

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



AA 163188



AFFIDAVIT CUM DECLARATION

FORM - A

Rule 3(2) of West Bengal Housing Industry Regulation Rules,
2018

Affidavit cum Declaration of Riverbank Developers Private Limited ("Promoter") having its registered office at 225C, AJC Bose Road, 4th Floor, Kolkata - 700020, represented by Mr. Anirban Chatterjee, duly authorized by the promoter of the proposed project, vide its authorization dated 1st of January 2019.

I, Anirban Chatterjee, duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That Promoter has a legal title to all that piece and parcel of land admeasuring 2.915 (two point nine one five) acres or

1

RAJESH KUMAR BAJPAI
NOTARY GOVT. OF INDIA
Reg. No. 13780/18
C.M. 11th Court
2 & 3 Bankhall Street
Kolkata-700 061

05 NOV 2020

14633



NO.
SOLD TO
OF
RS. *SV*
JAYDEEP CHATTERJEE
16, INDIA EXCHANGE PLACE, KOL-1
GOVT. LICENSED STAMP VENDOR
L. NO 35186/2016

- 9 SEP 2020

- 9 SEP 2020

11796.81 (eleven thousand seven hundred and ninety six) square meter or there about, bearing J.L. No. 41, Khatian No. 767, RS Dag Nos. 71(p), 72(p) and 74 (p) in Mouza - Bangla and J.L No. 43, Khatina No. 1663, RS Dag No. 1345 (p) in Mouza - Nangi, lying and situated at Calcutta Riverside, 1 New Bata Road, Batanagar, Maheshtala, Kolkata - 700140, on which the development of the proposed project, Usshar Phase 1A, consisting of Tower no. 1, 2 and 12 is to be carried out. A legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.

2. That details of encumbrances on the proposed project are as follows;

S. No	Source	Amount (in Rs)	Security Details
1	Housing Development Finance Corporation Limited, Ramon House, Backbay Reclamation, 169, H T Parekh Marg, Mumbai - 400020	Rs. 740 Crore (Rupees Seven Hundred Forty Crores only)	<p>1. Exclusive Charge on all receivables of and from the project, both present and future to be develop on the above land including the receivables from the subject project.</p> <p>2. Exclusive Charge on the escrow account and all monies credited/deposited therein and all investment thereof from the project to be develop on the</p>

2
 RAJESH KUMAR BAJPAI
 NOTARY GOVT. OF INDIA
 Regd. No. 3780/18
 C.A.M.S. Court
 2 & 3 Bankimil Street
 Kolkata-700 001

05 NOV 2020

			<p>above land including the subject project land.</p> <p>3. Personal Guarantee of Mr. Sumit Dabriwala</p> <p>4. And/or any other security of similar or higher value as may be acceptable to HDFC</p> <p>5. Note: Exclusive mortgage of 191.71 acre of land, subject project land of 2.915 acre is part of above mortgage land.</p>
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3. That the time period within which the project shall be completed by the promoter is 10th of April 2025.
4. That seventy per cent of the amounts realized by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.

[Handwritten signature]

RAJESH KUMAR BAJPAI
 NOTARY GOVT. OF INDIA
 Regn. No. 13780/18
 C.M. 3rd Court
 2 & 3 Bankshall Street
 Kolkata-700 001

05 NOV 2020

6. That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project that promoter shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
7. That promoter shall take all the pending approvals on time, from the competent authorities.
8. That promoter have furnished such other documents as have been prescribed by the rules and regulations made under the Act.
9. That promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

Anurag Chatterjee
05/11/2020
Deponent

RAJESH KUMAR BAJPAL
NOTARY GOVT. OF INDIA
Regn. No. 13780/18
C.M.S. Court
2 & 3 Bankhall Street
Kolkata-700 001

05 NOV 2020

VERIFICATION



The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Kolkata on this 5th of November 2020.

Anisha Chatterjee
05/11/2020
Deponent

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Solemnly Affirm & Declared Before
Me on Identification of Leg. Advocate

Chatterjee
05/11/2020
RAJESH KUMAR BAJPAI
NOTARY GOVT. OF INDIA
Regn. No. 13780 / 18
C.M.M. Court, Kolkata, WB.

RAJESH KUMAR BAJPAI
NOTARY GOVT. OF INDIA
Regn. No. 13780/18
C.M.M.S. Court
2 & 3 Bankahall Street
Kolkata-700 001

05 NOV 2020

Identified by me

Sujan Ray
SUJAN RAY
Advocate
C.M.M. Court, Kolkata



VICTOR MOSES & CO.

Partners :

A. K. Ghosh
D. N. Mitra
Amit Basu
Ms. D. Ghosh
Ms. S. Bagchi
S. Roy

SOLICITORS, ADVOCATES, NOTARY
AND
TRADEMARK ATTORNEYS

Temple Chambers
6, Old Post Office Street
Ground Floor
Kolkata - 700 001

UPDATED REPORT-ON-TITLE

Re: Premises/Holding No.1, New Bata Road,
Ward No.28, Maheshtala Municipality,
Police Station-Maheshtala (formerly
Budge Budge), District-South 24
Parganas, Kolkata-700 140.

A. Owner:

Bata India Limited (BIL),
6A, S.N. Banerjee Road,
Kolkata - 700 013.

B. Developer:

Riverbank Developers Private Limited (RDPL),
225C, A.J.C. Bose Road, 4th Floor,
Kolkata - 700 020.

C. Description of the Entire Project Land:

ALL THAT the piece and parcel of land containing an aggregated area of **262 acres** be the same a little more or less lying situate at i) Mouza Nungi, J.L. No.43, ii) Mouza Bangla, J.L.No.41, iii) Mouza Jagtala, J.L. No.17 and iv) Mouza Mirpur, J.L. No.42, comprised in various L.R. Dags under L.R. Khatian Nos.1663, 767, 602/1 and 3, presently having Holding No.1, New Bata Road, Police Station- Maheshtala (formerly Budge Budge), Ward No.28, within the limits of the Maheshtala Municipality, District-South 24-Parganas, Kolkata - 700 140 together with an integrated modern township under the name and style of "**Calcutta Riverside**" developed thereon or on the portion thereof (hereinafter referred to as the "**said Entire Project Land**").

D. Scope of Limitation:

The scope of our Report is limited by the following general parameters:

i) Physical verification of the said Entire Project Land under Due Diligence and/or conduct of a technical due diligence is not part of our scope of work as such no physical verification of the said Entire Project Land under Due Diligence has been made by us.

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E-mail : vmoses@victormoses.in / vmoseskol@gmail.com

Delhi Office : 115, Indraprakash Building, 21, Barakhamba Road, New Delhi - 110 001

E-mail : vmosesdelhi1@gmail.com

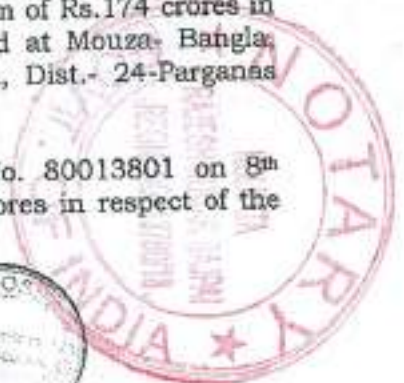


ii) We have taken due care for preparation of this Report, however, we shall not be responsible or in any way held liable, in the event of any loss and/or damage is suffered by any person on account of any statement in this report made relying upon any representation(s) made by BIL or RDPL or otherwise, which is subsequently found to be incorrect;

iii) This report is addressed to our client and is solely for the benefit of the Client and no other person shall, except with our consent, rely on this report or any part thereof. We shall not be liable in any manner if a third party relies on this Report without our consent.

E. Copies as available and downloaded from the MCA portal and perused:

1. Form No.CHG-1 regarding creation of charge by RDPL on 27.07.2020 favouring Vistra ITCL (India) Limited.
2. Form No.CHG-1 regarding creation of charge by RDPL on 27.09.2019 favouring J.M. Financial Credit Solutions Limited.
3. Form No.CHG-1 regarding creation of charge by RDPL on 03.08.2017 favouring J.M. Financial Credit Solutions Limited.
4. Indenture of Mortgage dated 3rd day of August, 2017 made between Antrix Housing LLP therein referred to as Borrower of the First Part and Riverbank Developers Private Limited therein referred to as RDPL of the Second Part and J. M. Financial Credit Solutions Limited therein referred to as the Mortgagee of the Third Part and registered with the Additional Registrar of Assurance-I, Kolkata in Book No I, C. D. Volume No. 1901-2017, Pages 184498 to 184553, being No. 19010557 for the year 2017.
5. Indenture of Mortgage dated the 27th day of September, 2019 made between Antrix Housing LLP therein referred to as Mortgagor-I of the First Part, Riverbank Developers Private Limited therein referred to as Mortgagor-II of the Second Part and J. M. Financial Credit Solutions Limited therein referred to as Mortgagor-III of the Third Part and registered with the Additional Registrar of Assurance-IV, Kolkata in Book No I, C. D. Volume No. 1904-2019, Pages 497769 to 497835, being No. 190410092 for the year 2019.
6. Form 8 in connection to Charge having CID No. 10216724 created by BIL on 2nd November, 2010 in favour of Housing Development Finance Corporation Ltd., H.T. Parekh Marg, Mumbai towards security of a sum of Rs.174 crores in respect of 242 acres of land of Bata India Ltd. situated at Mouza- Bangla Nungi, Jagtala, J.L. No. 17, Police Station- Maheshtala, Dist.- 24-Parganas (South).
7. Form 8 in connection to Charge having CID No. 80013801 on 8th September, 2006 for the security of a sum of Rs.115 crores in respect of the



current assets of the Borrower namely, stock of raw materials, stock-in-progress, semi finished and finished goods etc.

