

Government of West Bengal
Department of Land & Land Reforms

Memo No. 1063-LR/3M-130/05/GE(M)

Date the 6th April, 2006

O R D E R

Whereas, M/s. Bata India Ltd., having its registered office at 6A, S.N. Banerjee Road, Kolkata 700 013, West Bengal, India, hereinafter to be called as Bata Co. (which term unless excluded by or repugnant to the context be deemed to include the company's heirs, executors, administrators, representatives and assigns), through its application dated 25th of January, 2006 sought for the State Government's permission to allow them re-development of Batanagar Estate on 47 acres of retained land and also to allow them to hold, develop and dispose of 262 acres of land held by the said Company u/s 6[3]] of West Bengal Estate Acquisition Act, 1953, for development of a comprehensive township through "**Riverbank Holdings Pvt. Ltd.** in exercise of the powers u/s 14Z of the West Bengal Land Reforms Act, 1955 and other provisions of law as may be applicable ;

Whereas, the Bata Co. has admitted through the aforesaid application that their very proposal for transferring 262 acres of Bata Company land from total holding of 309 acres for undertaking a joint venture for development of a modern township has attracted resumption proceedings of the said land held by them u/s 6(3) of West Bengal Estates Acquisition Act, 1953, and they have expressed their willingness to accept technical resumption of the said 262 acres of land being part of their retained holdings, provided that the same is immediately re-allotted to them along with necessary permissions to develop the land, undertake the development^{of} proposed projects in their Master Plan and to finally dispose of the same to the prospective buyers/occupiers of the development and to appropriate the consideration for the same, and also agreed that upon such re-allotment and permissions as may be necessary for the development, they are willing to make a one time payment of Selami @ of

10% of the land value of the said 262 acres of land which is Rs.7,50,00,000. according to them.

Whereas, the said Bata Co. expressed that the principal purpose and intent of the re-development is to make an investment of approx. Rs.100.00 crores in production, augmentation and modernization of their factory at Batanagar, strengthening their retail presence in the state and the construction of modern accommodation for the employees of the company at the estate; and also, whereas, the master plan submitted by them shows development of an ultra-modern urban agglomeration as well as development of social and economic infrastructure to change the quality of life and livelihood in that locality which is claimed to be generating large employment on temporary and on permanent basis ; and

Whereas, the State Cabinet of West Bengal Government has, in its meeting held on 14-2-06, approved the proposal for technical resumption and re-allotment of 262 acres of land out of the total 309 acres of holding by Bata Co. u/s 6(3) of West Bengal Estates Acquisition Act, 1953 on the terms & conditions appearing hereinafter; and hence, **the Governor is hereby pleased** to order that **the aforesaid 262 acres of land, specified in the detail land schedule given hereinafter and more specifically bordered in the red on the site plan annexed hereto, are resumed and re-allotted to the erstwhile retainer i.e. the Bata Co. as a free-hold raiyat** for the purpose of implementation of their master plan including development of an ultra-modern-township and other programmes as specified under the **terms & conditions** as approved by the State Cabinet and **specified hereinafter :-**

[1] As the Bata Co. agrees to the Government's final fixation of land value for the concerned 262 acres of land **to be Rs. 150 crores i.e. Rs.57.25 lakh per acre on an average, and hence** taking into consideration, the spirit of the said amendment made in the Section 14Z of West Bengal Land Reforms Act, 1955 the year 2005, for the purpose of allowing excess land held by any company u/s 6(3) of the West Bengal Estates Acquisition Act,1953 to be settled for development and disposal of settled land, to put the sale-proceeds or returns from such alternative use, into the **activities of**

revival and rejuvenation, the Government of West Bengal accepts the proposal and written commitment of the Company for investment of Rs. 100.00 crores for the revival and rejuvenation of Bata India Ltd. and allows deduction of the said amount from the total land value for getting 262 acres out of the resumption proceedings u/s 6(3) of the said Act by implication of the provision of Section 14Z of the West Bengal Land Reforms Act, 1955.

