions contained in this Agreement.

(collectively "**Development Rights**")

- 3.5 The Lessee further grants to the Developer, the right and authority to carry out such other activities incidental to the foregoing or proper or desirable for the construction, development and completion of the Project in accordance with the terms and conditions of this Agreement.
- 3.6 The Parties agree and acknowledge that the Developer shall have the right of construction and development of the Project and the same may only be cancelled or withdrawn in the manner provided in this Agreement.
- 3.7 It is clarified and understood that on and from the Execution Date, the Lessee has handed over to the Developer, the vacant, peaceful, physical, legal, unhindered, unencumbered and free access of the Project Land with clear demarcation, as was disclosed during due diligence and the Developer shall be entitled to enter into and retain continuous, vacant, unhindered, unimpeded, unrestricted, peaceful access to and physical control of the Project Land along with the right of ingress to and egress from the Project Land for the purpose of construction of the Project. Further, the Developer shall have the right to enter upon the Project Land directly or through its, agents, architects, consultants, representatives, contractors, sub-contractors and/or assigns to do all such acts and deeds required and/or necessary for exercising the Development Rights including marketing, executing and implementing the Project and Transferring the Transferable Areas, forming part of the Developer's Allocation. The Parties acknowledge that the Lessee and its authorised personnel continue to retain its right to enter and/or access in any way the Project Land, with prior written intimation to the Developer.





ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
27 JAN 2026

- 3.8 It is further clarified and understood that, on the Execution Date, the Lessee has handed over all the Deeds to the Developer and the Developer shall retain custody of the same, in accordance with the terms and conditions of this Agreement and the Parties acknowledge and confirm that the Developer shall in good faith only deposit such Deed(s) to raise project finance for development of the Project Land and subject to the terms of this Agreement and on the understanding that the Lessee's Allocation remains unencumbered in any manner ;
- 3.9 The Lessee hereby agrees and undertakes not to disturb, interfere with or interrupt the construction and development activities carried out by the Developer for the purposes of development of the Project and/or commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken by the Developer. Further, the Lessee shall, without any demur or delay, co-operate and do all acts/deeds that may be required by the Developer to give effect to the provisions of this Agreement, including but not limited to, signing and submitting any Plans, applications, consents and proposals to various Governmental Authority(ies) and/or other bodies/authorities, to enable the Developer to exercise the Development Rights with respect to the Project Land. The Developer shall forthwith keep the Lessee informed of such communications, approvals, sanctions from various Governmental authority(ies) and/or other bodies/authorities and supply the Lessee with a copy of the same.
- 3.10 Nothing in these presents shall be construed as a demise or Transfer or assignment or conveyance in law by the Lessee of the Lease in respect of the Project Land or any part thereof to the Developer or as creating any right or interest in respect thereof in favour of the Developer, except to the extent of the Developer's entitlement to Developer's Allocation as per the terms of this Agreement. It is not intended by the Parties hereto that, the possession of the Project Land, whether actual or constructive, be Transferred to the Developer on or after the execution of this Agreement, the intention being that the leasehold right and interest in respect of the Project Land shall be Transferred to the association of Allottees.
- 3.11 The Parties expressly acknowledge and record that, notwithstanding anything contained in this Agreement, it is not the intention of the Lessee to provide or supply any services to the Developer and *vice versa*.

4 DEVELOPMENT FEES

- 4.1 The Developer has agreed to pay to the Lessee a sum of INR 52,00,00,000 (Indian Rupees Fifty Two Crores) only ("**Development Fees**") as consideration for the Development Rights being granted to the Developer which shall be paid in the following manner:

- (i) Initial Payment:

At or prior to the Execution Date, the Developer has paid to the Lessee a sum of INR 40,00,00,000 (Indian Rupees Forty Crores only) subject to TDS @ 10% (Ten Percent) i.e. INR 4,00,00,000 (Indian Rupees Four Crores) only net amounting to INR 36,00,00,000 (Indian






[Handwritten signature]

27 JAN 2008

Rupees Thirty Six Crores) only, by Demand Draft bearing No. 646917 dated 20 January 2026, as part payment of the Development Fees, the receipt of which sum the Lessee does hereby as well as in the Memo of Consideration appearing hereinafter duly acknowledge.

(ii) Subsequent Payments:

The remaining monetary consideration of INR 12,00,00,000 (Indian Rupees Twelve Crores only) subject to TDS @ 10% (Ten Percent) i.e. INR 1,20,00,000 (Indian Rupees One Crore Twenty Lakhs) only net amounting to INR 10,80,00,000 (Indian Rupees Ten Crores Eighty Lakhs) only, shall be paid by the Developer to the Lessee/DCPL on or before 90 (Ninety) days from the Execution Date. Such payment shall be made by way of 3 (three) post-dated cheques: (i) bearing No. 863334 dated 29 April 2026; (ii) bearing No. 863335 dated 29 April 2026; and (iii) bearing No. 863336 dated 29 April 2026, handed over on the Execution Date to the Lessee.

5 ALLOCATION

- 5.1 That further, in lieu of granting Development Rights in favour of the Developer, the Lessee shall be entitled to (i) 20% (Twenty Percent) of the Transferable Areas in the Project, comprising of such number of Unit(s) at such locations as may be mutually agreed upon by the Parties; (ii) 20% (Twenty Percent) of all car parking spaces attributable to the Transferable Areas in the Project; and (iii) 20% (Twenty Percent) of Signage Space (collectively "**Lessee's Allocation**"). The Lessee shall be entitled to and shall have absolute and unfettered right and authority to deal with and/or dispose of any part or portion of the Lessee's Allocation in such a manner as the Lessee may deem fit and proper at its sole and absolute discretion, including but not limited to undertaking booking of the Unit(s), collect / receive advances from the Allottees in respect of Transfer of the Unit(s) forming part of the Lessee's Allocation and to Transfer and dispose of, and in any manner alienate, deal with, assign, lease, grant licenses etc. and/or create third party rights over/in/in respect of any Transferable Areas, only to the extent of Lessee's Allocation, in such manner as the Lessee may deem fit and proper and to execute all agreements, deeds, documents in respect thereof, receive and appropriate the proceeds and/or any other consideration and/or all the revenues generated therefrom/in respect thereof and give receipts and hand over possession, use or occupation of the Transferable Areas, forming part of the Lessee's Allocation, to the Allottees.
- 5.2 In the event that the Developer is allotted or becomes entitled to any additional saleable area, Floor Area Ratio (FAR), or other benefits (including but not limited to area on account of Green Building compliance or incentives) by any statutory authority or otherwise, the Developer shall, at its own cost, allocate and convey to the Lessee/DCPL 10% (Ten Percent) of such additional area, together with proportionate car parking, on the same terms and conditions as set forth herein.
- 5.3 In lieu of accepting the Development Rights and exercising the same for construction of the Project, the Developer shall be entitled to (i) 80% (Eighty Percent) of the Transferable Areas





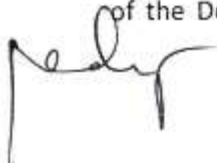
[Handwritten signature]

27 JAN 2026

in the Project, comprising of such number of Unit(s) at such locations as may be mutually agreed between the Parties (ii) 80% (Eighty Percent) of all car parking spaces attributable to the Transferable Areas; (iii) 80% (Eighty Percent) of Signage Space; and (iv) Business Centre (collectively "**Developer's Allocation**"). The Developer shall be entitled to and shall have absolute and unfettered right and authority to deal with and/or dispose of any part or portion of the Developer's Allocation in such a manner as the Developer may deem fit and proper at its sole and absolute discretion, including but not limited to undertaking booking of the Unit(s), collect / receive advances from the Allottees in respect of Transfer of the Unit(s) forming part of the Developer's Allocation and to Transfer and dispose of, and alienate, deal with, assign, lease, grant licenses etc. and/or create third party rights over/in/in respect of any Transferable Areas, only to the extent of Developer's Allocation, in such manner as the Developer may deem fit and proper and to execute all agreements, deeds, documents in respect thereof, receive and appropriate the proceeds and/or any other consideration and/or all the revenues generated therefrom/in respect thereof and give receipts and hand over possession, use or occupation of the Transferable Areas, forming part of the Developer's Allocation, to the Allottees.

5.4 It is agreed between the Parties that, on an equitable basis, the Parties have mutually agreed and identified and determined the preferred location of each component of the Lessee's Allocation and the Developer's Allocation. On the basis of the latest sanctioned Plan, the construction of the Project shall be executed and the Parties shall enter into an allocation agreement, to exactly identify and determine the location of each component of the Lessee's Allocation and the Developer's Allocation, within 15 (Fifteen) days from the Execution Date, subject to the agreed ratio between the Lessee and the Developer as mentioned in Clauses 5.1, 5.2 and 5.3 above. It is agreed and understood between the Parties that in case there is an increase in the Project Land and/or Transferable Areas including but not limited to by way of increase in FAR granted by the Government then the excess land and/or area will also be allocated between the Parties in ratio of 10:90 between the Lessee and the Developer. It is further agreed between the Parties that, at the time of allotment of the Lessee's Allocation and the Developer's Allocation, the Lessee shall intimate to the Developer regarding its power backup requirement for the Units comprised in the Lessee's Allocation.

5.5 The Developer shall also be entitled to collect the Extras and Deposits from the Allottees of the Lessee's Allocation and also from the Lessee, in respect of the Lessee's Allocation to the extent not Transferred, and the Lessee shall make the payment of such Extras and Deposits together with applicable GST no later than 30 (Thirty) days from the date of obtaining completion certificate/occupancy certificate from the concerned Governmental Authorities in respect of the Project. In the event that any Transferable Areas in the Lessee's Allocation has been Transferred by the Lessee, the Lessee as well as the Developer shall intimate the Allottees to make payment of the Extras and Deposits to the Developer, as provided herein. Any delay in making payment of the Extras and Deposits shall make the Lessee or Allottee, as the case may be, liable to pay delay interest at the rate of 15% (Fifteen Percent) per annum. It is hereby clarified that, the Developer, shall be liable to pay Extras and Deposits, in respect of the Developer's Allocation, to the extent not Transferred. Further, it is hereby agreed





✓

27 JAN 2026

between the Parties that, the Lessee shall have no right whatsoever to receive and/ or claim any part or portion of the Extras and Deposits.