8. Form 8 in connection to Charge having CID No. 80013801 on 24th December, 2009 for the security of Rs.81 crores in respect of whole of the current assets of the Borrower namely, stock of raw materials, stock-in-process, stock in transit, semi finished and finished goods, stored and spares bills receivable and Books Debts and all other immovables both present and future.

9. Agreement of Hypothecation of goods and assets dated 23.8.2017 made between BIL and SBI, Commercial Branch, Palm Court, Gurugram, Haryana.

10. Agreement for Loan of Over All Limit dated 23.8.2017 made between BIL and SBI, Commercial Branch, Palm Court, Gurugram, Haryana.

11. Certificate of Registration for Modification of Mortgage issued by the Registrar of Companies, West Bengal on 14.12.2010 in respect of Charge Identification No. 10216724 whereby the existing charge facility of Rs.150 Crores was enhanced to Rs.174 Crores by RDPL on company's existing property of 242 acres of land already mortgaged with HDFC Ltd. for availing financial assistance.

12. Certificate of Registration for Modification of Mortgage issued by the Registrar of Companies, West Bengal on 6.12.2006 in respect of Charge Identification No. 80013801 whereby the over all consortium limit of Rs.115 Crores was registered.

13. Certificate of Registration for Modification of Mortgage issued by the Registrar of Companies, West Bengal on 21.11.2012 in respect of Charge Identification No. 10216724.

14. Certificate of Registration for Modification of Mortgage issued by the Registrar of Companies, West Bengal in respect of Charge Identification No. 80013801.

15. Certificate of Registration for Modification of Mortgage issued by the Registrar of Companies, West Bengal on 25.7.2011 in respect of Charge Identification No. 80013801.

16. Certificate of Registration for Modification of Mortgage issued by the Registrar of Companies, West Bengal on 14.5.2010 in respect of Charge Identification No. 10216724.

17. Certificate of Registration for Modification of charge issued by the Registrar of Companies, West Bengal on 6.1.2017 in respect of Charge Identification No. 10215922 created by RDPL.

18. Certificate of Registration for Modification of charge issued by the Registrar of Companies, West Bengal on 13.1.2018 in respect of Charge Identification No. 10215922 created by RDPL.



19. Certificate of Registration for Modification of charge issued by the Registrar of Companies, West Bengal on 29.7.2019 in respect of Charge Identification No. 10215922 created by RDPL.
20. Certificate of Registration for Modification of Charge issued by the Registrar of Companies, West Bengal on 7.12.2010 in respect of Charge Identification No. 10215922 created by RDPL.
21. Certificate of Registration for Modification of charge issued by the Registrar of Companies, West Bengal on 21.11.2012 in respect of Charge Identification No. 10215922 created by RDPL.
22. Certificate of Registration for Modification of charge issued by the Registrar of Companies, West Bengal on 16.6.2014 in respect of Charge Identification No. 10215922 created by RDPL.
23. Certificate of Registration of charge having CID No. 100101705 created by RDPL, issued by ROC, West Bengal on 7.6.2017.
24. Certificate of Registration of charge having CID No. 100128618 created by RDPL, issued by ROC, West Bengal on 23.10.2017.
25. Certificate of Registration of charge having CID No. 100302832 created by RDPL, issued by ROC, West Bengal on 26.11.2019.
26. Downloaded Certificate of Registration of mortgage having CID No. 10215922 created by RDPL, issued by ROC, West Bengal on 11.5.2010.
27. Downloaded Certificate of Registration of charge having CID No. 10568802 created by RDPL on 31.3.2015, issued by ROC, West Bengal on 19.5.2015.
28. Certificate of Registration of Order confirming reduction of capital issued by ROC, W.B. on 18.3.2016 being confirmed by an order dated 11.2.2016 of the Hon'ble High Court at Calcutta passed in C.A. No. 563 of 2015 connected with C.P. No. 613 of 2015.
29. Form for Modification of Charge having CID No. 10216695 created by RDPL.
30. Form of Modification of Charge having CID No. 10215922 created by RDPL.
31. Memorandum of Satisfaction of Charge created by Bata India Ltd. having CID No. 80035364 on 23rd March, 2004.
32. Memorandum of Satisfaction of Charge created by Bata India Ltd. having CID No. 80035440 on 15.3.2006.



33. Memorandum of Satisfaction of Charge created by Bata India Ltd. having CID No. 80035438 on 20.12. 2005.
34. Memorandum of Satisfaction of Charge created by Bata India Ltd. having CID No. 80035441 on 6.12.2004.
35. Memorandum of Satisfaction of Mortgage issued by ROC, W.B. on 14.9.2007 in respect of CID No. 80035364 created by BIL.
36. Memorandum of Satisfaction of Mortgage issued by ROC, W.B. on 17.1.2008 in respect of CID No. 80035440 created by BIL.
37. Memorandum of Satisfaction of Mortgage issued by ROC, W.B. on 25.10.2007 in respect of CID No. 80035438 created by BIL.
38. Memorandum of Satisfaction of Mortgage issued by ROC, W.B. on 29.9.2007 in respect of CID No. 80035441 created by BIL.
39. Memorandum of Satisfaction of Charge having CID No.10568802 created by RDPL, issued by ROC, W.B. on 13.10.2017.
40. Memorandum of Satisfaction of Charge having CID No.10216695 created by RDPL, issued by ROC, W.B. on 8.12.2015.
41. Memorandum of Satisfaction of Charge having CID No.10216695 created by RDPL.
42. Memorandum of Satisfaction of Mortgage issued by ROC, W.B. on 11.7.2007, the charge having CID No. 80033145 created by RDPL.
43. Memorandum of Satisfaction of Mortgage issued by ROC, W.B. on 29.1.2008, the charge having CID No.10027975.

F. Searches conducted as per instruction:

a) Registration Offices through online:

- i) Index-II searches at the offices of the Registrar of Assurances, Kolkata, District Registrar, Alipore and Additional District Sub-Registrar, Behala for the period from 2018 to 9th September, 2020.
- ii) Index-I searches at the offices of the Registrar of Assurances, Kolkata, District Registrar, Alipore and Additional District Sub-Registrar, Behala in the names of Bata India Limited (BIL), Riverbank Developers Private Limited (RDPL) and Riverbank Holdings Private Limited (RHPL) from 2018 to 9th September, 2020.



b) Courts through online:

i) In the Court of the Learned 7th Civil Judge (Senior Division) at Alipore, in the names of Bata India Limited (BIL), Riverbank Holdings Private Limited (RHPL) and Riverbank Developers Private Limited (RDPL) for the period between 2018 to 9th September, 2020.

ii) In the Court of the Learned 6th Civil Judge (Junior Division) at Alipore, in the names of Bata India Limited (BIL), Riverbank Holdings Private Limited (RHPL) and Riverbank Developers Private Limited (RDPL) for the period between 2018 to 7th September, 2020.

c) Website of Ministry of Corporate Affairs:

Search on the Website of the Ministry of Corporate Affairs for BIL, RHL and RDPL.

G. Result of Searches:**a) Registration Offices:**

a.i From the Index-II searches made at the offices of the Registrar of Assurances, Kolkata, District Registrar, Alipore and the Additional District Sub-Registrar, Behala for the abovementioned period, several entries regarding transfers of apartments, car parking spaces, roof rights etc. in the project Calcutta Riverside were found out.

However, from the searches we did not come across any adverse entry.

a.ii From the Index-I searches made at the offices of the Registrar of Assurances, Kolkata, District Registrar, Alipore and the Additional District Sub-Registrar, Behala for the aforementioned period several entries regarding transfers of apartments, car parking spaces, roof rights etc. in the project Calcutta Riverside were found out.

However, from the searches we did not come across any adverse entry.

b) Courts:**b.1 Court of the Learned 7th Civil Judge (Senior Division) at Alipore:**

i) From the searches made from the filing Register of the Court of the Learned 7th Civil Judge (Senior Division) at Alipore in the name



of BIL for the aforesaid period, it transpires that no title suit or money suit and title execution case or money execution case has been filed during this period.