[2] On the other hand, since the Bata Co. has committed to develop about and not less than 88 acres out of 262 acres of the land, the land-value reduction for the said 88 acres is granted by the State Government amounting to Rs. 37.78 crores, in accordance with the existing **State Policy, as reflected in the Government order No. 711-GE(M)/2L-36/01 dated 8th March, 2002** for charging only 25% of the land value for settlement of Government Khas or vested land for the purpose of public welfare projects, social and economic infrastructure development, and thus

[3] The Bata Co. has to now pay only the balance amount of **the land value i.e. Rs.12.22 crores, as a consideration money for releasing the said 262 acres of retained land**, which shall be paid in the appropriate LR Head i.e. **"0029-Land Revenue-00-800-Other Receipts-006-Miscellaneous receipts not connected with Govt. Estates-27-Other-Receipts"** and produce proof thereof before delivery of this G.O. to them.

[4] The aforesaid concession in fixation of the consideration money allowed by the government is, however, subject to the following conditions :-

[A] Utilisation of about 88 acres of land for developing the following very useful social and economic infrastructures at their cost or at the cost of project authority i.e. Riverbank Holdings Pvt. Ltd. :-

- (i) Establishment of a **medical hospital with 300-500 bed facilities on 12 acres of land**, and the hospital will be opened to the local population ;
- (ii) One or more educational institutions, at least one of which shall be up to the level of a **higher secondary school**, will be set up on **20**

acres of land, which will also be open for admission to local population ;

- (iii) An **industrial park** will be developed on **15 acres of land**, which will promote sell, production and commercial activities in that region ;
- (iv) An elaborate **road and transport infrastructure** will be developed covering an **area of 30 acres** ;
- (v) **Other utilities** will be developed on 12.50 acres .

NB : Subject to the utilisation of 88 acres of land in total for the aforesaid five items, the itemwise land quantum prescribed above may be partially and suitably changed in accordance with the actual need and utility to be finalised during the actual implementation of the aforesaid five projects.

[B] Out of the remaining land, the Bata Co. through the aforesaid Riverbank Holdings Pvt. Ltd. has also committed to preserve about 6 acres of water-bodies in appropriate and aesthetic manner, and keep about 20 acres as open space for beautification, land-scaping and for other social utilities and hence, will not commercially utilize the said 26 acres. Above and over that the project includes development of a golf course on 30 acres of land, which will have other entertainment and recreational facilities, thus not having high commercial exploitation on such vast land.

[C] As a pre-condition for allowing appropriation of the sale-proceeds and economic returns from development of 262 acres of land to be released from the restrictive clause of 6(3) of the West Bengal Estates Acquisition Act by application of the second proviso of sub-section (1) of Section 14Z of the West Bengal Land Reforms Act, 1955, for which the Bata Co., shall remain liable to invest the following amounts under the following items of committed works for revitalisation and rejuvenation of the said company at Batanagar, :-

a) Augmentation of the manufacturing facilities at Batanagar	Rs.11,30,00,000.00
b) Maintenance/ Repairs and Spares of the plant and machinery at the Batanagar factory [details available in the concerned booklet submitted by the said Company and accepted by the State Government]	Rs. 20,00,00,000.00
c) Restructuring of retail outlets in West Bengal.....	Rs. 4,00,00,000.00
d) Construction of new housing stock covering 6.4 lakh sq. ft. of built up area along with enabling infrastructure, for availing official quarters to the employees of Bata Co.....	Rs. 65,00,00,000.00
Total.....	Rs. 100,30,00,000.00

[D] The Bata Co. shall remain liable to invest the aforesaid amounts, not being less than Rs. 100.00 crores on the aforesaid items, within a period of 7 years, for promised revival and rejuvenation of M/s. Bata India Ltd. and to facilitate the monitoring of the utilization of the committed amounts, as mentioned above, the Bata Co. agrees to the Government's proposal to the effect that, the company shall submit annually all necessary statements of accounts duly audited, for examination of the L & LR and IR & PE Departments, for necessary appraisal on the subject. In case, it is established that within a period of 7 years Bata company's investment has fallen short of Rs.100.00 crores on the aforesaid items, then the amount which will fall short of the promised investment as mentioned above shall be treated as a default of land revenue and the company shall remain **liable to pay the default amount** in cash for free-hold settlement given by this order, failing which such amount shall be recovered from the company by application of the provisions of the Public Demand Recovery Act, 1913.