- 5.6 Upon receipt of the completion certificate/occupancy certificate from the concerned Governmental Authorities, the Developer shall serve a written notice requiring the Allottees of the Lessee's Allocation and the Lessee, in respect of the Lessee's Allocation, to the extent not Transferred to pay the outstanding Extras and Deposits and GST attributable to the Lessee's Allocation and take possession of the Lessee's Allocation within 30 (Thirty) days' from the date of receipt of the aforesaid notice ("**Handover Date**"). In case the Allottees of the Lessee's Allocation and/ or the Lessee fails to make payment of the said outstanding Extras and Deposits and GST and/ or fails to take possession of the Lessee's Allocation within the Handover Date for any reason whatsoever, then the Handover Date shall be deemed to be the date on which the aforementioned 30 (Thirty) day period expires and the Allottees of the Lessee's Allocation and/ or the Lessee shall be deemed to have taken possession of the Lessee's Allocation, and shall be liable to make payment of Common Expenses. It is hereby clarified that, possession and/or handover of the Unit, which is part of the Lessee's Allocation, shall be promptly granted to the Lessee or Allottees of the Lessee's Allocation, as the case maybe, upon clearance of the respective Extras and Deposits pertaining to that Unit, including any applicable delay interest for that Unit. Notwithstanding anything contained herein, the Developer shall promptly and in any case within 72 (Seventy Two) hours, hand over any Units to the Lessee or the Allottees of the Lessee's Allocation, as the case may be, for which the outstanding Extras and Deposits as well as the delay interest, if any, have been paid.
- 5.7 On and from the Handover Date, and till the time the association of Allottees is formed, the Developer shall be entitled to collect the Common Expenses from the respective Allottees, or the Lessee, in respect of the Lessee's Allocation to the extent not Transferred. In the event that any Transferable Areas in the Lessee's Allocation has been Transferred by the Lessee, the Lessee shall intimate the Allottees to make payment of the Common Expenses, as provided herein. Any delay in making payment of the Common Expenses shall make the Lessee or Allottee, as the case may be, liable to pay delay interest at the rate of 15% (Fifteen Percent) per annum from the date of default till the date of actual payment thereof. In the event, there remains any non-Transferred Units, forming part of either the Lessee's Allocation and/ or the Developer's Allocation, the Lessee and the Developer, as the case may be, shall be responsible for making payment of the Common Expenses as well as applicable taxes and GST pertaining to such non-Transferred Units of their respective allocations.
- 5.8 In the event, any interest, damage or compensation is liable to be paid to any Allottee(s) or any other Person(s), in relation to the Project, then: (a) where such liability arises due to reasons other than due to delay or default on the part of the Developer or the Lessee in performance of their respective obligations stipulated in the agreements/deeds of Transfer entered into with the Allottees, the same shall be payable by the Developer and the Lessee in the ratio of 80:20; and (b) where such liability arises due to delay or default on the part of the Developer or the Lessee in performance of their respective obligations stipulated in the agreements/deeds of Transfer entered into with the Allottees, then such liability shall be





✓

27 JAN 2026

borne exclusively by the Developer or the Lessee, as the case may be. Notwithstanding anything contained herein, in case there is any alleged defect in construction of the Project, then the Developer has sole liability for any action by the Allottee(s), provided that, after handover of the Lessee's Allocation by the Developer to the Lessee, no deviation has been carried out from the Plan by the Lessee and /or Allottees of the Lessee's Allocation.

6 IMPLEMENTATION OF THE PROJECT

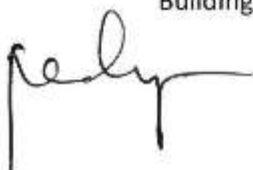
The Parties agree that the Project will be implemented as per the sanctioned Plan and in case of any modifications, alterations, amendments, additions, revalidations, renewals or deletions as mutually agreed between the Parties, the Developer shall take all steps for obtaining the necessary approvals/permissions from the requisite Governmental Authority/regulatory authority and keep the Lessee informed of any such development. The Lessee shall cooperate and provide any assistance as required.

6.1 Due Diligence

- (i) The Developer or its advocates shall, before the Execution Date, raise requisitions upon the Lessee, for the purpose of completing its due diligence in respect of the Project Land. The Developer shall conduct and complete the due diligence in relation to the Project Land within a period of 30 (Thirty) days from the date on which the last requisition is responded to by the Lessee in full or such other period as mutually agreed by the Parties in writing. The said due diligence may include publication of newspaper notices and consent, if required shall be forthwith given by the Lessee. The Lessee shall share and provide access to all documents and information in response to requisitions made by the Developer or its advocates, in a timely manner (together with supporting documents), and in no event later than 7 (Seven) days of receipt of such requisition, to the satisfaction of the Developer; and
- (ii) It is hereby clarified that, notwithstanding the Developer conducting the aforesaid due diligence and being satisfied with the same, the Lessee has good and marketable leasehold right and interest in respect of the Project Land as disclosed during the due diligence and stipulated herein.

6.2 Approvals and Sanctions

- (i) Unless prevented by any Force Majeure events, the Developer shall obtain within 9 (Nine) months from the Execution Date, modification/ revision/ renewal/ revalidation of the Plan having additional FAR and increase in the existing sanctioned height of the Project from the concerned Governmental Authority(ies) ("**Plan Sanction Date**"). Further, the Developer shall be solely responsible for making payment of all fees, expenses and charges as may be demanded by the concerned Governmental Authority(ies) for the same as well as for additional FAR on account of additional Green Building;





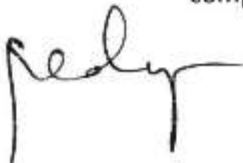
✓

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
27 JAN 2026

- (ii) The Developer shall have full authority and right to apply for (on behalf of the Lessee wherever required) and obtain all Applicable Permits from appropriate authority(ies) for the Project including any required for demolition of existing structures and commencement of construction, and the Lessee shall provide all assistance and co-operation with regard to the same. The Developer shall keep the Lessee informed at all times of the aforesaid beforehand;
- (iii) Upon obtainment of the revised Plan, the Lessee and the Developer undertake to respectively apply as a 'Promoter' for registration of the Project in terms of and/or under the provisions of the RERA and/or the rules and regulations made/promulgated thereunder, each as amended, modified etc. from time to time. On and from the date of obtainment of such registration by both the Developer and the Lessee ("**Project Registration Date**"), the Developer and the Lessee covenants to abide by RERA, as amended, modified etc. from time to time, to the extent the same are applicable on the Developer or Lessee, as the case may be, and/or the Project.
- (iv) The Lessee shall fulfill all its obligations under this Agreement and render full assistance and co-operation to the Developer and sign, execute, submit and deliver, at the costs and expenses of the Developer, all Plan(s), specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or operationally required by the Developer from time to time, in the manner agreed upon, promptly and without any delay failing which the Project Completion Period shall stand automatically extended by the period of delay on the part of the Lessee.

6.3 Construction and Completion of Project

- (i) The Project shall comprise of 7,30,272 (Seven Lakhs Thirty Thousand Two Hundred Seventy Two) square feet of Transferable Areas.
- (ii) The Developer shall construct the Project in compliance with the sanctioned Plan and shall endeavour to utilise maximum permissible FAR which presently is 3.025. It is hereby clarified that, any increase in the final sanctioned area in respect of the Project on account of any additional FAR granted by virtue of the Project being developed as a Green Building or due to any other reason, shall be allocated to the Developer and the Lessee in the ratio of 90:10. The Developer shall be solely liable to bear: (a) charges payable to the concerned Governmental Authority(ies) for obtaining additional Green Building FAR in respect of the Project Land; (b) fees payable for the sanction of the Plan comprising such additional FAR; and (c) additional Construction Cost on account of the Project being developed as a Green Building and/or any other logistic/construction charges/costs of the Project.
- (iii) Unless prevented by any Force Majeure events and the Lessee not being in breach of Clause 7.1, Clause 7.2 and Clause 12.2 of this Agreement, the Developer undertakes to complete the construction of the Project and obtain the completion certificate from the



20 | 49

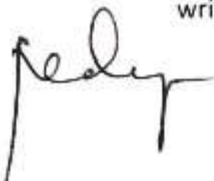


✓

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
27 JAN 2026

concerned competent Governmental and/or regulatory authority in respect of the same within a period of 60 (Sixty) months from the Project Registration Date ("**Project Completion Period**") in accordance with the Plan. However, in the event for any reason the development of the Project cannot be completed within the Project Completion Period, the Developer may be entitled to a further period to be mutually decided between the Parties to complete the development of the Project and obtain the aforesaid completion certificate. It is also agreed between the Parties that in case of any delay beyond the Project Completion Period of 60 (Sixty) months, the Lessee shall be entitled to INR 5,00,000 (Indian Rupees Five Lakhs) only per month as compensation for the delay payable on the 10th (Tenth) day of every month of delay. It is agreed that this is in addition to any other remedies and/or compensation that may be available to the Lessee in law. It is also reiterated that time is of the essence of this Agreement.

- (iv) The Parties agree that in case the Units are ready to be Transferred and/or allocated before the completion of the entire Project, the Developer and Lessee shall be entitled to Transfer such ready Units in proportion to the Developer's Allocation and Lessee's Allocation as stated herein.
- (v) It is hereby clarified that, upon the occurrence of any Force Majeure events, the Project Completion Period shall stand extended by such duration of time during which the Force Majeure events are in existence.
- (vi) The Developer intends to construct as part of the Project, business centre(s) including open terrace of the podium roof with related structures and necessary equipment and infrastructure ("**Business Centre**") for the common use of the Allottees and any other Person(s) as the Developer may decide in its sole discretion. The commencement, completion, planning, execution, design, land area, location, number of floors, specifications, amenities and facilities, rules, regulations, charges, terms and conditions of use, different time of gradual operationalization and every aspect of such Business Centre shall be decided by the Developer at its sole discretion, and any and all revenue and proceeds generated from the commercial utilization of the Business Centre shall solely belong to the Developer. It is hereby clarified that, the Lessee shall not have any right or interest in respect of the Business Centre and/ or the revenue and proceeds generated from the commercial utilization of the Business Centre, in any manner whatsoever.
- (vii) It is hereby further clarified that, the Developer shall be entitled to make modifications and/ or improvements with respect to the specifications of any Unit(s) in the Developer's Allocation without any obligation to intimate the Lessee or obtain the consent of the Lessee, regarding the same, however provided that such modifications and/or improvements have no impact in any manner on the Lessee's Allocation or the Common Areas. Notwithstanding the above, the Developer may make modifications with respect to any part or portion of the Lessee's Allocation, only upon obtaining prior written permission from the Lessee regarding the same.





✓

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
27 JAN 2026

- (viii) In the event, the Lessee and/ or the Allottee(s) in respect of the Lessee's Allocation has changed/modified/altere the specifications of any Unit(s), the Developer shall not be held liable for any defect or deficiency in construction of such Unit(s).
- (ix) The Developer shall, on a monthly basis, provide the Lessee with a written update outlining any material developments, updates, milestones, and/ or statutory/regulatory compliance requirements and fulfilment thereof, in relation to the construction and development of the Project.

6.4 Utilities required for Development

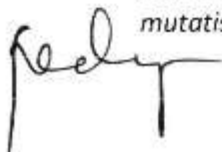
The Developer shall be entitled to apply for and to obtain at its own costs, temporary and permanent connections of water, electricity, drainage, sewerage and/or other utilities, inputs and facilities from the appropriate authorities required for the development of the Project.