- ii) From the searches made from the filing Register of the Court of the Learned 7th Civil Judge (Senior Division) at Alipore in the name of RDPL for the aforesaid period, it transpires that no title suit or money suit and title execution case or money execution case has been filed during this period.
- iii) From the searches made from the filing Register of the Court of the Learned 7th Civil Judge (Senior Division) at Alipore in the name of RHPL for the aforesaid period, it transpires that no title suit or money suit and title execution case or money execution case has been filed during this period.

b.2 Court of the Learned 6th Civil Judge (Junior Division) at Alipore:

- i) From the searches made from the filing Register of the Court of the Learned 6th Civil Judge (Junior Division) at Alipore in the name of BIL for the aforesaid period, it transpires that no title suit or money suit and title execution case or money execution case has been filed during this period.
- ii) From the searches made from the filing Register of the Court of the Learned 6th Civil Judge (Junior Division) at Alipore in the name of RDPL for the aforesaid period, it transpires that no money suit, title suit title execution case or money execution case has been filed during this period.
- iii) From the searches made from the filing Register of the Court of the Learned 6th Civil Judge (Junior Division) at Alipore in the name of RHPL for the aforesaid period, it transpires that no title suit, money suit, title execution case or money execution case has been filed during this period.

c) Registrar of Companies, West Bengal:

From the searches made in the website of the Ministry of Company Affairs it transpires that several charges have been created and modified on several dates by RDPL, BIL and RHPL in respect of the said Entire Project Land. Some of the charges have also been satisfied, as mentioned herein below :

1. By the Indenture of Mortgage dated 3rd day of August, 2017 made between Antrix Housing LLP therein referred to as Borrower of the First Part and Riverbank Developers Private Limited therein referred to as RDPL of the Second Part and J. M. Financial Credit Solutions Limited therein referred to as the Mortgagee of the Third Part, the Borrower has created the security in



favour of the Mortgagee thereto in respect of all right, title and interests on Borrower in and over the project Highland Land and Project Highland including all developmental rights of the Borrower in terms of the project document, project Highland Units together with all the project highland receivables and the relevant charged account more fully described in the Schedule IV thereto and in respect of all right, title and interest of RDPL in and over the project Golf Greens Units, RDPL Collection Account and project Golf Greens receivables more fully described in the Schedule IV thereto together with all right, title and interest of the RDPL in and over the Project Lake Town Units, RDPL Collection Accounts and the Project Lake Town receivables more fully described in the Schedule IV thereto together with all right, title and interest of RDPL in and over the Project Princep Units, RDPL Collection Accounts and the Project Princep receivables more fully described in the Schedule IV thereto.

2. By the Indenture of Mortgage dated the 27th day of September, 2019 made between Antrix Housing LLP therein referred to as Mortgagor-I of the First Part, Riverbank Developers Private Limited therein referred to as Mortgagor-II of the Second Part and J. M. Financial Credit Solutions Limited therein referred to as Mortgagor-III of the Third Part, the Mortgagor-I and Mortgagor-II created security in favour of the Mortgagee thereto in respect of Project Highland Antrix LLP receivables and all right, title and interest of Antrix Housing LLP in project Highland Units and all Banks Accounts including charged account where the Project Highland Antrix LLP receivables may be lying present and future more fully described in the Schedule IV thereto together with all right, title and interest of RDPL in and over the project Golf Green Units, RDPL Collection Account and the project Golf Green receivables more fully described in the Schedule IV thereto together with all right, title and interest of RDPL in and over the project Lake Town Units, RDPL Collection Account and project Golf Greens receivables more fully described in the Schedule IV thereto together with all right, title and interest of RDPL in and over the project Lake Town Units, RDPL Collection Account and project Lake Town receivables more fully described in the Schedule IV thereto together with all right, title and interest of RDPL in and over the project Princep Unit, RDPL Collection Account and the Project Princep receivable more fully described in the Schedule IV thereto.

3. It appears from the searching made at the Official Website of the Ministry of Corporate Affairs that Bata India Ltd. (BIL) has created charge in favour of State Bank of India Corporate Accounts Group Branch, 34, Jawaharlal Nehru Road, Kolkata on 15th March, 2006 in respect of All That piece and parcel of land containing an area of 46 Acres more or less pertaining to the factory premises of BIL at Batanagar together with all structures erected thereon, fixed, plant and machinery permanently fixed to the earth, covered under the Title Deed as deposited with the State Bank of India, by way of constructive delivery as security for due repayment of corporate loan of Rs.11 crores.

4. It further appears that charge has been created by BIL in favour of State Bank of India, Corporate Accounts Credit Branch, ICICI Bank Ltd., Rasoi Court, R. N. Mukherjee Road and HDFC Bank Ltd., Central Plaza, Sarat Bose Road in order to secure a loan amount of Rs.7880.00 lacs in respect of whole current



assets of the Borrower namely stock of raw materials, stock-in-progress, semi finished and finished goods etc.

5. It further appears that charge having CID No. 10216724 has been created by BIL on 2nd November, 2010 in favour of Housing Development Finance Corporation Ltd., H.T. Parekh Marg, Mumbai towards security of a sum of Rs.174 crores in respect of 242 acres of land of Bata India Ltd. situated at Mouza- Bangla, Nungi, Jagtala, J.L. No. 17, Police Station- Maheshtala, Dist.- 24-Parganas (South).

6. It further transpires that Bata India Ltd. has created further charge on 28.4.2010 in favour of HDFC Ltd., H.T. Parekh Marg, Mumbai for the security of a sum of Rs.150 crores (Rupees one hundred fifty crores only) in respect of a parcel of land containing an area of 242 acres of land of Bata India Ltd. situated at Mouza- Bangla, Nungi, Jagtala, J.L. No. 17, Police Station- Maheshtala, Dist.- 24-Parganas (South).

7. It further appears that Bata India Ltd. has created charge having CID No. 80013801 on 8th September, 2006 for the security of a sum of Rs.115 crores in respect of the current assets of the Borrower namely, stock of raw materials, stock-in-progress, semi finished and finished goods etc.

8. It further appears that Bata India Ltd. has created charge having CID No. 80013801 on 24th December, 2009 for the security of Rs.81 crores in respect of whole of the current assets of the Borrower namely, stock of raw materials, stock-in-process, stock in transit, semi finished and finished goods, stored and spares bills receivable and Books Debts and all other immoveables both present and future.

9. It further appears that Bata India Ltd. has created charge in order to secure a corporate loan of Rs.37,70,00,000/- in favour of SBI Corporate Accounts Group Branch, Jawaharlal Nehru Road, Kolkata in respect of a parcel of land containing an area of 440 Bighas of revenue free land in Mouza Mirpur, Police Station Maheshtala, District- 24-Parganas (South) together with building and erections thereon both present and future.

10. It further appears that Bata India Ltd. has created charge towards security on the short-term loan of Rs.30 crores in respect of whole of the moveable properties of the Borrower including its moveable plant and machinery, machinery spares, tools and accessories both present and future, stored or to be stored in four factories of the Borrower situated at Peenya Industrial Estate, Phase IV, Bangalore, SIPCOT, Hasur, Phase-I, Tamilnadu, Batanagar, Maheshtala, Dist- 24-Parganas (South) and New Town, Faridabad.

11. It further appears that Bata India Ltd. has created charge in order to secure a sum of Rs.78,80,00,000/- in favour of SBI, HDFC, ICICI in respect of whole of the current assets of the Borrower.

12. It further appears that charge created by Bata India Ltd. having CID No. 80035364 on 23rd March, 2004 has been satisfied on 23.8.2004.



13. It further appears that charge created by Bata India Ltd. having CID No. 80035440 on 15.3.2006 has been satisfied on 26.12.2007.

14. It further appears that charge created by Bata India Ltd. having CID No. 80035438 on 20.12. 2005 has been satisfied on 1.10.2007.

15. It further appears that charge created by Bata India Ltd. having CID No. 80035441 on 6.12.2004 has been satisfied on 23.8.2007.

16. It further appears from the Certificate of Registration for Modification of Mortgage issued by the Registrar of Companies, West Bengal on 14.12.2010 in respect of Charge Identification No. 10216724 that the existing charge facility of Rs.150 Cores was enhanced to Rs.174 Crores by RDPL on company's existing property of 242 acres of land already mortgaged with HDFC Ltd. for availing financial assistance.

17. It further appears from the Certificate of Registration for Modification of Mortgage issued by the Registrar of Companies, West Bengal on 21.11.2012 that the Charge Identification No. 10216724 was modified..

18. It further appears from the Certificate of Registration for Modification of Mortgage issued by the Registrar of Companies, West Bengal on 25.7.2011 that the Charge Identification No. 80013801 was modified.

19. It further appears from the Certificate of Registration for Modification of Mortgage issued by the Registrar of Companies, West Bengal on 14.5.2010 that the Charge Identification No. 10216724 was modified.

20. It further appears from the Memorandum of Satisfaction of Mortgage issued by ROC, W.B. on 14.9.2007 taht CID No. 80035364 created by BIL was satisfied.