[E] Similarly, in the event of not utilising the specified quantum of land for social and economic infrastructure development projects as specified in clause [4] within a period of 7 years and such land or part thereof has been used for any alternative commercial purpose, the Bata Co. shall pay a penalty, in relation to such divested area, by way of payment of full land value per acre, in lieu of discounted value, as has been fixed at clause [1] above and the company shall remain **liable to pay the such additional amount in one instalment within 30 days from the date of determination of such penal amount, after giving due opportunity of being heard**, failing which such amount shall be recovered from the company by application of the provisions of the Public Demand Recovery Act, 1913.

DETAILED LAND SCHEDULE

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Following is the schedule of land, as supplied by the Bata Co., located in the district of South 24 Paraganas, P.S. Budge Budge, comprising in the plots in the Mouzas mention hereinafter, subject to necessary reconciliation and revision of land schedule and site-plan, as may be required at the time of mutation, conversion or during the process of implementation of the township and social infrastructure projects :-

All That the pieces and parcels of contiguous land admeasuring 262 (Two Hundred and Sixty Two) acres more or less in Mouzas Bangla, Jagtala, Nangi and Mirpur and comprised in various Dag Nos. hereinbelow described and/or known or numbered otherwise, and also comprised in Municipal Holding No. 1/New Bata Road, within Ward No. 27 of Mahestala Municipality, Batanagar, South 24 Parganas, and **more specifically bordered RED on the site-plan annexed hereto.**

Mouza Bangla

C.S. Dag Nos. 93 (part), 94 (part), 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106 (part), 107 (part), 108 (part), 109 (part), 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239 (part), 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 613, 614, 615, 825, 826, 827, 843, 844, 882, 900, 905, 906, 907, 908, 917, 919, 921, 922, 923, 924, 925.

Mouza Nangi

C.S. Dag Nos. 1322, 1323, 1324, 1326, 1327, 1328, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1420, 1421, 1422, 1423, 1425, 1710, 1712.

Mouza Jagtala

C.S. Dag Nos. 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 281, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364,

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Mouza Mirpur

C.S. Dag Nos. 8, 9, 9/61, 23, 38, 8/60, 38/62 within Khatian No. 5, C.S. Dag Nos. 1, 1/43, 5, 6, 7, 10, 10/59, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 28/57, 30.13/58, 37 (part), 40, 41, 42 within Khatian No. 6 P.2, C.S. Dag Nos. 6/44, 6/45, 7/47, 10/48, 22/49, 24/50, 25/51, 26/52, 37/53, within Khatian No. 6, P.3 and C.S. Dag Nos. 2, 3, 4, 34 (part), 38 (part), 43, 46 (part), 47, 48, 49, 50 (part), 51 (part), 52 (part), 53, 54, 55, 56, 57 (part), 58, 59, 60, 61, 62.

5. On receipt of formal application alongwith prescribed fee from the Bata Co. for the purpose of **mutation** of the concerned 262 acres of land, schedule of which is given above, the concerned B.L. & L.R.O. shall allow mutation in accordance with law and make necessary correction and updation of the land records .

6. On receipt of formal application along with prescribed fee from the Bata Co. for the purpose of conversion of the concerned 262 acres of land, schedule of which is given above, the concerned Collector of the district shall allow conversion, taken into consideration the approved master plan and the number as well as type of activities prescribed therein.