6.5 Sub-Contracting

The Developer shall be allowed to subcontract any and all of its obligations, in whole or in part, under this Agreement pertaining to construction of the Project, to a third party(ies) at its sole discretion and without obtaining prior written consent from the Lessee. It is clarified that notwithstanding if the Developer decides to subcontract its obligations under this Agreement to a third party(ies), the Developer shall continue to remain liable to the Lessee for all Developer's obligations / deliverables / responsibilities under this Agreement.

6.6 Freehold Conversion

- (i) At any time on or after the Execution Date, the Developer shall have the option to request and the Lessee shall promptly apply for and obtain the freehold conversion of the leasehold right and interest in respect of the Project Land, in terms of the Applicable Law. It is hereby agreed by and between the Parties that, all Government/ statutory fees to be incurred to obtain such freehold conversion shall be borne by the Lessee and the Developer in the ratio of their respective allocations i.e. 20:80, provided however that, in no event, the Lessee shall be liable to pay any amount over and above INR 10,00,00,000 (Indian Rupees Ten Crores) for such freehold conversion;
- (ii) The Lessee and the Developer shall be entitled to apply for and obtain freehold conversion of the Unit(s) comprised in the Lessee's Allocation and the Developer's Allocation respectively, and they shall cooperate with each other to do the same. All cost, expense and Government/ statutory fees to be incurred to obtain such freehold conversion shall be borne by the Lessee and the Developer for their respective allocations; and
- (iii) Notwithstanding anything contained herein, the Parties agree, that on any application for freehold conversion of the Project Land, any time thereafter and upon freehold conversion of the Project Land, the terms and conditions of this Agreement shall apply *mutatis mutandis*.





27 JAN 2020

7 OBLIGATIONS OF THE PARTIES

7.1 Positive Obligations of the Lessee

The Lessee hereby agree, undertakes and covenants that it shall:

- (i) establish, ensure and maintain free, clear, unencumbered and marketable leasehold right and interest in respect of the Project Land, free from all Encumbrances, as stipulated herein, so as not to in any manner impair the development of the Project;
- (ii) ensure that the Project Land has direct road access, is contiguous in nature and developed as a consolidated plot of land, for the purpose of the Project;
- (iii) ensure that the access to and physical control of the Developer over/in respect of the Project Land is not hindered or impeded or obstructed in any manner whatsoever by the Lessee;
- (iv) pay and bear and continue to remain liable and responsible to pay and bear for the period from the Execution Date up to the Handover Date (irrespective of when the bills/demands for the same are received/raised), the Outgoings pertaining to the Project Land, proportionate to the Lessee's Allocation;
- (v) pay the Extras and Deposits and GST, in respect of the non-Transferred portion of the Lessee's Allocation and intimate the Allottees to pay, the Extras and Deposits and GST, in respect of the Transferred portion of the Lessee's Allocation, in terms of Clause 5.5 of this Agreement;
- (vi) pay the Common Expenses, in respect of the non-Transferred portion of the Lessee's Allocation, and intimate the Allottees to pay the Common Expenses, in respect of the Transferred portion of the Lessee's Allocation in terms of Clause 5.6 of this Agreement;
- (vii) be responsible for any Encumbrance and/or defect related to the leasehold right and interest in respect of the Project Land, not disclosed by the Lessee as on the Execution Date and shall bear all costs associated in that respect and shall be liable to the Developer to keep the Developer indemnified and harmless against any losses, claims, damages etc. that the Developer may suffer in this regard;
- (viii) remain responsible for due compliance with Applicable Law, regulatory requirements, standards, guidelines and codes of practice in connection with the performance of its obligations under this Agreement including all compliances and filing requirements under the RERA in respect of the Project, to the extent of the Lessee's Allocation and Companies Act, 2013;
- (ix) comply with all the terms and conditions in the Deed of Lease and well as conditions,




23 | 49



✓

27 JAN 2009

terms, undertakings as may be imposed by the relevant authorities relating to its leasehold right and interest in respect of the Project Land, other than any act(s) or omission/s caused by the fault of the Developer, and shall, without any limitation, from time to time, disclose all facts, information and issues, including all communication received from the Governmental Authority(ies) whether such facts, information and issues are material, relevant or otherwise, which the Developer ought and should reasonably be in the knowledge of;

- (x) make timely and regular payment of the annual lease rent, in respect of the Project Land to the extent of the Lessee's Allocation, as stipulated in the Deed of Lease;
- (xi) immediately inform the Developer of any notice received by it in relation to modifying, varying or suspending any rights pertaining to any part or portion of the Project Land and carry out all necessary rectifications in accordance with such notice, including payment of penalty, that may be imposed on the Project Land or any part thereof, that has risen directly or indirectly out of any fault or act or omission of the Lessee;
- (xii) carry out rectifications in any defect or deficiency in its leasehold right and interest with respect of the Project Land or any part or portion thereof, that may be pointed out by the Developer or that has come to the knowledge of the Lessee or that has been raised by any third party(ies) and/ or Governmental Authority(ies) within such timeline as may be decided by the Developer;
- (xiii) provide all necessary information and documents as may be available, as may be sought by the Developer or its lawyer during the conduct of the due diligence of the Project Land, by way of requisitions, within 7 (Seven) days of receipt of such requisition;
- (xiv) from time to time and in no event later than 7 (Seven) business days from the date of request of the Developer to do so, sign, execute and deliver such applications, Plan(s), instruments, papers, deeds and documents in the manner agreed upon and use its best efforts to undertake and execute all such acts, deeds and things for submission to any Governmental Authority or for any other purpose as the Developer may determine in order to enable the Developer to exercise its rights and/or fulfil its obligations stipulated herein;
- (xv) appear through authorised representatives/consultants/advocates along with the Developer before the concerned Governmental Authority(ies) for all matters connected with the Project Land or any part or portion thereof and/or in relation to the execution and implementation of the Project as may be required;
- (xvi) co-operate with the Developer to obtain all requisite approvals, Applicable Permits etc., and if required and requested by the Developer in writing, shall along with the Developer jointly communicate with any Governmental Authority, as may be required, in relation to the development and implementation of the Project;




24 | 49



[Handwritten mark]

27 JAN 2020

- (xvii) act and co-operate in good faith with the Developer in all respects for the execution and implementation of the Project in terms of this Agreement, provide all assistance and co-operation necessary for the Developer to implement and complete the Project and to exercise the Development Rights, and shall not hinder, impede and obstruct use, access, control etc. of the Developer and/or Persons permitted by the Developer for the purpose of implementation of the Project, over/in respect of the Project Land, and further to allow the Developer to bring, deposit in and remove from the Project Land, all such materials, plant, equipment, appliances and effects as may be required or expedient for the execution of the Project, and to cut down, demolish, remove and/or make alterations or additions to the Project Land and/ or constructions/ structures thereon and subject to Applicable Law, sell, remove, dispose of or otherwise deal with materials thereof and any earth, clay, gravel, sand or other substance or materials, on and from the Project Land and to use any of the same for the Project;
- (xviii) promptly inform the Developer of any claim received from any third party(ies) disputing the leasehold right and interest of the Project Land or any part thereof at any time without disrupting, impeding, obstructing and/or stalling the development of the Project ;
- (xix) in the event there exists any agreement, understanding or arrangement with any third party(ies) with respect to the Project Land before the Execution Date, the Lessee shall promptly inform the Developer regarding the same and shall ensure that all such agreements, understandings or arrangements are forthwith terminated as applicable and all costs and expenses in connection with such termination including costs incurred to arrive at any kind of settlement with such third party(ies), shall be solely and exclusively borne by the Lessee;
- (xx) Transfer the Common Areas to the association of Allottees, upon being called to do so by the Developer and the Lessee shall also execute all such mutually agreed supplementary agreements modifying or amending the terms hereof or any and all mutually agreed documents and instruments to evidence, record or effectuate this Agreement. For avoidance of doubt, the association formation will be initiated by Developer and the Lessee shall always facilitate in connection to the same;
- (xxi) execute and register in favour of the Developer, within 3 (Three) working days from the Execution Date, necessary power(s) of attorney as agreed between the Parties, for the purpose of authorising and empowering the Developer and/or its nominee(s), for carrying out various acts, deeds and things in respect of the development and implementation of the Project and to also deal with the same in terms of this Agreement including but not limited to enabling the Developer to sign, execute and register all transaction documents in respect of the Transferable Areas forming part of the Developer's Allocation, in favour of the Allottees, and the Common Areas in favour of the association of Allottees;



25 | 49



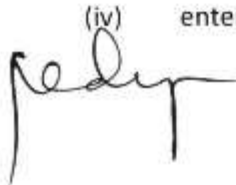
27 JAN 2009

- (xxii) bear and pay any and all income taxes, if any, which arises in relation to and/or upon execution of this Agreement attributable to the Lessee's Allocation. The Lessee shall ensure that the taxes, if any payable, are discharged and/or borne on its own proprietary account and that the Lessee shall not create any charge or any Encumbrance on the Project and/or the Transferable Areas comprised in the Developer's Allocation on account of such tax dues;
- (xxiii) furnish a certificate from a practicing Chartered Accountant confirming that the Lessee is not in default of S 281 of the Income-tax Act, 1961, within 15 (Fifteen) days from the Execution Date;
- (xxiv) be solely responsible to deal with all litigations filed by or against the Allottee(s) (except those attributable to the Developer's fault or act or omission) with respect to the Lease and/ or the Lessee's Allocation and shall ensure that, the Developer is not held liable for the same, in any manner whatsoever and that, such litigation does not have any adverse impact on the construction and development of the Project;
- (xxv) promptly intimate the Developer, regarding receipt of any notice and/ or initiation of proceedings under the Insolvency and Bankruptcy Code, 2016; and
- (xxvi) to comply with and fulfil each of its obligations as stated elsewhere in this Agreement.