21. It further appears from the Memorandum of Satisfaction of Mortgage issued by ROC, W.B. on 17.1.2008 that CID No. 80035440 created by BIL was satisfied.

22. It further appears from the Memorandum of Satisfaction of Mortgage issued by ROC, W.B. on 25.10.2007 that CID No. 80035438 created by BIL was satisfied.

23. It further appears from the Memorandum of Satisfaction of Mortgage issued by ROC, W.B. on 29.9.2007 that CID No. 80035441 created by BIL was satisfied.

24. It further appears from the Certificate of Registration for Modification of charge issued by the Registrar of Companies, West Bengal on 7.12.2010, 21.11.2012, 16.6.2014, 6.1.2017, 13.1.2018, 29.7.2019 in respect of Charge Identification No. 10215922 created by RDPL was modified from time to time.



25. It further appears from the Certificate of Registration of charge having CID No. 100101705 created by RDPL, issued by ROC, West Bengal on 7.6.2017, Certificate of Registration of charge having CID No. 100128618 created by RDPL, issued by ROC, West Bengal on 23.10.2017, Certificate of Registration of charge having CID No. 100302832 created by RDPL, issued by ROC, West Bengal on 26.11.2019, Certificate of Registration of mortgage having CID No. 10215922 created by RDPL, issued by ROC, West Bengal on 11.5.2010, Certificate of Registration of charge having CID No. 10568802 created by RDPL on 31.3.2015, issued by ROC, West Bengal on 19.5.2015, several charges were made in respect of the said Entire Project Land. .

26. It further appears from the Memorandum of Satisfaction of charge having CID No. 10568802 created by RDPL, issued by ROC, W.B. was satisfied on 13.10.2017.

27. It further appears from the Memorandum of Satisfaction of charge having CID No. 10216695 created by RDPL, issued by ROC, W.B. was satisfied on 8.12.2015.

28. It further appears that RDPL created a charge on 30.3.2017 in favour of HDFCL, Ramon House, Mumbai in connection to the extension of mortgage of 193.70 Acres of land situated at 1, New Bata Road, Maheshtala, South 24-Parganas.

29. It further appears that charge was created by RDPL on 3.8.2017 as first and exclusive charge over 3 Residential Units (total area 5610 Sq.ft.) and 17 Commercial Units (14577 Sq.ft.) in Project Lake Town and over 6 Residential Units (13446 Sq.ft.) in Project Golfgreens and 2 Residential Units (4112 Sq.ft.) and 8 Commercial Units (3621 Sq.ft.) in Project Princep.

30. It further appears that charge having CID No. 10216695 created by RDPL was satisfied on 9.11.2015.

31. It further appears that RDPL has created a charge on 31.3.2015 in favour of IL & F.S. Financial Centreplot No. C22, G Block, Bandra Kurla Complex, Bandra East, Mumbai.

32. It further appears that charge was created by RDPL on 25.11.2006 in favour of SBI Commercial Branch, Park Street, Kolkata in respect of all present and future goods, book debts and all other moveable assets of the Borrower including document of title to the goods, outstanding moneys, receivables, claims, invoices, contracts, plant & machinery, both present and future all other current assets.

33. It further appears that charge having CID No. 10216695 created by RDPL was modified on 27.9.2012.

34. It further appears that by a Memorandum of Satisfaction of Mortgage issued by ROC, W.B. on 11.7.2007, the charge having CID No. 80033145 created by RDPL was satisfied.



35. It further appears that by a Memorandum of Satisfaction of Mortgage issued by ROC, W.B. on 29.1.2008, the charge having CID No. 10027975 created by RDPL was satisfied.

36. It further appears that RDPL has created charge in favour of Vistra ITCL (India) Limited on 27.07.2020 by way of security of Rs.100 crores in respect of and over All land parcels situated at Mouza Jagtala, J.L. No.17 in P.S. Mahestala, ad-measuring approximately 14.81 Acres together with all buildings, erections, godowns and construction of every description which are erected, standing or attached or shall at any time during the continuance of the mortgage thereby constituted be erected and standing or attached and all trees, fences, hedges, ditches, way severages drains, water courses, liberties, privileges, easements and appurtenances whatsoever on the aforesaid land along with proportionate share in the underlying land including all present.

37. It further appears that RDPL has created charge in favour of J.M. Financial Credit Solutions Limited on 27.09.2019 by way of security of Rs.25 crores only in respect of and over all that the right, title and interest of RDPL in and over the project Golf Green units, Premises No.1, New Bata Road, RDPL Collection account and Project Golf Green receivables and all the right, title and interest of RDPL in and over Project Lake Town unit Premises No.1, New Bata Road, RDPL Collection account and Project Lake Town receivables.

38. It further appears that RDPL has created charge in favour of J.M. Financial Credit Solutions Limited on 03.08.2017 by way of security of Rs.28 crores only in respect of and over 3 residential units (5610 sq.ft.) and 17 commercial units (14577 sq.ft.) in Project Lake Town, 6 residential units (1344 sq.ft.) in Project Golf Greens and 2 residential units (4112 sq.ft.) and 8 commercial units (3621 sq.ft.) in Project Princep.

H. Certification:

Considering the findings from the searches made as aforesaid, we are of the view that the Entire Project Land is subject to the several existing charges made by BIL and RDPL, as aforesaid.

Dated this 19th day of October, 2020.

For- VICTOR MOSES & CO.,
SOLICITORS & ADVOCATES

(D.N. MITTRA)
PARTNER



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12/12/13



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01/12/13
9/26/13

पश्चिम बंगाल WEST BENGAL

Certified that the document is admitted to registration. The signature sheets and the 3 endorsement sheets attached with the document are the part of this document.

ADDENDUM

District Sub-Registrar-II
Alipura, South 24 Parganas

Sumit

This addendum to the development agreement dated April 28, 2010 ("Addendum") is made on this 5th day of December, 2013 by and between: 6 DEC 2013

1. Data India Limited, a company incorporated under the Companies Act, 1956, having its registered office at 6A, S.N.Banerjee Road, Kolkata- 700 013 having Income Tax PAN No. AABC01043Q, represented by its Finance Director, Mr. Ranjit Mathur (hereinafter referred to as "BIL", which term unless repugnant to the context shall mean and include its successors in interest and permitted assigns) of the First Part;
2. Riverbank Holdings Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 225C A.J.C. Bose Road, 4th Floor, Kolkata-700 020, having Income Tax PAN No. AACCR9575J, represented by its Director, Mr. Sumit Kumar Dabhiwala (hereinafter referred to as "RHPL", which term unless repugnant to the context shall mean and include its successors in interest and permitted assigns) of the Second Part;
3. Riverbank Developers Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 225C A.J.C. Bose Road, 4th Floor, Kolkata -700 020, having Income Tax PAN No. AACCR7997K, represented by its Managing Director, Mr. Sumit Kumar

Sumit

Amalan Chatterjee
Notary Public

11/12/13

(Signature of Sumit Kumar Dabhiwala)

Serial No. 58183

Name Riverbank Developers Pvt. Ltd.

Address 225C, A.J.C. Bose Road
4th Floor, Kolkata- 700 020
71, Park Street, (Room No. 11)
Kolkata-700 016

09 OCT 2013
Date

Licensed Vendor
S. 542K4R

Amrit Babbar



6514

Riverbank Holdings Private Limited

Amrit Babbar
Director

AMIT KUMAR DARRINALL



6514

Riverbank Developers Pvt. Ltd.

Amrit Babbar
Managing Director



6514

Calcutta Metropolitan Group Ltd.

Amrit Babbar
Director

District Sub-Registrar-II
Alipore, South 24 Parganas

5 DEC 2013



Deputy

(DEEPAK KUMAR SARDIA)
S/O Mr R.P. SARDIA, 2-110 Rosalind villa, Sec-44, Lufpaon.



Dabirwala (hereinafter referred to as "RDPL", which term unless repugnant to the context shall mean and include its successors in interest and permitted assigns) of the Third Part; and

4. Calcutta Metropolitan Group Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 225 C, A.J.C. Bose Road, 4th Floor, Kolkata-700 020, having Income Tax Pan No. AA8CC3006E, represented by its Director, Mr. Sumit Kumar Dabirwala (hereinafter referred to as the "Confirming Party", which term unless repugnant to the context shall mean and include its successors in interest and permitted assigns) of the Fourth Part.