7. Now, on receipt of appropriate documentary evidences as regard to realization of Rs. 12.22 crores, through RBI challan in the Head "**0029-Land Revenue-00-800-Other Receipts-006-Miscellaneous receipts not connected with Govt. Estates-27-Other-Receipts**" bearing RBI challan nos 38335 & 41110 dated the 24th February, 2006 and 3rd April, 2006, deposited through TR Form No 7, the Governor is pleased to issue this order **formally conferring freehold title on aforesaid 262 acres**, enabling and authorising M/s. Bata India Ltd. to **apply for mutation and for conversion** of land use by submitting appropriate application to appropriate authorities for execution and **early implementation of the committed projects** both for re-development of Batanagar Estate and also to develop and dispose of such quantum of land out of the aforesaid 262 acres of land exempted from the restrictive provisions u/s 6(3) of the West Bengal Estates Acquisition Act, 1953, as is required for development of a comprehensive township and other social and economic infrastructures mentioned herein before through

Riverbank Holdings Pvt. Ltd. or any other company or organisation as may be nominated by the Riverbank Holdings Pvt. Ltd.

8. In the event of committed project works are not initiated within a reasonable period, not exceeding three years in any case, this order may be revised, cancelled and rescinded, after giving the Bata Co. due opportunity of being heard.

By order of the Governor,

[Md. Jawaid Iqbal],

Joint Secretary to the Government of West Bengal

Memo No. 1063-LR/3M-130/05/GE(M)