7.2 Negative Obligations of the Lessee

The Lessee hereby agrees, undertakes and covenants that, subject to the terms and conditions of this Agreement, it shall not:

- (i) assign, sub-lease, alienate or part with possession or deal with or Transfer any interest or create any Encumbrance(s) in/over the Project Land and/ or the Project (save and except the Lessee's Allocation) and/ or the leasehold right and interest of the Lessee under Deed of Lease in favour of any Person;
- (ii) breach or fail to comply with any of the terms and conditions of the Deed of Lease, so as to ensure that, *inter alia*, there is no resumption of the Project Land by the Governmental Authority, other than any breach and/or failure and/or act or omission which is attributable to the Developer;
- (iii) do any act of commission or omission that (a) interferes with or causes any obstruction or hindrance in the construction and completion of the Project by the Developer; and/ or (b) whereby the rights of the Developer in terms of this Agreement are prejudicially affected. The Lessee shall act in the best interest of the Project and shall not, in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of the Project;
- (iv) enter into any agreement, commitment, arrangement or understanding with any




 26 | 49



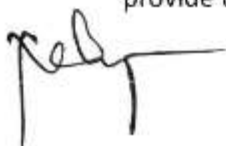
27 JAN 2026

- Person(s) which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such Person(s) any right, interest, claim or Encumbrance in or over or in relation to Project Land and/ or the Project (save and except the Lessee's Allocation);
- (v) wilfully restrain, object to or do any act which hinders the Developer from carrying out the construction of the Project in any manner whatsoever;
 - (vi) take any step which would endanger the safety and security of the men and materials on the Project Land or part thereof as required under Applicable Law;
 - (vii) do any act, deed or thing whereby the Developer is prevented from enjoying, Transferring, assigning and/or disposing of any part or portion of the Developer's Allocation;
 - (viii) (a) initiate, solicit or consider, whether directly or indirectly, any offers or agreements from any third party(ies) for the Transfer or disposal of the Project or any rights or entitlements, save and except the Lessee's Allocation; and/ or (b) enter into any arrangement or agreement of any nature whatsoever for Transfer of the Project Land or any part thereof, in any manner whatsoever with any other Person(s) save and except the Lessee's Allocation; and/ or (c) negotiate or discuss with any third party(ies) regarding the financing or mortgage of its leasehold right and interest in the Project Land save and except the Lessee's Allocation; and/ or (d) do or cause to be done any act or deed which may tend to have the effect of interrupting the progress or completion of the development of the Project, as envisaged in this Agreement or which renders the Developer incapable of performing its obligations under this Agreement; and
 - (ix) use the brand of the Developer/PS Group or any of its group companies in any manner whatsoever, without the prior written consent of the Developer.

7.3 Obligations of the Developer

The Developer shall:

- (i) take all such steps as may be required for the timely execution, promotion, development and implementation of the Project including finalisation and submission of the Plan, financing arrangement/sourcing of finances, finalizing the designs, developing and executing the sales and marketing plan, pricing, phasing and constructing the Unit(s) and shall take all decisions in conformity with the sanctioned Plan;
- (ii) keep the Lessee informed forthwith of all correspondences and communications received from the Governmental Authority(ies) in relation to the Project Land and provide the Lessee with copies of the aforesaid;




27 | 49



27 JAN 2028

- (iii) be responsible for the construction, development and completion of the Project in a timely manner and activities incidental thereto, including making ready all applications/forms and attaching all documents required for such sanctions/amendments/extensions etc. and obtain all the necessary permissions, approvals and/or clearances of any nature in relation to development of the Project or any part or portion thereof and any and all costs in relation thereto;
- (iv) remain responsible for due compliance with Applicable Law, regulatory requirements, standards, guidelines and codes of practice in connection with the performance of their obligations under this Agreement including all compliances and filing requirements under the Companies Act, 2013 and RERA in respect of the construction and development of the Project Land and/or the Developer's Allocation;
- (v) on and from the Execution Date, make and ensure proper provision for safety and security of the Project Land and men and materials on the Project Land in accordance with the provisions of the Applicable Law and take adequate measures and steps in this regard, including dealing with and/or being solely liable for any situation arising out of any accident, injury or loss of life at the site of the development of the Project and the Lessee has no obligations and/or responsibilities for the aforesaid including but not limited to any loss and/or damage to life and/or property;
- (vi) apply for and obtain temporary and permanent connections of gas, water, electricity, power, drainage and sewerage to the Project and other inputs and facilities required for the construction or enjoyment of the Project;
- (vii) be responsible and liable for all contractors, architects, consultants, technicians, engineers, Persons (including its own employees), brokers, advertisers, engaged for purposes of carrying out the development of the Project by it including payment of their bills, dues, salaries, fees, taxes, benefits and claims in respect thereof;
- (viii) shall pay and bear and continue to remain liable and responsible to pay and bear from the Execution Date up to the Handover Date, the Outgoings pertaining to the Project Land, proportionate to the Developer's Allocation;
- (ix) bear and pay any and all income taxes, if any, which arises in relation to and/or upon execution of this Agreement and attributable, as such, to the Developer's Allocation. The Developer shall ensure that the taxes, if any payable, are discharged and/or borne on its own proprietary account;
- (x) execute and register in favour of the Lessee, within 3 (Three) working days from the Execution Date, necessary power(s) of attorney in the form as agreed between the Parties, for the purpose of authorising and empowering the Lessee and/or its nominee(s), for carrying out various acts, deeds and things including but not limited to enabling the Lessee to sign, execute and register all transaction documents in respect of the Transferable Areas forming part of the Lessee's Allocation, in favour of






✓

27 JAN 2008

the Allottees;

- (xi) make timely and regular payment of the annual lease rent, in respect of the Project Land to the extent of the Developer's Allocation, as stipulated in the Deed of Lease; and
- (xii) assist the Lessee for rectifying/ resolving any Encumbrance and/or defect of any and every nature whatsoever including litigation related to the leasehold right and interest of the Lessee in respect of the Project Land.

8 TRANSFER OF TRANSFERABLE AREAS

- 8.1 The base price for the Transferable Areas shall be mutually agreed by the Parties from time to time, keeping in view the market practice and trend, in and around the locality where the Project is located, and the Parties shall not be entitled to Transfer any part or portion of the respective allocations at a price lesser than the base price, from time to time.
- 8.2 In the event, the Lessee proposes to Transfer any part or portion of the Lessee's Allocation to a third party(ies), the Developer shall have a right of first refusal to such Transfer, to acquire the said part or portion of the Lessee's Allocation, on the same terms and conditions as offered by such third party(ies). The Lessee shall serve a written notice upon the Developer to exercise the aforesaid right of first refusal, and upon the Developer electing to exercise such right and making the necessary payment within 30 (Thirty) business days from receipt of the aforesaid notice, the Lessee thereafter shall Transfer such part or portion of the Lessee's Allocation in favour of the Developer or any of its nominee(s). However, in the event the Developer elects not to exercise such right and communicates its written refusal to the Lessee and/ or fails to reply within 15 (Fifteen) business days from the date of the aforesaid notice, the Lessee shall be entitled to Transfer such part or portion of the Lessee's Allocation in favour of third party(ies), at a price not below the price as was offered to the Developer.
- 8.3 The Transfer for Lessee's Allocation and Developer's Allocation shall be effected, by way of an agreement between the Lessee, the intended Allottee and the Developer. In this regard, it is hereby clarified that, in so far as the Transfer pertains to the Developer's Allocation, the Developer shall be entitled to sign on behalf of the Lessee on the basis of the powers granted by the Lessee to the Developer in compliance with Clause 9 of this Agreement. Further, in so far as the Transfer pertains to the Lessee's Allocation, the Lessee shall be entitled to sign on behalf of the Developer on the basis of the powers granted by the Developer to the Lessee in compliance with Clause 9 of this Agreement.
- 8.4 The Lessee and the Developer agree to Transfer the Common Areas to the association of Allottees. It is hereby agreed by and between the Parties that, any fees or charges that may be payable to the concerned Governmental Authority(ies), for transfer/ assignment of the leasehold right and interest in respect of the Project Land, shall be borne by the Lessee and the Developer in the ratio of 20:80.





✓

REGISTRAR OF COMPANIES
OFFICE OF THE REGISTRAR OF COMPANIES
27 JAN 2026

- 8.5 The Lessee shall make payment of 1.5% (One Point Five Percent) plus applicable GST to the Developer against the total consideration received for Transfer of the Lessee's Allocation, towards marketing costs in respect of the Lessee's Allocation. The Parties hereby agree and confirm that, to ensure operational convenience and overall success of the Project, the Developer shall be entitled to (i) finalise the name and decide on branding of the Project; and (ii) advertise, publicize, put hoardings, print pamphlets/brochures etc. for the Project, and create all marketing/promotional materials, by using the registered trademark (logo/device mark) or any other brand name suggested by the Developer as a prefix for naming the Project.

9 AUTHORITY

- 9.1 In order to facilitate the Developer to construct and develop the Project and Transfer the Developer's Allocation, the Lessee hereby appoints the Developer, as its constituted attorney and authorized representative, and hereby grants to and in favour of the Developer, by way of 2 (Two) powers of attorney, and for the specified purposes contained therein, and the Lessee shall be bound by each of the acts done and executed by the Developer and/or the nominee(s) of the Developer in pursuance of these powers and further the Lessee hereby ratifies and confirms and agrees to ratify and confirm and be bound by all and whatsoever the Developer and/or the nominee(s) of the Developer shall do or cause to be done, in exercise of all the powers granted under these presents and/or in pursuance hereof.
- 9.2 It is agreed and understood that the powers granted hereunder by the Lessee to the Developer shall not absolve the Lessee from its liabilities and responsibilities to make, file and obtain necessary sanctions, permissions etc., and to do such acts, deeds and things as may be requested by the Developer from time to time, as also to fulfil and perform its several obligations and duties as stipulated herein.
- 9.3 In order to facilitate the Lessee to Transfer the Lessee's Allocation, the Developer hereby appoints the Lessee, as its constituted attorney and authorized representative, for the aforesaid purpose and hereby grants to and in favour of the Lessee, by way of a power of attorney, and the Developer shall be bound by each of the acts done and executed by the Lessee and/or the nominee(s) of the Lessee in pursuance of these powers and further the Developer hereby ratifies and confirms and agrees to ratify and confirm and be bound by all and whatsoever the Lessee and/or the nominee(s) of the Lessee shall do or cause to be done in exercise of all the powers granted under these presents and/or in pursuance hereof.

10 RESOURCE MOBILISATION

- 10.1 At the request of the Developer and from time to time as the Developer may deem necessary, the Lessee shall use the best efforts for the Lease of the Project Land or any part or portion of the same, together with all rights in respect thereof, to be charged, mortgaged, assigned or otherwise Encumbered, including by way of equitable mortgage by deposit of the Deeds in favour of any bank(s) and/or financial institution(s) and/ or lender(s) ("Lender") identified by the Developer, and to enable the Developer to obtain lending/ financing/ guarantees as





ADDITIONAL REGISTRAR
OF ASSURANCES - IV, KOLKATA
27 JAN 2026

construction finance, for the purpose of development and construction of the Project and/ or for any payment of license fees/ charges or any other statutory or Government levies for development/ construction on the Project Land or for anything pertaining to development/ construction of the Project. For the purpose of the above, the Lessee shall do, carry out, execute and perform each of the several acts, deeds and things in respect of creation of such mortgage, charge, lien, assignment or Encumbrance, including procuring permissions, if any, required for the same, and signing, executing and delivering all deeds and documents as may be requested for and provided by the Developer. Notwithstanding anything contained herein, any such above actions shall not affect in any manner the Lessee's Allocation including but not limited to the Lessee or any Lessee's Allottee being able to mortgage or encumber any part of the Lessee's Allocation and shall also be in due accordance with Applicable Law. In the event, the Lessee and/ or the Allottees of the Lessee's Allocation is desirous of creating a charge or mortgage or lien or loan or any Encumbrances in respect of any portion of the Lessee's Allocation, the Developer shall cause the Lender to issue a no objection certificate in this regard, in favour of the Lessee or the Allottees of the Lessee's Allocation, as the case may be.