BIL, RHPL, RDPL and the Confirming Party are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS:

- A. BIL being absolutely seized and possessed of and sufficiently entitled to all those pieces and parcels of land, ground, hereditaments, buildings, structures and premises admeasuring about 262 acres ("Larger Premises") and more particularly described in the Schedule 1 hereunder written and delineated on the plan hereto annexed as Annexure A and thereon shown surrounded by a red colour boundary line, had entered into a joint venture agreement dated January 14, 2005 ("JVA") with the Confirming Party, to incorporate a joint venture company to undertake the development of the Project (as defined hereinafter), on the terms and conditions contained therein.
- B. In pursuance of the JVA, BIL and the Confirming Party had incorporated RHPL and BIL had obtained the approval of the Government of West Bengal, Department of Land & Land Reforms vide Memo No. 1063-LR/3M-330/05/GE (M) dated April 5, 2006 ("Order") for undertaking the development and implementation of the Project. Under the Order, BIL is required to carry out the development of the Larger Premises through RHPL or any other company or organization as may be nominated by RHPL.
- C. BIL, the Confirming Party and RHPL had entered into a tripartite agreement dated May 18, 2006 ("Tripartite Agreement") to reflect the understanding between the parties thereto in relation to the development of the Project and to clearly demarcate the respective rights and obligations of the parties, on the terms and conditions contained therein.
- D. BIL and RHPL had also entered into a development agreement dated December 18, 2005 ("First Development Agreement") to reflect the understanding between the parties thereto in relation to the development of the Project by RHPL, on the terms and conditions contained therein.
- E. By an approval dated August 21, 2006, BIL was granted developer status by the Government of India, Ministry of Commerce and Industry, Department of Commerce (SEZ Section) to develop an information technology/ information technology enabled services special economic zone ("SEZ") on 25 acres of the Larger Premises, as delineated in red on the plan hereto annexed as Annexure B ("RHPL Land"). Subsequently, by an approval dated November 13, 2006 RHPL was granted the status of a co-developer in respect of the SEZ.
- F. By a deed of novation and assignment dated December 8, 2007 ("Assignment Agreement") RHPL assigned and novated development rights over 237 acres of the Larger Premises to RDPL for undertaking development of the Project. By an agreement dated December 8, 2007 ("Nomination Agreement"), BIL and the Confirming Party have recorded their understanding on nomination of directors and voting on certain items, before the RHPL board.
- G. In fulfillment of its obligations respectively stipulated in paragraphs 4(A)(i) and 4(A)(ii) of the Order, BIL, by two registered deeds of gift, both dated January 21, 2010 ("Gift Deeds"), gifted and transferred in favour of the Governor of the State of West Bengal, two separate identified and demarcated portions of the Larger Premises, respectively admeasuring 6.70 acres and 4.5 acres, hereinafter collectively referred to as "Gifted Land" and more particularly described in Schedule 2 hereunder written.
- H. In pursuance of the aforesaid, the area of the Larger Premises in respect whereof RDPL had development rights for undertaking the Project, stood varied to admeasure 223.80 acres more or less, as hatched in yellow on the plan hereto annexed as Annexure C ("RDPL Land").



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BATA INDIA LIMITED

Ranjit Mathur
RANJIT MATHUR
DIRECTOR FINANCE



Deyan

(JSEPAK KUNAS JAJODSA)

9a Stri B.L. Jajodia, address: D-110, Rosewood villa, Sector-45A6 Gurugram
N.T.S. - Gurugram
District Sub-Registry
Alipore, South 24 Pargana

5 DEC 2013



Notary Public
Alipore, South 24 Pargana
www.npti.org



- J. The Parties executed another development agreement dated April 28, 2010 ("Second Development Agreement") to vary the terms of the First Development Agreement, and to set out the revised terms agreed to by the Parties for the development of the Project on the RDPL Land and the RHPL Land, collectively amounting to 348.80 acres ("Scheduled Premises") in accordance with the terms of the Order. The Second Development Agreement replaced the entire understanding between the Parties as contained in the JVA, Tripartite Agreement, the First Development Agreement, the Nomination Agreement and Assignment Agreement ("Earlier Agreements") and the Earlier Agreements stood terminated from the date of execution of the Second Development Agreement.
- K. Subsequent to the execution of the Second Development Agreement, BIL and the Governor of the State of West Bengal on mutual consent, revoked and cancelled the Gift Deeds through two registered cancellation of gift deeds, both dated 9th January 2012 ("Cancellation Deeds").
- L. Accordingly, the right, title, interest and possession of the Gifted Land is vested with BIL. As the Gifted Land is part of the larger Premises over which RDPL had development rights prior to the execution of the Gift Deeds, BIL is desirous of re-granting development rights over the Gifted Land in favour of RDPL such that the original intention of the Parties may be implemented.
- M. The Parties are also desirous of making certain revisions/amendments to the terms of Second Development Agreement in relation to delivery of Princep Riverfront BIL Apartments.
- N. BIL acknowledges that, pursuant to the terms of the Second Development Agreement, RDPL has completed delivery of the New Employee Housing.
- O. It is clarified that this Addendum shall be supplemental to the Second Development Agreement and shall revise/modify (in the manner provided in this Addendum) and shall be restricted, limited and confined only to the terms and conditions of the Second Development Agreement, which have been specifically dealt with in this Addendum. All other terms, conditions, covenants stipulated, as detailed and contained in the Second Development Agreement shall continue to remain in full force as it is. The Second Development Agreement shall be binding on the Parties in the same manner as it was earlier, subject to the modifications, amendments and additions in the terms and conditions hereto, as have been agreed to between the Parties in this Addendum. The Parties, therefore, modify and amend, through this Addendum certain terms and conditions of the Second Development Agreement to record their revised understanding only in relation to the Gifted Land and the Princep Riverfront BIL Apartments.

NOW THEREFORE THIS ADDENDUM WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

1.1.1 In this Addendum (including the recitals above and the Schedules hereto), except where the context otherwise requires, the following words and expressions shall have the following meanings:

"Addendum" shall mean this Addendum executed between the Parties which is only a supplement to the Second Development Agreement;

"Assignment Agreement" shall have the meaning ascribed to it in recital F to this Agreement;

"BIL Apartment" shall have the meaning ascribed to it in clause 3.3 of this Addendum;

"Cancellation Deeds" shall have the meaning ascribed to it in recital J to this Agreement;

"Earlier Agreements" shall have the meaning ascribed to it in recital I to this Agreement;

"First Development Agreement" shall have the meaning ascribed to it in recital D to this Agreement;

"Gift Deeds" shall have the meaning ascribed to it in recital G to this Agreement;

Signature

[Handwritten Signature]

"Gifted Land" shall have the meaning ascribed to it in recital G to this Agreement;

"IVA" shall have the meaning ascribed to it in recital A to this Agreement;

"Larger Premises" shall have the meaning ascribed to it in recital A to this Agreement;

"Nomination Agreement" shall have the meaning ascribed to it in recital F to this Agreement;

"Order" shall have the meaning ascribed to it in recital B to this Agreement;

"RDPL Land" shall have the meaning ascribed to it in recital H to this Agreement;

"RHPL Land" shall have the meaning ascribed to it in recital E to this Agreement;

"Scheduled Premises" shall have the meaning ascribed to it in recital I to this Agreement;

"Second Development Agreement" shall have the meaning ascribed to it in recital J to this Agreement;

"SEZ" shall have the meaning ascribed to it in recital E to this Agreement; and

"Tripartite Agreement" shall have the meaning ascribed to it in recital C to this Agreement.

- 1.1.2 All other capitalized terms that have been used herein and not defined, shall have the meaning as respectively ascribed to each of them in the Second Development Agreement.

1.2 Interpretation

- 1.2.1 The principles of interpretation as set out in the Second Development Agreement shall *mutatis mutandis* apply to this Addendum.

2. DEVELOPMENT RIGHTS

- 2.1 BIL hereby grants exclusive Development Rights in relation to the Gifted Land in favour of RDPL. The Parties hereby agree that the Second Development Agreement shall henceforth be construed such that the Gifted Land shall be deemed to form a part of the RDPL Land and the Scheduled Premises. All rights, interest, power, authority and privileges vested in RDPL in relation to RDPL Land including the powers under clause 7 read with Schedule 7 of the Second Development Agreement and all the provisions therein shall *mutatis mutandis* be applicable to the Gifted Land. The revised RDPL Land is hatched in yellow in the plan annexed hereto as Annexure D.

- 2.2 Without prejudice to the above, BIL hereby acknowledges that RDPL is in possession of the Gifted Land and is holding possession over the Gifted Land for the purposes of development and implementation of the Project.

- 2.3 It is hereby clarified that the Development Rights granted herein to RDPL over the Gifted Land shall be utilized by RDPL strictly in accordance with the terms and conditions of the Second Development Agreement.

3. CONSIDERATION

- 3.1 In terms of clause 6 of the Second Development Agreement, the consideration for grant and transfer of Development Rights by BIL to the Developer, is the New Employee Housing and the Princep Riverfront BIL Apartments, which shall be solely owned by BIL upon issuance of the Completion Certificate.

- 3.2 BIL acknowledges that the Developer has duly completed the delivery of the New Employee Housing in terms of clause 8.1 and 8.2 and in accordance with the provisions of the Second Development Agreement.

- 3.3 The Parties hereby agree that the term "Princep Riverfront BIL Apartments" as used in the Earlier Agreements and/or the Second Development Agreement, hereby stands replaced by and shall henceforth be read as "BIL Apartments" and the definition of "Princep Riverfront BIL Apartments"

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set out in clause 1.1 of the Second Development Agreement, shall be replaced by the following definition:

"*BIL Apartments*" shall mean a collective super built up area of approximately 332,030 square feet of apartments comprised in Princep, Golf Greens, Lake Town and Mandeville area of the Scheduled Premises, in such manner as may be allocated by the Developer to BIL and are marked and identified in Schedule 3 to this Agreement."