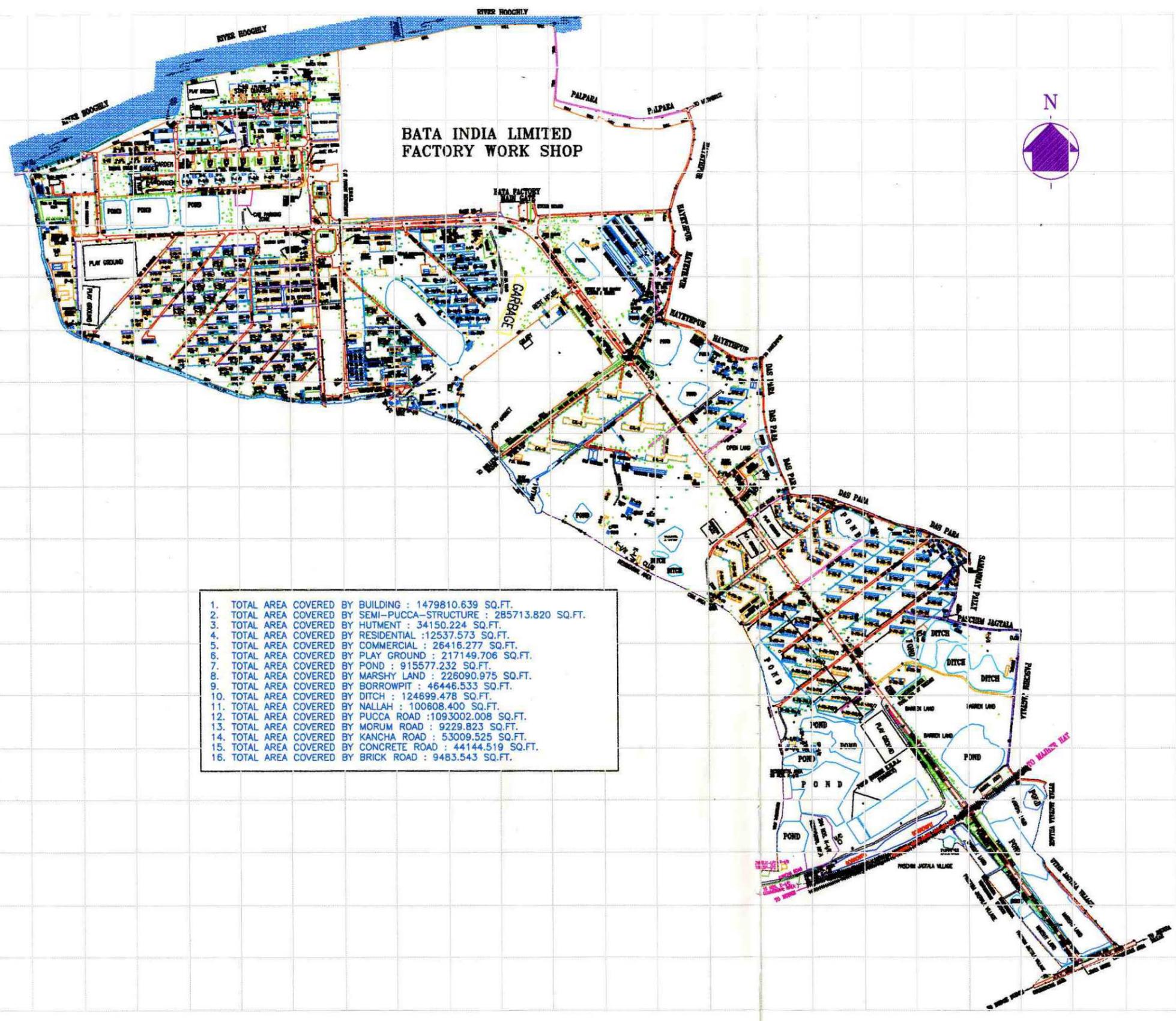
Date the 6th April, 2006

Copy forwarded for information and necessary action, to :-

- [i] The Director, Land Records & surveys, Survey Buildings, Alipur, Kolkata 700 027, with request to assist the district authorities in the matter of conducting reconciliation survey , if so required.
- (ii) The Collector and District Magistrate, South 24 Parganas, Alipur, Kolkata 700 027 with request to provide all necessary support in c/w project implementation.
- (iii) The ADM(LR) & DL&LRO, South 24 Parganas, Alipur, Kolkata 700 027 with request to dispose of conversion petitions expeditiously in accordance with law.
- [iv] The BL & LRO, Budge Budge, with request to dispose of mutation petitions expeditiously in accordance with law.
- (v) M/s. Bata India Pvt. Ltd., 6A, S.N. Banerjee Road, Kolkata 700 013. The Company shall submit to the State Government such reports, annually and periodically, as are necessary to know the funds utilised for revival and rejuvenation of the Bata Company and regarding status of socio-economic infrastructure development including area of land utilised therefor.
- ✓ [vii] M/s. Riverbank Holdings Pvt. Ltd., 225C A.J.C. Bose Road, Kolkata-700020
- (viii) Guard File.

[Md. Jawaid Iqbal],

Joint Secretary to the Government of West Bengal



1. TOTAL AREA COVERED BY BUILDING : 1479810.639 SQ.FT.
2. TOTAL AREA COVERED BY SEMI-PUCCA-STRUCTURE : 285713.820 SQ.FT.
3. TOTAL AREA COVERED BY HUTMENT : 34150.224 SQ.FT.
4. TOTAL AREA COVERED BY RESIDENTIAL : 12537.573 SQ.FT.
5. TOTAL AREA COVERED BY COMMERCIAL : 26416.277 SQ.FT.
6. TOTAL AREA COVERED BY PLAY GROUND : 217149.706 SQ.FT.
7. TOTAL AREA COVERED BY POND : 915577.232 SQ.FT.
8. TOTAL AREA COVERED BY MARSHY LAND : 226090.975 SQ.FT.
9. TOTAL AREA COVERED BY BORROWPIT : 46446.533 SQ.FT.
10. TOTAL AREA COVERED BY DITCH : 124699.478 SQ.FT.
11. TOTAL AREA COVERED BY NALLAH : 100608.400 SQ.FT.
12. TOTAL AREA COVERED BY PUCCA ROAD : 1093002.008 SQ.FT.
13. TOTAL AREA COVERED BY MORUM ROAD : 9229.823 SQ.FT.
14. TOTAL AREA COVERED BY KANCHA ROAD : 53009.525 SQ.FT.
15. TOTAL AREA COVERED BY CONCRETE ROAD : 44144.519 SQ.FT.
16. TOTAL AREA COVERED BY BRICK ROAD : 9483.543 SQ.FT.