- 10.2 The Developer shall be entitled to mortgage, create any charge or lien, hypothecate, assign or otherwise Encumber the Developer's Allocation and/ or any part thereof including the built-up superstructure/ other constructions/improvements constructed/made on the Project Land, forming part of the Developer's Allocation and obtain lending/ financing/ guarantees from the Lender as construction finance, for the purpose of development and construction of the Project and/ or for any payment of license fees/ charges or any other statutory or Government levies for development/ construction on the Project Land or for anything pertaining to development/ construction of the Project. The Developer shall be entitled to execute all relevant documents/agreements, in such form and manner as the Lender so requires provided the same are not contrary to the terms and conditions of this Agreement and shall undertake all such actions as may be required by the Lender to create and perfect such mortgage, charge etc.
- 10.3 The Lessee or the Allottees of the Lessee's Allocation, as applicable, shall be entitled to mortgage, loan, create any charge or lien, hypothecate, assign or otherwise Encumber the Lessee's Allocation and/ or any part thereof including the built-up superstructure/ other constructions/improvements constructed/made on the Project Land, forming part of the Lessee's Allocation and obtain lending/ financing/ guarantees from the Lender or any other bank/ financial institution for anything pertaining to the Project. The Lessee or the Allottees of the Lessee's Allocation, as applicable, shall be entitled to execute all relevant documents/agreements, in such form and manner as the Lender or any other bank/ financial institution so requires provided the same are not contrary to the terms and conditions of this Agreement and shall undertake all such actions as may be required by the Lender or any other bank/ financial institution to create and perfect such mortgage, charge etc.
- 10.4 The Lessee hereby authorizes and empowers the Developer and/or its nominee(s) to carry out, execute and perform various acts, deeds and things in respect of creation of such mortgage, charge, etc. including signing and executing all necessary deeds and documents in





ADDITIONAL REGISTRAR
OF ASSESMENT, KOLKATA
27 JAN 2026

relation to the Lease of the Project Land and the Developer's Allocation in accordance with this Agreement.

- 10.5 The Developer shall be solely liable for repaying the financial assistance/ loan availed by it and the Lessee shall not be liable in any manner whatsoever for repayment of such financial assistance/ loan availed by the Developer or any consequence arising out of default in such repayment, including any interest or penalty payable in respect thereof.

11 MAINTENANCE AND MANAGEMENT OF COMMON AREAS

- 11.1 Upon completion of the Project, the Developer shall be entitled to maintain and manage the Common Areas of the Project in accordance with Applicable Law, either by itself or through any agency appointed by it for the said purpose till the formation of the association of Allottees after which the maintenance and management shall be done by such association.
- 11.2 The Developer shall be entitled to collect the Extras and Deposits as well as the Common Expenses from the Allottees of the Lessee's Allocation and the Lessee in respect of the Lessee's Allocation, to the extent not Transferred as per timelines mentioned in Clause 5.6 of this Agreement. It is hereby clarified that, the Developer, shall be liable to pay Extras and Deposits, in respect of the Developer's Allocation, to the extent not Transferred. Upon formation of the association of Allottees, only the balance amount remaining on account of the sinking fund (forming part of such Extras and Deposits) shall be Transferred by the Developer to such association of Allottees, and thereafter, the Lessee for the Lessee's Allocation (to the extent not Transferred) and/or the Developer for the Developer's Allocation (to the extent not Transferred) and/ or the Allottee shall be liable to pay the Common Expenses to the association of Allottees.
- 11.3 The Lessee agrees and acknowledges that, in the event of a Transfer by the Lessee out of the Lessee's Allocation, it would ensure that such Allottees enter into a separate management agreement with the Developer or its nominee(s) in connection with the maintenance and management of the Project. The Lessee hereby further agrees and acknowledges that, in the event any part(s) or portion(s) of the Lessee's Allocation is not Transferred, then in respect of such part(s) or portion(s) of the Lessee's Allocation, the Lessee shall be liable to enter into a separate management agreement with the Developer or its nominee(s) in connection with the maintenance and management of the Project, and it shall become the member of the association of Allottees, in respect of such part(s) or portion(s) of the Lessee's Allocation, that are not Transferred. Similarly, the Developer shall also become member of the association of Allottees in respect of the part(s) or portion(s) of the Developer's Allocation not Transferred.
- 11.4 The Lessee acknowledges that the Developer and its servants and agents with or without workmen and others, shall at all reasonable times, have the right to enter into and upon the Project and every part thereof for the purpose of maintenance or repairing any part or portion of the Project and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any common facilities forming part of the Project





~

ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
27 JAN 2026

and/or for the purpose of pulling down, maintaining, repairing and testing drains, septic tank, water pipes and electric wires and for any purpose of similar nature.

12 REPRESENTATIONS AND WARRANTIES

12.1 Each Party represents and warrants to the other Party that as on the Execution Date:

- (i) such Party is duly organised and validly existing under the laws of India and has all requisite legal power and authority to execute this Agreement and to carry out the terms, conditions and provisions hereof;
- (ii) it has all necessary power and authority to enter into this Agreement and to perform all of the obligations to be performed by it under this Agreement;
- (iii) this Agreement has been duly and validly authorized, executed and delivered by it and constitutes a valid and binding obligation which is enforceable in accordance with its terms;
- (iv) the execution and delivery of this Agreement and the performance of its obligations hereunder shall not (i) conflict with or result in the breach of the terms of any other contract or commitment to which it is a party or by which it is bound; (ii) violate its memorandum of association, articles of association or bye-laws, or any other equivalent organizational document; (iii) conflict with or require any consent or approval under any judgment, order, writ, decree, permit or license to which it is a party or by which it is bound; and (iv) require the consent or approval of any other party to any contract, instrument or commitment to which it is a party or by which it is bound;
- (v) all consents and all legislative, administrative and other Governmental action including the respective Party's board approvals required to authorise the execution, delivery and performance by such Party and the transactions contemplated hereby have been taken or obtained and are in full force and effect, except to the extent of such actions which by the terms hereof are to be taken at a future date; and
- (vi) its entry into this Agreement, and the exercise of its rights and performance of and compliance with its obligations under or in connection with this Agreement or any other document entered into under or in connection with this Agreement, will constitute private and commercial acts done and performed for private and commercial purposes.

12.2 Specific Representations and Warranties by the Lessee

The Lessee hereby assures, undertakes, represents and warrants to the Developer:

- (i) that the Lessee has free, clear, unhindered, unencumbered and marketable leasehold



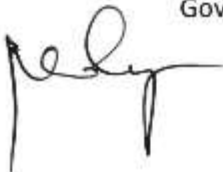
33 | 49



ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA
27 JAN 2026

right and interest in the Project Land as disclosed by the Lessee during due diligence, and subject to the provisions of the Deed of Lease, has full right and absolute power and authority to deal with all interests, rights and benefits in respect of the Project Land or any part and portion thereof and/or Transferring and/or alienating the same in any manner whatsoever or howsoever;

- (ii) that, save and except, the lessor as mentioned in the Deed of Lease, no other Person(s) and/or third party(ies) has any manner of right, interest or claim or demand over or in respect of the Project Land and/or any part or portion thereof;
- (iii) that the Lessee has not dealt with the Project Land or any interest, rights and benefits in respect of the Project Land in any manner or created any third party(ies) right, or interest therein or entered into any agreement, contract, etc. in respect thereof;
- (iv) that, there are no outstanding actions, claims or demands between the Lessee and any third party(ies) in respect of the Project Land or any interest, rights and benefits in respect of the Project Land;
- (v) that no part or portion of the Project Land is subject to any attachment under any other Applicable Law including the Bengal Public Demands Recovery Act, 1913 and the Income-tax Act, 1961;
- (vi) that no right or easement that may be required for execution of the Project and/or appurtenant to and/or benefitting the Project Land is restricted in any way, and such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or otherwise;
- (vii) that the Lessee has been in continuous vacant, peaceful, legal and physical possession of the Project Land, without any hindrance or impediment;
- (viii) that no third party(ies) has claimed or acquired any rights, interest or any benefits in the Project Land by way of adverse possession or otherwise;
- (ix) that the Project Land is not subject to any covenants, restrictions, stipulations, options, rights of pre-emption, adverse estate, right or interest, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable), the benefit of which is vested in a third party(ies) or to any other rights or arrangement in favour of any third party(ies) (whether in the nature of a public or private right or obligation) and further there is no agreement to create the same;
- (x) that there is no order of any court or any other statutory authority prohibiting Transfer and/or alienation of the Project Land or any part or portion thereof;
- (xi) that there are no quasi-legal, administrative, proceedings, claims, actions, Governmental investigations, of any nature made, existing, or pending in respect of





ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
27 JAN 2026

and/or against any part or portion of the Project Land nor are any such proceedings threatened or anticipated, which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or the transactions stated herein and/or enjoin, restrict or prohibit the performance by the Lessee of its obligations under this Agreement;

- (xii) that all the terms and conditions in relation to leasehold right and interest of the Project Land is contained in the Deeds and there are no other agreements, documents or letters relating to or affecting the same and the Lessee has had in their possession, except for all Deeds and other correspondence which have been handed over to the Developer on the Execution Date;
- (xiii) that the Lessee has not entered into, nor have authorized any Person(s) to enter into, any arrangement or agreement for joint development/ lease/ license/ assignment/ mortgage/ tenancy/ allotment etc., or any other agreement or memorandum of understanding with any third party(ies) including any real estate developer(s) for booking of any kind of commercial/ retail/ office space or any other space/ area, to be developed or constructed on the Project Land;
- (xiv) that the Lessee has not appointed any attorney to act on its behalf, nor entered into, nor has authorized any Person(s) to enter into any agreement in relation to grant, assignment and/ or transfer of Development Rights or any other agreement, memorandum of understanding, term sheet etc. for Transferring any rights in respect of the Project Land or to deal with the Project Land or any part thereof for any purpose whatsoever;
- (xv) that there are no Outgoings or any other charges under any Applicable Law, required to be paid to any Governmental Authority in connection with the Project Land that have been demanded and remains unpaid as of the Execution Date;
- (xvi) that it is in compliance with all Applicable Law, regulatory requirements, standards, guidelines and codes of practice in connection with the performance of its obligations under this Agreement and will not do or permit anything to be done which might cause or otherwise result in a breach of this Agreement or cause any detriment to the transactions herein envisaged; and
- (xvii) that each of the representations and warranties contained herein are true and correct as on the Execution Date.

12.3 Reliance

The Lessee states, declares and assures the Developer that, based on its representation of a clear and marketable leasehold right and interest in respect of the Project Land, as disclosed by the Lessee to the Developer:







2

27 JAN 2008

- (i) The Developer can submit the declaration supported by a sworn affidavit together with the application to the competent authority, at the time of registration of the Project under RERA; and
- (ii) The Developer can obtain at its own cost, insurance of the title of the Project Land as required under RERA, prior to obtaining sanction of the Plan.