- 3.4 In furtherance of and consequent to the aforementioned amendment, Schedule 4 of the Second Development Agreement hereby stands amended and replaced by Schedule 4 of this Addendum.
- 3.5 It is agreed between the Parties that the consideration set out in clause 6.3 of the Second Development Agreement shall also be the consideration for the grant of Development Rights by BIL in relation to the Gifted Land.
- 3.6 BIL hereby acknowledges the adequacy and sufficiency of delivery of the BIL Apartments as the consideration for the grant of the Development Rights in relation to the Scheduled Premises, as well as the Gifted Land and BIL shall give a full and final discharge to the Developer in accordance with the terms of the Second Development Agreement on delivery of the BIL Apartments by the Developer.
- 3.7 For the avoidance of doubt, it is hereby clarified that the provisions of clause 6.1 and clause 6.2 of the Second Development Agreement shall apply *mutatis mutandis* with respect to the BIL Apartments.

4. DELIVERY OF BIL APARTMENTS

- 4.1 The Parties hereby agree that in amendment of clause 8.3 of the Second Development Agreement, RDPL shall deliver the built up area (approximately 332,030 square feet) of the BIL Apartments to BIL by December 31, 2013, in full discharge of its obligation towards consideration as set out in clause 6 of the Second Development Agreement, in the manner provided in Schedule 3 & 4 of this Addendum.
- 4.2 In consideration of the early delivery of the above built up area, clauses 8.3 and 8.4 of the Second Development Agreement stand amended and replaced as follows:

"8.3 The Developer shall deliver the BIL Apartments (comprising approximately 332,030 square feet of built up space) to BIL by December 31, 2013 ("Projected Delivery Date")."

"8.4 In the event that a portion of the BIL Apartments is not delivered within the Projected Delivery Date as mentioned above ("Delayed Portion"), then, the Developer shall be granted an extension period of 3 (three) months from the Projected Delivery Date to deliver such Delayed Portion without any penalty being payable by the Developer to BIL ("Extension Period"). If the Delayed Portion is not delivered within the Extension Period, a penalty of 1% of Rs. 1500 (Rupees one thousand and five hundred only) multiplied by the amount of square feet of the Delayed Portion delivered beyond the Extension Period, shall be payable by RDPL to BIL for a delay of every month and in the event of delay of less than a month, a proportionate part thereof shall be payable, calculated on a day to day basis."

- 4.3 The delivery of BIL apartments would follow the process as enshrined in Completion Certificate under clause 5.4 of the Second Development Agreement. In particular, BIL representatives must be present during the entire process of inspection along with RDPL representatives for effective conclusion thereof. The inspection has to be in conformity with and reconciled to the Schedule 3 and Schedule 4 of this Addendum.

Defects warranty as laid down in clause 5.7 of the 2nd Development Agreement would apply in case of BIL apartments following the possession of such apartments by BIL.

- 4.4 It is further agreed by the Parties that the allocation of BIL Apartments by the Developer in accordance with clause 4.2 of this Addendum shall be final and shall supersede all earlier allocations proposed/made by the Developer to BIL in this respect.



21/12/13 *[Signature]*

[Signature]

Notary Seal of Rajesh Kumar Bajaj, Notary Public, Kolkata, West Bengal, India.

5. SECOND DEVELOPMENT AGREEMENT

5.1 This Addendum shall be supplemental to the Second Development Agreement. Save and except the revisions, additions and omissions made to the Second Development Agreement pursuant to this Addendum, all other terms and conditions of the Second Development Agreement shall continue to be effective and shall govern the relationship between the Parties in respect of the RDPL Land and the Gifted Land. The Second Development Agreement shall be deemed to include this Addendum. In the event that the provisions of the Second Development Agreement are contradictory to what has been stated in this Addendum, then with respect to such contradiction, the provisions of this Addendum shall prevail.

6. MISCELLANEOUS

6.1. Entire Agreement

6.1.1 This Addendum together with the Schedules hereto, constitutes the entire agreement between the Parties and supersedes any arrangements, understandings or previous agreements relating to the subject matter of this Addendum in relation to the matters contained herein.

6.1.2 This Addendum shall inure to and be binding upon the Parties and their respective successors and permitted assigns. Nothing in this Addendum, expressed or implied, is intended to confer on any person other than the Parties, and their successors and permitted assigns, any rights, benefits, privileges, liabilities or obligations under or by reason of this Addendum.

6.2. Severability

6.2.1 If any provision of this Addendum is found to be illegal, invalid or unenforceable, then such provision shall be severed from this Addendum and the remaining provisions of this Addendum shall continue in full force and effect and operate as if the severed provision had not been included.

6.3. Amendments/Modifications

6.3.1 This Addendum may be amended only by an instrument in writing signed by duly authorized representatives of each Party to this Addendum.

6.4. Waiver

6.4.1 Any delay, inability, omission or failure of any party to exercise any of its rights under this Addendum shall not affect or impair or be deemed to be a waiver of its rights under this Addendum and neither shall it be deemed to affect or impair its rights with respect to any continuing or subsequent default of the other Party of the same or different nature under this Addendum.

6.5. Third Parties

6.5.1 Nothing in this Addendum, unless expressly provided for herein, is intended to confer upon any person, other than the Parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Addendum.

6.6. Costs and Taxes

6.6.1 All costs and expenses incurred towards stamp duty, registration fee and incidental expenses in relation to the registration of this Addendum shall be borne by RDPL.

6.7. Counterparts

6.7.1 This Addendum may be executed in any number of documents or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Addendum by signing any one or more of such documents or counterparts.

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ADDENDUM, THE DAY, THE MONTH AND THE YEAR HERINAJOVE WRITTEN.

SIGNED AND DELIVERED BY BATA INDIA LIMITED

By: Ranjit Mathur
Title: Director - Finance
Date: _____
Witness: [Signature]

BATA INDIA LIMITED
[Signature]
DIRECTOR - FINANCE



SIGNED AND DELIVERED BY RIVERBANK HOLDINGS PRIVATE LIMITED

By: Sunit Kumar Dabirwala
Title: Director
Date: _____
Witness: [Signature]

Riverbank Holdings Private Limited
[Signature]
Director

SIGNED AND DELIVERED BY RIVERBANK DEVELOPERS PRIVATE LIMITED

By: Sunit Kumar Dabirwala
Title: Managing Director
Date: _____
Witness: [Signature]

Riverbank Developers Pvt. Ltd.
[Signature]
Managing Director

SIGNED AND DELIVERED BY CALCUTTA METROPOLITAN GROUP LIMITED

By: Sunit Kumar Dabirwala
Title: Director
Date: _____
Witness: [Signature]

Calcutta Metropolitan Group Ltd.
[Signature]
Director

SCHEDULE I: LARGER PREMISES

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 Mahesala Municipality, Belanagar, South 24 Parganas.

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), 212, 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, 1325, 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, 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, 261, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 376, 377, 378, 379, 380, 381, 382, 383, 384, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 412, 414, 415, 416, 432, 739, 740, 741, 742, 743, 747, 766, 777.

Mouza Mirpur

C.S. Dag Nos. 8, 9, 9/51, 23, 38, 8/50, 38/52 within Khatian No. 5, C.S. Dag Nos. 1, 1/43, 5, 8, 7, 30, 30/59, 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, 8/45, 7/47, 10/48, 22/49, 24/50, 25/51, 26/52, 37/53, within Khatian No. 6, P.2 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.

Amrit R



SCHEDULE 2: GIFTED LAND

All That the pieces and parcels of land admeasuring 13.2 (thirteen point two) acres more or less in Mouzas Jagtala and Mirsar 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 Mahesala Municipality, Bataasagar, South 24 Parganas.

Mouza Jagtala

C.S. Dag Nos. 83 (part), 85 (part), 101 (part), 114 (part), 115 (part), 116, 117 (part), 118 (part), 119 (part), 129 (part), 130, 131, 132 (part), 133 (part), 134 (part), 135, 136, 137, 138 (part), 139, 140, 141, 142 (part), 143 (part), 144 (part), 147 (part), 148 (part), 149 (part), 150 (part), 151, 152 (part), 155 (part), 156, 157, 166 (part), 167 (part), 168 (part), 171 (part), 177 (part), 184 (part), 185 (part), 186 (part), 187, 188, 189 (part), 191 (part), 197 (part), 198, 199 (part), 200, 201 (part) & 202 (part).