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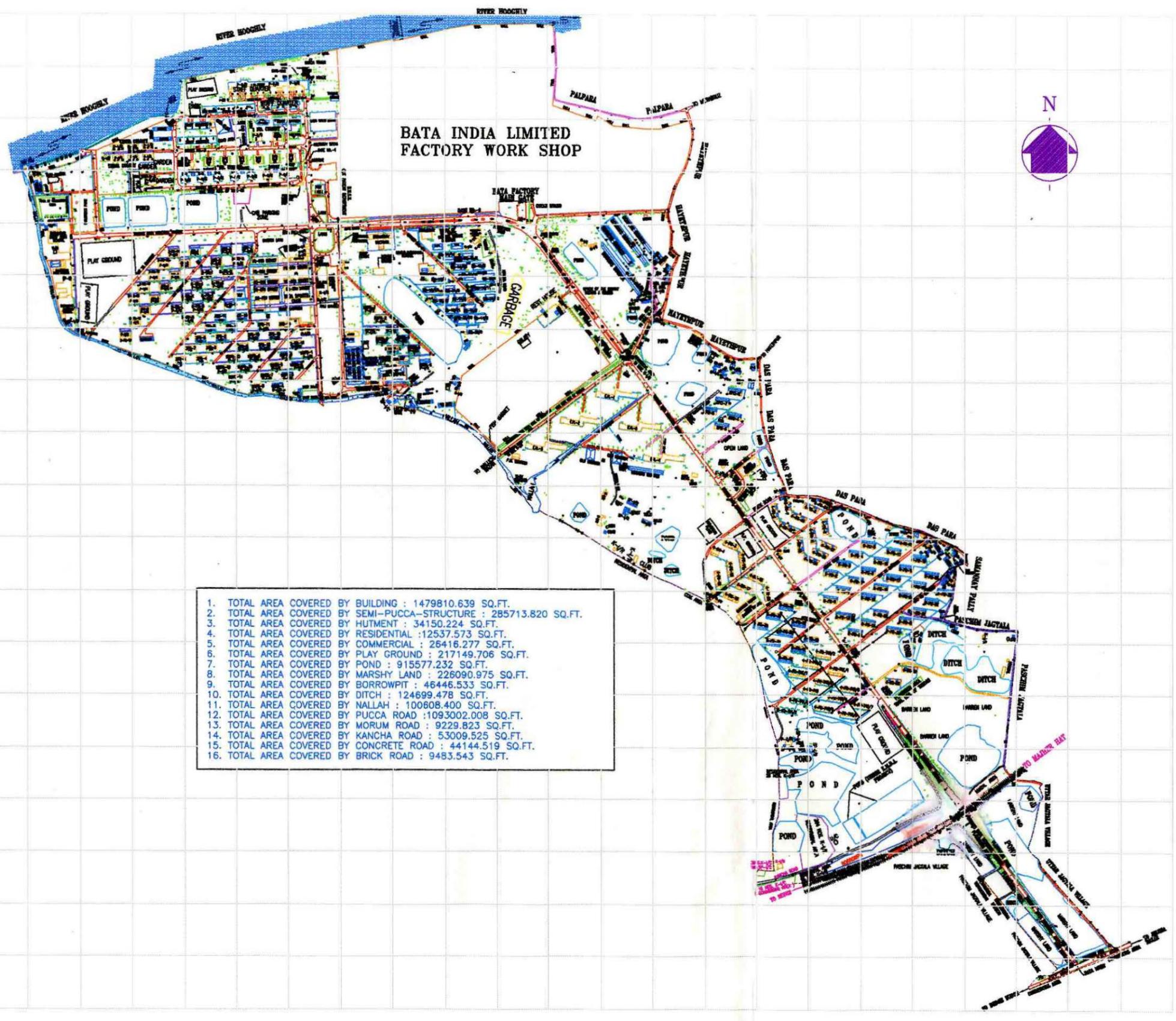
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