13 TAXES

- 13.1 The Lessee shall be responsible to bear and pay direct and indirect taxes, including for example, income-tax and GST which arises upon execution of this Agreement, if at all. Wherever the Lessee has a legal obligation to pay the aforesaid Taxes associated with this Agreement, the Lessee shall be solely responsible for the same.
- 13.2 The Developer shall raise tax invoice, along with applicable GST, for the construction service provided to Lessee to the extent of the Lessee's Allocation on the basis of mutually agreed milestones on such value and at such applicable rate as prescribed in terms of the applicable GST laws read with relevant clarifications, notifications and circulars and the Lessee shall reimburse to the Developer only the GST component within 20th (Twentieth) of the succeeding month or before the due date of payment of GST.
- 13.3 Notwithstanding anything contained hereinabove during subsistence of this Agreement and/or after termination or expiry of this Agreement, if any GST liability is determined, in terms with the provisions under the Applicable Law relating to GST or by virtue of a judgment by any court of law or directions issued by Government of India or any State Government, to be payable by the Developer on behalf of the Lessee under reverse charge mechanism or otherwise on any account not limited to service of transfer of Development Rights or in case any GST is chargeable by the Developer to the Lessee on any account not limited to construction service and other special services being rendered thereto in terms with the provisions under the Applicable Law relating to GST or by virtue of a judgment by any court of law or directions issued by Government of India or any State Government, and such GST is indisputably on account of the Lessee as per Applicable Law then the Developer shall pay the same to the appropriate authority and claim the same from the Lessee and the Lessee undertake to pay the same to the Developer within 30 (Thirty) days from the date of the claim raised by the Developer along with applicable interest, if any, payable in terms with the Applicable Law relating to GST.
- 13.4 In case and in the event the Lessee fails to or is unable to discharge in favour of the Developer any of its tax liability as mentioned in this Clause 13, then the Developer shall be entitled to withhold the handover of possession of the concerned portion of the Lessee's Allocation, in respect of which the tax liability is outstanding. The Developer shall be entitled to withhold the said possession till such time the outstanding tax liabilities along with applicable penalty/ interest are fully discharged by the Lessee, after which the Developer shall promptly handover possession to the Lessee. However, in the event, the Lessee is unable to discharge its liability



SHARAD K. GADGOL

CONSULTANT

REPRESENTING

SHARAD K. GADGOL & CO.

10/10/10



[Handwritten mark]

27 JAN 2026

for a period of 1 (One) year from the date of demand by the Developer, the Developer shall be entitled to cause the Lessee to Transfer such portion of the Lessee's Allocation to an Allottee identified by the Developer, and revenue generated from such Transfer shall be deposited in the Developer's account to discharge the Lessee's aforementioned outstanding tax liability, and the remaining balance from the Allottee, if any, shall be collected by the Lessee.

- 13.5 The GST in respect of the Transfer of the Units to the extent of the Lessee's Allocation will be billed by the Lessee to the Allottees at such applicable rates.

14 TERMINATION AND CONSEQUENCES OF TERMINATION

14.1 In the event there is termination of the Deed of Lease on account of default by the Lessee and/ or resumption of the Project Land by the concerned Governmental Authority, this Agreement shall stand terminated. Upon such termination, the Developer shall be entitled to initiate necessary proceedings to seek compensation from the concerned Governmental Authority(ies). However, if it is held that, only the Lessee has the right to seek compensation, the Lessee shall initiate necessary proceedings at the Developer's request and out of the compensation received from the Governmental Authority(ies), shall forthwith pay to the Developer towards refund of (i) the Development Fees; and (ii) all cost and expenses incurred by the Developer for construction of the Project.

14.2 In the event, the Lessee is declared bankrupt or insolvent by the final court of appeal (i.e. the Hon'ble Supreme Court of India), the Agreement shall stand terminated, and the Lessee shall be obligated to assign the Lease in respect of the Project Land in favour of the Developer for a token consideration, after obtaining necessary permissions from the concerned Governmental Authority in this regard, and thereafter, the Developer shall have the right to complete the Project in a manner as it deems fit and thereafter, the Developer shall have the right to receive the revenues generated from the Transfer of the Transferable Areas including both the Developer's Allocation and Lessee's Allocation.

15 INDEMNITY

15.1 The Lessee hereby agrees to indemnify and hold harmless the Developer, its employees, agents, directors, officers, consultants etc., against all demands, costs, liabilities including costs for defending any claim including legal fees (collectively, "Losses") arising out of (a) any defect or deficiency in title and/ or leasehold right and interest of the Project Land other than as disclosed; and/ or (b) breach of the terms and conditions of this Agreement by the Lessee (not attributable in any way to the Developer) including its representations, warranties, obligations and/ or covenants contained herein ("Developer's Claim").

15.2 The Developer hereby agrees to indemnify and hold harmless the Lessee, its employees, agents, directors, officers, consultants etc., against all Losses arising out of (a) any defect or deficiency in construction of the Project; and/ or (b) breach of the terms and conditions of this Agreement by the Developer (not attributable in any way to the Lessee) including its





✓

27 JAN 2026

representations, warranties, obligations and/ or covenants contained herein ("**Lessee's Claim**").

- 15.3 The Developer/ Lessee shall be entitled to (i) make the Developer's Claim/ Lessee's Claim by issuing a notice in writing to the Lessee/ Developer and the Lessee/ Developer shall pay an amount equal to the Losses within 30 (Thirty) days from the date of such notice; and/ or (ii) to resolve, settle, contest and/ or dispute such Developer's Claim/ Lessee's Claim at the cost and expense of the Lessee/ Developer, to be reimbursed by the Lessee/ Developer within 30 (Thirty) days from the Developer/ Lessee claiming the same from the Lessee/ Developer by way of a written notice.

16 SPECIFIC PERFORMANCE

Notwithstanding Clause 14 of this Agreement, the Parties shall be entitled to claim before the arbitral tribunal constituted in terms of Clause 18.3 of this Agreement, specific performance of this Agreement to prevent the other Party from violating any contractual or legal obligation and also additionally seek damages/compensation in terms of this Agreement and/ or in terms of the Applicable Law and the Parties agree that the said arbitral tribunal shall be empowered to award specific performance and additionally also award damages/compensation and other such reliefs.

17 CONFIDENTIALITY

- 17.1 Each Party shall, keep all information and other materials passing between it and the other Party in relation to the transactions contemplated by this Agreement, including the terms and conditions of this Agreement ("**Confidential Information**") confidential and shall not without the prior written consent of the other Party, divulge the Confidential Information to any other Person(s) or use the Confidential Information other than for carrying out the purposes of this Agreement, except to the extent that:

17.1.1 such Confidential Information is in the public domain other than by breach of this Agreement; and/ or

17.1.2 such Confidential Information is required to be disclosed to its employees and professional advisors including lawyers, auditors, tax consultants, etc., on a need to know basis; and/ or

17.1.3 such Confidential Information is required or requested to be disclosed by any Applicable Law or by any Governmental Authority(ies) to whose jurisdiction the relevant Party is subject or with whose instructions it is obligated to comply, under notice to the other Party(ies); and/ or

17.1.4 any of such Confidential Information was previously known or already in the lawful possession of a Party, prior to disclosure by the other Party; and/ or






ADDITIONAL REGISTRAR
OF COMPANIES, KERALA
27 JAN 2026

✓

17.1.5 such Confidential Information is disclosed in connection with the performance of obligations or the exercise of rights under this Agreement; and/ or

17.1.6 any information, materially similar to the Confidential Information, shall have been independently developed by a Party without reference to any Confidential Information furnished by the other Party hereto.

17.2 In the event that any Party is requested or becomes legally compelled to disclose the existence of this Agreement and the proposed transaction or any of the terms and conditions hereof in contravention of the provisions of this Clause, such Party ("**Disclosing Party**") shall provide the other Party ("**Non Disclosing Party**") with prompt written notice of that fact so that the Non Disclosing Party may seek (with the cooperation and reasonable efforts of the Disclosing Party) a protective order, confidential treatment or other appropriate remedy. In such event, the Disclosing Party shall furnish only that portion of the Confidential Information which is legally required and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such Confidential Information to the extent reasonably requested by the Non Disclosing Party. The Parties further agree that the contents of such disclosure shall be agreed in advance between the Parties, and the Parties shall immediately respond to each other in this regard.

18 GOVERNING LAW AND DISPUTE RESOLUTION

18.1 The formation, validity, interpretation, execution, termination and settlement of disputes and differences under this Agreement, and any and all claims arising directly or indirectly from the relationship between the Parties ("**Dispute**") shall be governed by the laws of India. Subject to Clause 18.2 and Clause 18.3 of this Agreement, each Party agrees that the courts at Kolkata, West Bengal, India shall have exclusive jurisdiction in relation to this Agreement.

18.2 Amicable Resolution

In the event any Dispute arises, then such Dispute shall in the first instance be resolved amicably by representatives of the Parties. In the event Parties fail to resolve such dispute amicably within a period of 30 (Thirty) days from the date of notification of such Dispute by one Party to the other Party, then either of the Parties shall be entitled to refer such Dispute to arbitration.

18.3 Arbitration

(i) The arbitration shall be held in terms of the provisions of the Arbitration and Conciliation Act 1996 as amended from time to time and shall be conducted by an arbitral tribunal comprising 3 (Three) arbitrators. The Developer shall appoint 1 (One) arbitrator, the Lessee shall appoint 1 (One) arbitrator and the third arbitrator shall be selected by the 2 (Two) arbitrators so appointed.

(ii) The arbitration shall be conducted at Kolkata, West Bengal and shall be conducted in






✓

ADDITIONAL REGISTRAR
OF COMPANIES - IV, KOLKATA
27 JAN 2026

the English language and the arbitration award shall be final and binding on the Parties.

- (iii) The courts at Kolkata, West Bengal shall have exclusive jurisdiction in relation to any proceedings arising out of arbitration including but not limited to, proceedings for interim relief.

18.4 Continuation of Obligations

Notwithstanding the existence of any dispute or difference between the Parties which is referred for resolution or, as the case may be to arbitration, the Parties shall, during the pendency of the process of resolution or, as the case may be, arbitration, continue to act on matters under this Agreement which are not the subject matter of the dispute or difference, as if no such dispute or difference had arisen.

19 MISCELLANEOUS

19.1 Notices

All notices, requests, demands or other communications required and permitted under the provisions of this Agreement shall be delivered in person or sent by courier or registered post or speed post with acknowledgement or electronic mail. The same shall be addressed at the designation, address and electronic mail of the Parties mentioned hereunder, unless changed by written notification to be given at least 15 (Fifteen) days in advance by letter delivered in person or sent by courier or registered post or speed post with acknowledgement or electronic mail, prior to proposed date of change of address and/ or electronic mail. Any such notice or communication shall be deemed to have been delivered and received on the date of such delivery.