Mouza Mirsar

6 (part), 7, 8 (part), 9 (part), 6/44 (part) & 6/45 (part)

Handwritten signatures



SCHEDULE 3: AREA ALLOCATION FOR BATA INDIA LIMITED

Segment	No. of Apartments	Area (sq. ft)	Car Park Area (sq. ft)	Total Area (sq. ft)
Mandeville	2	18824	4295	24119
Golf Green	27	64804	13998	78802
Lake Town	15	28138	6097	34235
Princep	61	160335	34739	195074
Total	110	272901	59129	332030

By *Amud*



SCHEDULE 4: DETAILS OF BILAPARTMENTS



AREA ALLOCATION FOR BATA INDIA LIMITED					
S.No.	Segment	Tower	Floor No.	Apartment Type	SBX (in sq. ft.)
1	Mandeville	VI	Ground Floor	CV5	2832
2	Mandeville	VI	Ground Floor	CV6	2832
3	Mandeville	VI	Ground Floor	CV7	2832
4	Mandeville	VI	Ground Floor	CV8	2832
5	Mandeville	VII	Ground Floor	CV2	2832
6	Mandeville	VII	Ground Floor	CV3	2832
7	Mandeville	VII	Ground Floor	CV6	2832
8	Golf Greens	VII	1	B1	1993
9	Golf Greens	VII	1	B2	1993
10	Golf Greens	VI	Ground Floor	C1	3068
11	Golf Greens	VI	Ground Floor	C2	3068
12	Golf Greens	VI	1	B1	1993
13	Golf Greens	VI	1	B2	1993
14	Golf Greens	VI	2	B1	1993
15	Golf Greens	VI	2	B2	1993
16	Golf Greens	VI	1	A1	1675
17	Golf Greens	VI	9	B1	2737
18	Golf Greens	VI	8	COX1	3373
19	Golf Greens	VII	Ground Floor	C2	3068
20	Golf Greens	VII	1	A1	1675
21	Golf Greens	VII	2	B1	1993
22	Golf Greens	VII	2	B2	1993
23	Golf Greens	VII	3	B1	1993
24	Golf Greens	VII	9	B1	2737
25	Golf Greens	VII	8	COX1	3373
26	Golf Greens	VIII	Ground Floor	C1	3068
27	Golf Greens	VIII	Ground Floor	C2	3068
28	Golf Greens	VIII	1	A1	1675
29	Golf Greens	VIII	1	B1	1993
30	Golf Greens	VIII	1	B2	1993
31	Golf Greens	VIII	3	B1	1993
32	Golf Greens	VIII	2	B2	1993
33	Golf Greens	VIII	9	B1	2737
34	Golf Greens	VII	8	COX1	3373
35	Lake Town	IV	Ground Floor	B11(a)	2339
36	Lake Town	V	1	b (B2/a)	1790
37	Lake Town	V	2	b (B2/b)	1790
38	Lake Town	V	Ground Floor	A1/a	1754
39	Lake Town	V	Ground Floor	A1/b	1754
40	Lake Town	V	Ground Floor	B2/a	2228
41	Lake Town	IV	Ground Floor	A8/b	1808
42	Lake Town	IV	Ground Floor	B10(b)	2266
43	Lake Town	IV	1	B10(b)	1800
44	Lake Town	IV	1	B11(a)	1765
45	Lake Town	IV	2	B10(b)	1800
46	Lake Town	IV	3	B11(a)	1765
47	Lake Town	IV	Ground Floor	A3/a (a)	2029
48	Lake Town	IV	3	A3/b (b)	1450
49	Lake Town	IV	3	B11(b)	1800
50	Princep	I	2	B8(a)	1920
51	Princep	I	3	B8(a)	1920

S. Kumar



AREA ALLOCATION FOR BATA INDIA LIMITED					
S/No.	Segment	Tower	Floor No.	Apartment Type	SSM (sq. ft.)
105	Princap	1	12	BDX7(a)	2012
106	Princap	1	14	BDX7(a)	2012
107	Princap	1	16	BDX7(a)	2012
108	Princap	1	18	BDX7(b)	2012
109	Princap	1	24	BDX4(b)	3125
110	Princap	1	24	PH5(c)	2891
Total Area					272901
Car Parking Area					59129
Total					332030

Dr. Kumar

Notary Public
Kolkata

LEGEND

252.6 ACRES

RUP'L LAND AREA - 25 ACRES

BATA INDIA LIMITED
(PANKAJ MATHUR)
DIRECTOR-FINANCE

Riverbank Holdings Private Limited
Anurag Debbarh
Director

Riverbank Developers Pvt. Ltd.
Anurag Debbarh
Managing Director

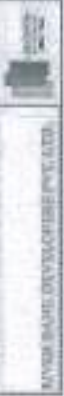
Calcutta Metropolitan Group Ltd.
Anurag Debbarh
Director