If to the Lessee:

Attention: Mr. Subir Chakraborty
Address: 24 Park Street, Kolkata 700016
E-Mail: subirc@in.dclgroup.com

If to the Developer:

Attention: Mr. Surendra Kumar Dugar
Address: 1002, E.M. Bypass, Front Block, Kolkata 700105
E-Mail: dugarsk@psgroup.in

19.2 Severability

If any provision of this Agreement is invalid or unenforceable or prohibited by Applicable Law, it shall be treated for all purposes as severed from this Agreement and ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof, which shall continue to be valid and binding. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the






ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
27 JAN 2026

transactions contemplated hereby are consummated as originally contemplated to the fullest extent possible in accordance with the Applicable Law.

19.3 Assignment

- (i) The Developer shall be entitled to assign its benefits, rights, entitlements and interest as contained in this Agreement (in whole or in part), in respect of the Project and/ or the Project Land in favour of any Person(s) only with prior written consent from the Lessee, provided such assignment does not adversely affect the Lessee's entitlement to the Lessee's Allocation in any manner whatsoever provided that the assignee shall be subrogated to and shall assume all the rights, obligations, interest and liabilities of the Developer under this Agreement; and
- (ii) The Lessee shall have the right to assign any of its benefits, rights, entitlements and interest as contained in this Agreement (in whole or in part), in respect of the Project and/ or the Project Land in favour of any Person(s) only with prior written consent from the Developer, provided such assignment does not adversely affect the Developer's entitlement to the Developer's Allocation in any manner whatsoever, and provided that the assignee shall be subrogated to and shall assume all the rights, obligations, interest and liabilities of the Lessee under this Agreement.

19.4 No Waiver

No failure to exercise and no delay in exercising on the part of any of the Parties, any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

19.5 Amendment

This Agreement shall not be amended, altered or modified except by an instrument in writing signed by or on behalf of all the Parties.

19.6 Entire Agreement

This Agreement, read with its Schedules and Annexures shall constitute the entire agreement between the Parties and supersedes any arrangements, understandings or previous agreements relating to the subject matter of this Agreement.

19.7 Further Assurance

The Parties shall use their reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under Applicable Law and regulations to consummate or implement expeditiously the transactions contemplated by, and the agreements and understanding contained in this Agreement.






ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
27 JAN 2026

19.8 Legal and Prior Rights

All rights and remedies of the Parties hereto shall be in addition to all other legal rights and remedies belonging to the Parties and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid, and it is hereby expressly agreed and declared by and between the Parties hereto, that the determination of this Agreement for any cause whatsoever shall be without prejudice to any and all rights and claims of any Party hereto, which shall or may have accrued prior thereto.

19.9 No Agency

The Lessee and the Developer are independent parties and under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture between the Parties herein. The relationship between the Lessee and the Developer under/or in pursuance of this Agreement is on a principal to principal basis. Consequently, neither Party shall be entitled to represent the other and/or make any commitment on behalf of and/or in the nature of the other to or before any Governmental Authority or any other public body.

19.10 Independent Rights

Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Parties hereto, under this Agreement.

19.11 Survival of Obligations

Any cause of action which may have occurred in favour of any Party or any right which is vested in any Party under any of the provisions of this Agreement as a result of any act, omission, deed, matter or thing done or omitted to be done by any Party, by efflux of time or termination or otherwise in accordance with the provisions of this Agreement, shall survive the expiry or termination of this Agreement.

19.12 Stamp Duty

It is hereby agreed and understood by and between the Parties, the stamp duty applicable on this Agreement shall be borne by the Developer.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]





27 JAN 2015

**SCHEDULE I
PROJECT LAND**

ALL THAT land admeasuring 243.625 (Two Hundred Forty Three Point Six Two Five) cottahs, equivalent to 4.02 acres (Four Point Zero Two) acres, comprised in and being Plot No. E-1 in Block EP and GP, Sector V, Bidhannagar, Pin 700091, within the jurisdiction of the Electronic Complex Police Station, District North 24 Parganas, West Bengal, butted and bounded as follows:

- On the North: By Infinity IT Lagoon building;
- On the East: By water body;
- On the South: By 20.72 metre wide road;
- On the West: By business building and 15 metre wide road.

Shanta Ghosh
Reddy





27 JAN 2026

SCHEDULE II
EXTRAS AND DEPOSITS

EXTRAS shall include:

- a) the full costs, charges and expenses for making by the Developer, any additions or alterations and/or for providing at the request of the Allottee any additional facility and/or utility in or relating to any Unit or Transferable Areas in excess of the agreed specifications, including any interior decoration work;
- b) all costs, charges and expenses for providing any facility or utility or for any installation or amenity, common or otherwise, in addition or up-gradation to those planned to be provided by the Developer in the Project;
- c) fees, costs, charges and expenses (including service charges and like) for obtaining electricity connection and electricity line in or for the Project Land (including HT or LT supply, transformer, switch gear, cable trench, substation and the like) payable to electricity service provider for electric meter;
- d) any charges/ fees levied by the concerned Governmental Authority(ies) for Transfer of the Units in favour of the Allottees in respect of the Lessee's Allocation or Developer's Allocation as applicable;
- e) security deposit and all additional amounts or increases thereof payable to the electricity service provider for electricity connection at the Project as applicable for Lessee's Allocation and/or Developer's Allocation and/or the Allottee as applicable ;
- f) fees, costs, charges and expenses for installing one or more generators and other power backup apparatus and all its accessories for the Project;
- g) cost of formation of association of Allottees and service maintenance company/society;
- h) legal and incidental charges for preparing and registering documents relating to Transfer of the Transferable Areas to Allottees;
- i) costs and charges for providing VRV Air-conditioning to the Allottees;
- j) Gas Bank charges as applicable;
- k) amount received from the Allottees on account of cancellation charges and/or transfer/nomination fee, in respect of the Units comprised in the Project; and
- l) GST and like taxes on the aforesaid extras.





2

27 JAN 2025

DEPOSITS (which shall be interest free) shall include:

- a) Deposit on account of maintenance charges, Common Expenses, municipal rates and taxes, electricity charges etc.; and
- b) Deposit on account of sinking fund, if any.

[SIGNATURE PAGE FOLLOWS]

Shanta
Reddy





2

27 JAN 2026

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals, the day, month and year first above written.

<p>SIGNED AND DELIVERED by DEVELOPMENT CONSULTANTS PRIVATE LIMITED, the Lessee herein, in the presence of:</p>	<p>For DEVELOPMENT CONSULTANTS PRIVATE LIMITED</p> <p></p> <p></p> <hr/> <p>SHANTA GHOSH (Authorised Signatory)</p>
<p>Witness: </p> <hr/> <p>Name: <u>Shiba Sanjay Mullick</u> Address: <u>13/1, Hidasam Banerjee Lane, Kolkata 700120.</u></p>	
<p>SIGNED AND DELIVERED by P S GROUP REALTY PRIVATE LIMITED, the Developer herein in the presence of:</p>	<p>For P S GROUP REALTY PRIVATE LIMITED</p> <p>PS Group Realty Private Limited</p> <p></p> <p>Director / Authorised Signatory</p> <hr/> <p>SURENDRA KUMAR DUGAR (Authorised Signatory)</p>
<p>Witness: <u>Jayanti Paul</u></p> <hr/> <p>Name: <u>Jayanti Paul</u> Address: <u>Chowkati, (Nri Colony) Co - 20149</u></p>	

Drafted by:


Soumya Banerjee
Advocate
High Court, Calcutta
Enrolment No.: WB/375/2005

MEMO

RECEIVED from the Developer, a sum of INR 40,00,00,000 (Indian Rupees Forty Crores) only, towards payment of the Development Fees, in the following manner:

Date	Particulars	Amount (INR)
27 January 2026	By Demand Draft bearing No. 646917 dated 20 January 2026 issued by ICICI Bank, drawn by and on behalf of P S Group Realty Private Limited in favour of Development Consultants Private Limited	36,00,00,000
As and by way of Tax Deducted at Source under section 194-IC of the Income-tax Act, 1961		4,00,00,000
Total:		40,00,00,000

For DEVELOPMENT CONSULTANTS PRIVATE LIMITED

Handwritten signature and initials
2. Dec.

Handwritten signature of Shanta Ghosh



SHANTA GHOSH
(Authorised Signatory)

(Lessee)



✓

ADDITIONAL REGISTRAR
OF ASSESMENT, KOLKATA
27 JAN 2026

ANNEXURE - PLAN OF PROJECT LAND

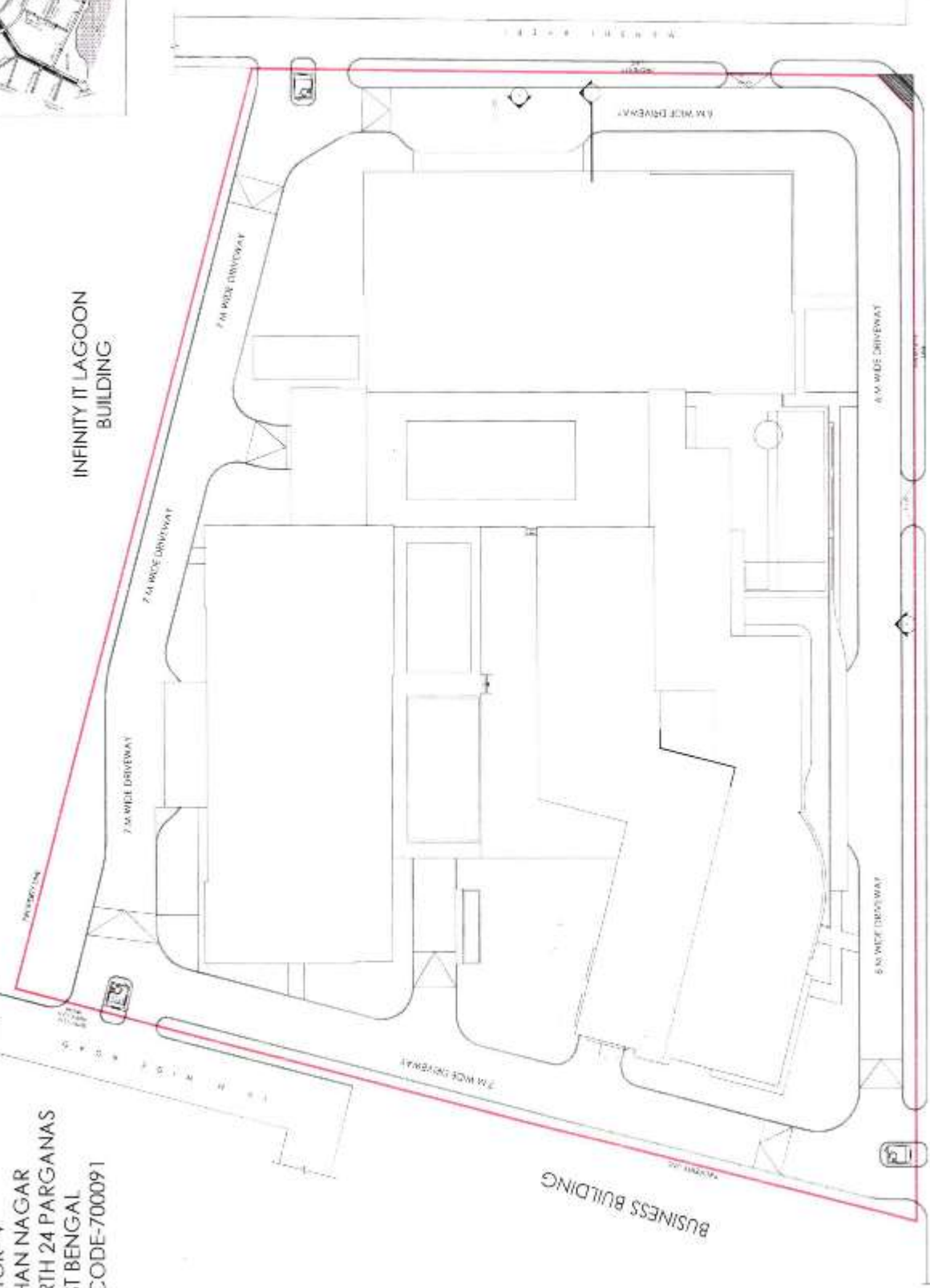
LAND AREA = 243.625 COTTAHS
PLOT NO. E11N BLOCK EP AND GP
SECTOR - V
BIDHAN NAGAR
NORTH 24 PARGANAS
WEST BENGAL
PINCODE-700091



INFINITY IT LAGOON BUILDING

BUSINESS BUILDING

WATER BODY



PS Group Realty Private Limited
found been over

Director / Authorised Signiator.

Director / Authorised Signiator.



Shanta Ghosh



ADDITIONAL REGISTRAR
OF ASSURANCES - IV, KOLKATA
27 JAN 2026

DATED THIS DAY OF JANUARY 2026

BETWEEN

DEVELOPMENT CONSULTANTS PRIVATE
LIMITED

...LESSEE























AND

P S GROUP REALTY PRIVATE LIMITED

...DEVELOPER

JOINT DEVELOPMENT AGREEMENT

SPECIMEN FORM FOR TEN FINGERPRINTS

	<i>Shanta Ghosh</i>	 Little	 Ring	 Middle	 Fore	 Thumb	
		LEFT HAND					
		 Thumb	 Fore	 Middle	 Ring	 Little	
		RIGHT HAND					
	<i>Sumit Kumar Singh</i>	 Little	 Ring	 Middle	 Fore	 Thumb	
		LEFT HAND					
		 Thumb	 Fore	 Middle	 Ring	 Little	
		RIGHT HAND					
PHOTO							
	LEFT HAND						
	Thumb	Fore	Middle	Ring	Little		
	RIGHT HAND						
PHOTO							
	LEFT HAND						
	Thumb	Fore	Middle	Ring	Little		
	RIGHT HAND						



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
27 JAN 2026

Major Information of the Deed

Deed No :	i-1904-01051/2026	Date of Registration	27/01/2026
Query No / Year	1904-2000186987/2026	Office where deed is registered	
Query Date	22/01/2026 12:48:38 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Tapas Sahoo 10,K.S. Roy Road,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8972249690, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4306] Other than Immovable Property, Sale [Rs : 52,00,00,000/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 141,30,91,104/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 3,12,75,020/- (Article:48(g))	Rs. 52,00,684/- (Article:E, A(1),)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- East Bidhannagar, Municipality: Nabadiganta Industrial Township, Road: Block - E P, Mouza: Block-5 E P, JI No: 151, Pin Code : 700091

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1		Bastu	Bastu	4.02 Acre		141,30,91,104/-	Property is on Road
Grand Total :					402Dec	0/-	14130,91,104 /-	







Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	DEVELOPMENT CONSULTANTS PRIVATE LIMITED 24, Park Street, City:- , P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016 Date of Incorporation:XX-XX-1XX0 , PAN No.:: AAxxxxx0F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative


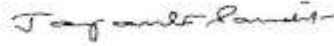
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	PS GROUP REALTY PRIVATE LIMITED 1002, E M Bypass, City:- , P.O:- Dhapa, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700105 Date of Incorporation:XX-XX-1XX8 , PAN No.:: AAxxxxx0E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p>Name</p> <p>Mr SURENDRA KUMAR DUGAR (Presentant) Son of Mr Jhumarmal Dugar Date of Execution - 27/01/2026, , Admitted by: Self, Date of Admission: 27/01/2026, Place of Admission of Execution: Office</p>	<p>Photo</p>  <p>Jan 27 2026 5:42PM</p>	<p>Finger Print</p>  <p>Captured LTI 27/01/2026</p>	<p>Signature</p>  <p>27/01/2026</p>
<p>2B, Dover Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.:: ACxxxxxx7K, Aadhaar No: 88xxxxxxxx8052 Status : Representative, Representative of : PS GROUP REALTY PRIVATE LIMITED (as Director)</p>				
2	<p>Name</p> <p>SHANTA GHOSH Daughter of Mr Sadhan Chandra Dutt Date of Execution - 27/01/2026, , Admitted by: Self, Date of Admission: 27/01/2026, Place of Admission of Execution: Office</p>	<p>Photo</p>  <p>Jan 27 2026 5:43PM</p>	<p>Finger Print</p>  <p>Captured LTI 27/01/2026</p>	<p>Signature</p>  <p>27/01/2026</p>
<p>P-506A, Keyatala Road, Near Vivekananda Park,, City:- , P.O:- Sarat Bose Road, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029, Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, Date of Birth:XX-XX-1XX3 , PAN No.:: AExxxxxx9N, Aadhaar No: 55xxxxxxxx0344 Status : Representative, Representative of : DEVELOPMENT CONSULTANTS PRIVATE LIMITED (as Authorised Signatory)</p>				

Identifier Details :

Name	Photo	Finger Print	Signature
<p>Mr Jayanta Pandit Son of Mr Gourhari Pandit Chowhati, Netaji Block, City:- , P.O:- Chowhati, P.S.-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700149</p>	 <p>27/01/2026</p>	 <p>Captured 27/01/2026</p>	 <p>27/01/2026</p>
Identifier Of Mr SURENDRA KUMAR DUGAR, SHANTA GHOSH			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	DEVELOPMENT CONSULTANTS PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-402 Dec

Endorsement For Deed Number : I - 190401051 / 2026

On 27-01-2026

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 15:24 hrs on 27-01-2026, at the Office of the A.R.A. - IV KOLKATA by Mr SURENDRA KUMAR DUGAR .,

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 141,30,91,104/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 27-01-2026 by Mr SURENDRA KUMAR DUGAR, Constituted Attorney, DEVELOPMENT CONSULTANTS PRIVATE LIMITED (Private Limited Company), 24, Park Street, City:- , P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016; Director, PS GROUP REALTY PRIVATE LIMITED (Private Limited Company), 1002, E M Bypass, City:- , P.O:- Dhapa, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700105

Identified by Mr Jayanta Pandit, , Son of Mr Gourhari Pandit, Chowhati, Netaji Block, P.O: Chowhati, Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700149, by caste Hindu, by profession Service

Execution is admitted on 27-01-2026 by SHANTA GHOSH, Authorised Signatory, DEVELOPMENT CONSULTANTS PRIVATE LIMITED (Private Limited Company), 24, Park Street, City:- , P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016

Identified by Mr Jayanta Pandit, , Son of Mr Gourhari Pandit, Chowhati, Netaji Block, P.O: Chowhati, Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700149, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 52,00,684.00/- (A(1) = Rs 52,00,000.00/- ,E = Rs 600.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by , by Cash Rs 0.00/-, by online = Rs 52,00,684/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 27/01/2026 2:42PM with Govt. Ref. No: 192025260447676268 on 27-01-2026, Amount Rs: 52,00,600/-,

Bank: SBI EPay (SBlePay), Ref. No. 5919202539512 on 27-01-2026, Head of Account 0030-03-104-001-16

Online on 27/01/2026 5:48PM with Govt. Ref. No: 192025260447882858 on 27-01-2026, Amount Rs: 84/-, Bank: SBI EPay (SBlePay), Ref. No. 8263207879118 on 27-01-2026, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 3,12,75,020/- and Stamp Duty paid by , by Stamp Rs 100.00/-, by online = Rs 3,12,74,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3019, Amount: Rs.100.00/-, Date of Purchase: 06/03/2025, Vendor name: S Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 27/01/2026 2:42PM with Govt. Ref. No: 192025260447676268 on 27-01-2026, Amount Rs: 74,921/-, Bank:

SBI EPay (SBlePay), Ref. No. 5919202539512 on 27-01-2026, Head of Account 0030-02-103-003-02

Online on 27/01/2026 5:48PM with Govt. Ref. No: 192025260447882858 on 27-01-2026, Amount Rs: 3,11,99,999/-, Bank: SBI EPay (SBlePay), Ref. No. 8263207879118 on 27-01-2026, Head of Account 0030-02-103-003-02

Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

The following table shows the results of the experiment. The data indicates a significant increase in the rate of reaction as the concentration of the reactants increases. This is consistent with the theory of collision theory, which states that the rate of reaction is proportional to the number of effective collisions per unit time.

The rate of reaction was measured by the volume of gas produced over a fixed period of time. The results show that the rate of reaction is directly proportional to the concentration of the reactants. This is shown in the graph below, which plots the rate of reaction against the concentration of the reactants.

The graph shows a linear relationship between the rate of reaction and the concentration of the reactants. This indicates that the reaction is first order with respect to the concentration of the reactants. The rate of reaction increases as the concentration of the reactants increases, and this is due to the fact that there are more particles available to collide and react.

The following table shows the results of the experiment. The data indicates a significant increase in the rate of reaction as the concentration of the reactants increases. This is consistent with the theory of collision theory, which states that the rate of reaction is proportional to the number of effective collisions per unit time.

The rate of reaction was measured by the volume of gas produced over a fixed period of time. The results show that the rate of reaction is directly proportional to the concentration of the reactants. This is shown in the graph below, which plots the rate of reaction against the concentration of the reactants.

The graph shows a linear relationship between the rate of reaction and the concentration of the reactants. This indicates that the reaction is first order with respect to the concentration of the reactants. The rate of reaction increases as the concentration of the reactants increases, and this is due to the fact that there are more particles available to collide and react.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2026, Page from 91161 to 91220

being No 190401051 for the year 2026.



Saurav Roychowdhury

Digitally signed by SAURAV ROYCHOWDHURY
Date: 2026.02.19 17:19:45 +05:30
Reason: Digital Signing of Deed.

(Saurav Roychowdhury) 19/02/2026
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

RS Group Realty Pvt. Ltd.

Saurav Roychowdhury

(Constituted Attorney / Authorised Signatory)