PLOT NO: CALCUTTA 252.6 ACRES

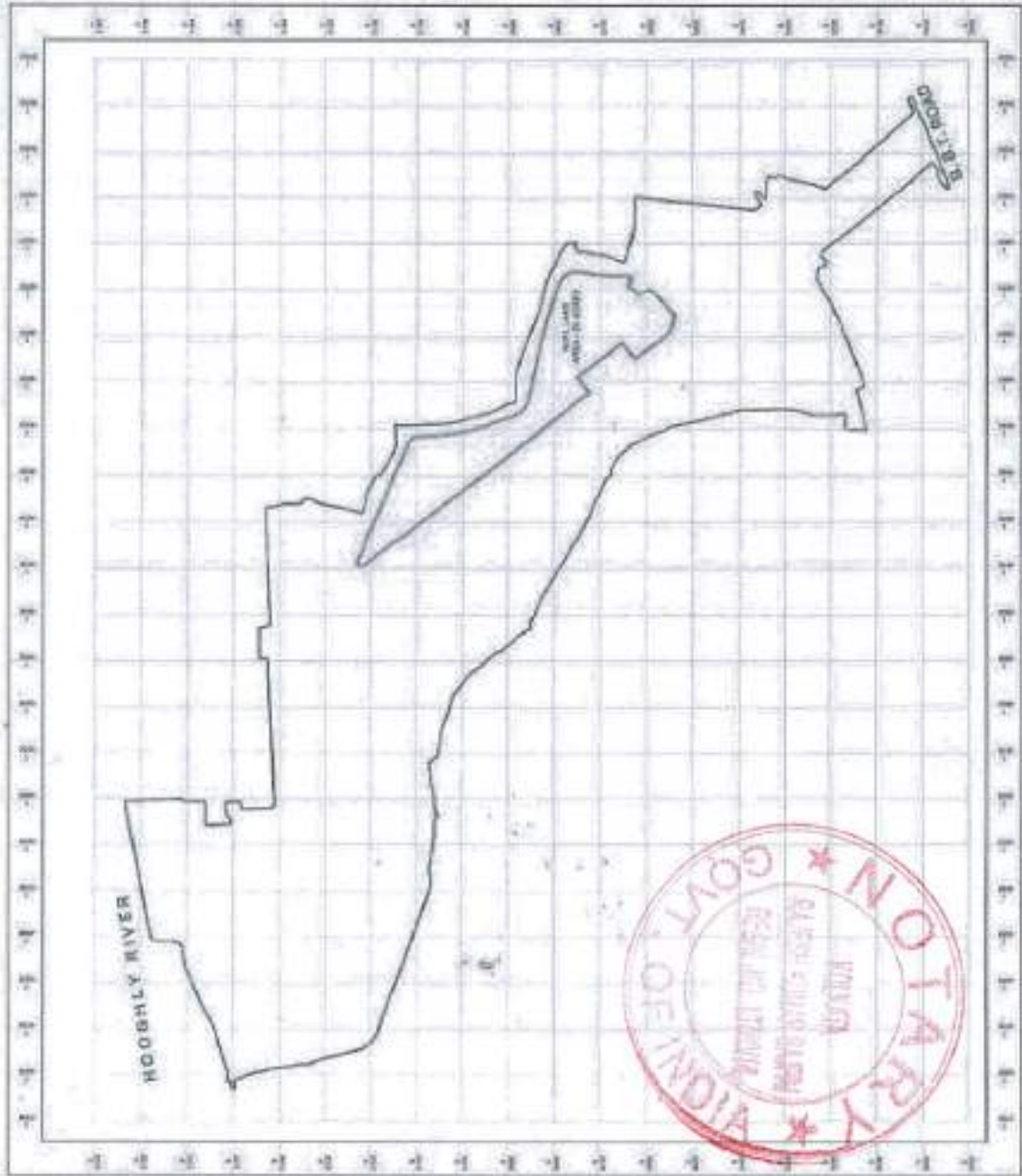
DATE: CALCUTTA 252.6 ACRES 1988 PLAN

PLAN TITLE: PLAN OF REPELLAND

SCALE: 1:1000



ANNEXURE - B



Anurag

LEGEND

LANDS FRONTS - BLUE ACRES LARD

BATA INDIA LIMITED
RAJESH KUMAR
DIRECTOR-FINANCE

Riverbank Holdings Private Limited
Anurag Dasgupta
Director

Riverbank Developers Pvt. Ltd.
Anurag Dasgupta
Managing Director

Calcutta Metropolitan Group Ltd.
Anurag Dasgupta
Director

PROJECT: CALCUTTA RIVER SIDE

TITLE: CALCUTTA RIVER SIDE MASTOP PLAN

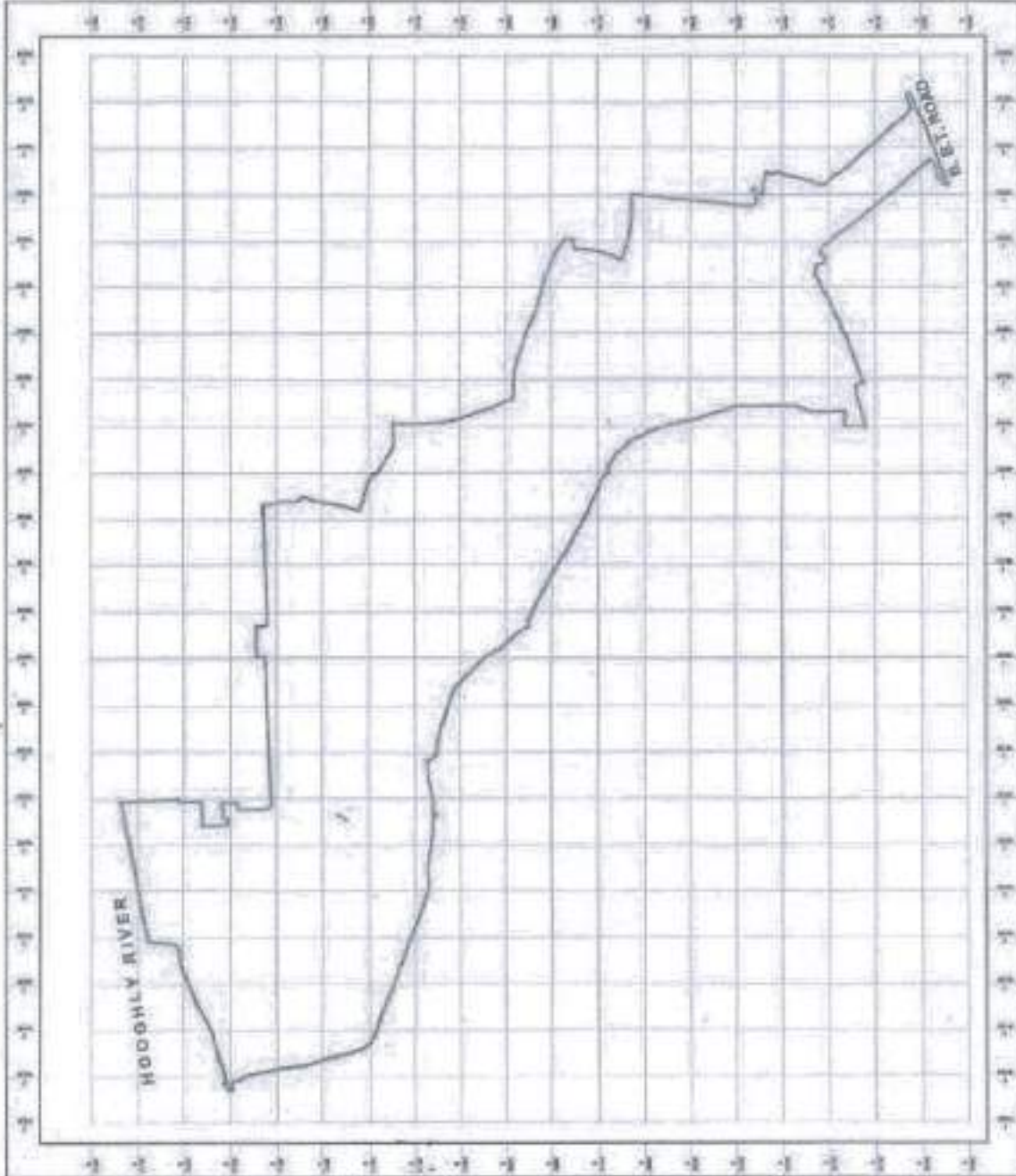
SCALE: 2 CM = 100 METERS

DATE: 10/01/2017

SCALE: 1:1000



ANNEXURE - A



Prepared by
M. S. Dasgupta
10/01/2017

Anurag Dasgupta

SCALE

RDPL LAND - 222.8 ACRES

BATA INDIA LIMITED
TRANIT MANAGEMENT
DIRECTOR-FINANCE

Riverbank Holdings Private Limited
Amrit Dasgupta
Director

Riverbank Developers Pvt. Ltd.
Amrit Dasgupta
Managing Director

Calcutta Metropolitan Group Ltd.
Amrit Dasgupta
Director

PROJECT: CALCUTTA RIVER EDGE

TITLE: CALCUTTA RIVERSIDE MASTER PLAN

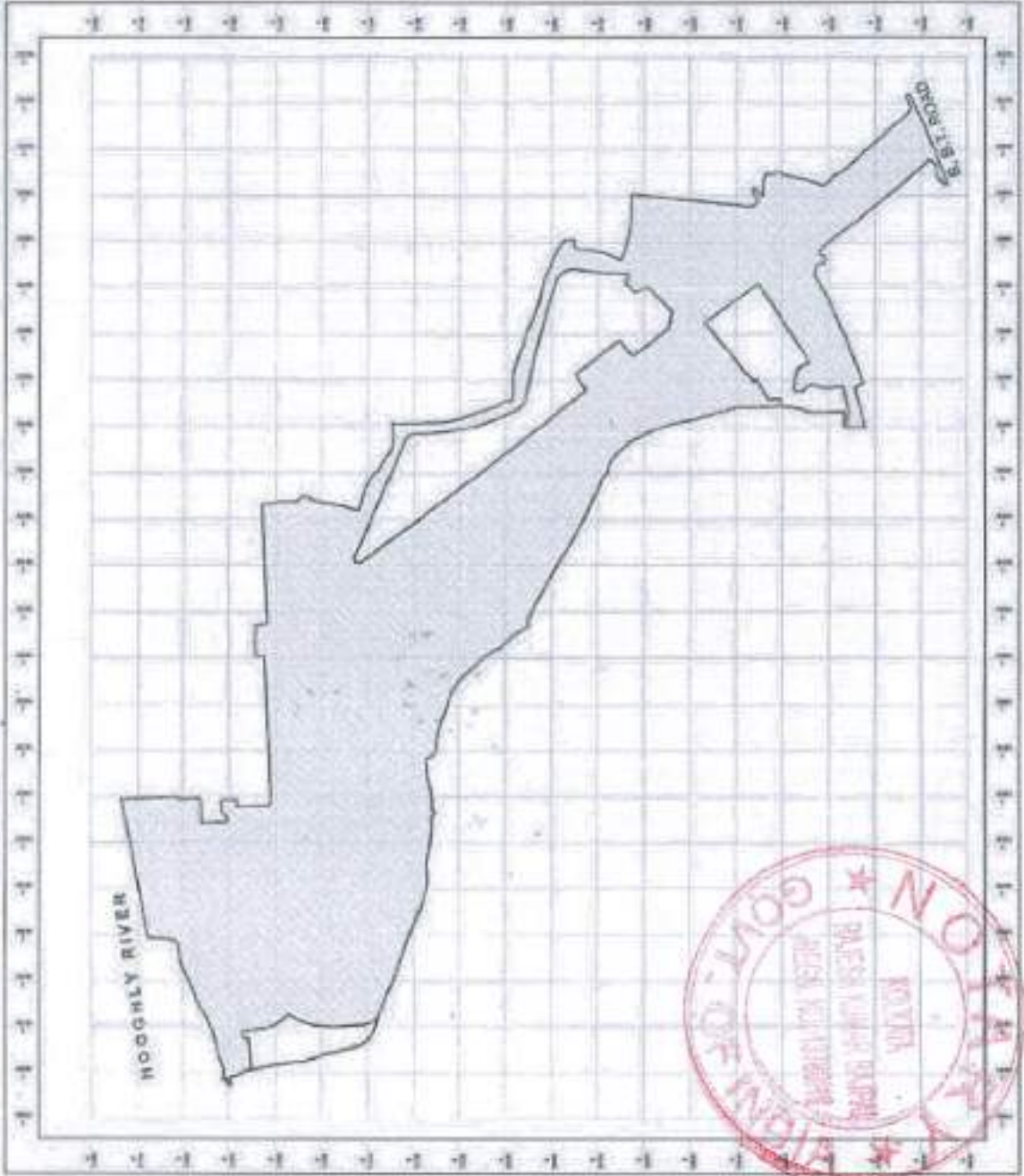
SUB-TITLE: PLAN OF RDPL LAND

7 20 10 20 40 80 METERS



RIVERBANK DEVELOPERS PRIVATE LIMITED

ANNEXURE - C



Amrit Dasgupta

LEGEND

REVISED RD/P/L LAND - 237.9 ACRES

BATA INDIA LIMITED
(Signature)
(RAHJIT MATHUR)
DIRECTOR-FINANCE

Riverbank Holdings Private Limited
(Signature)
Director

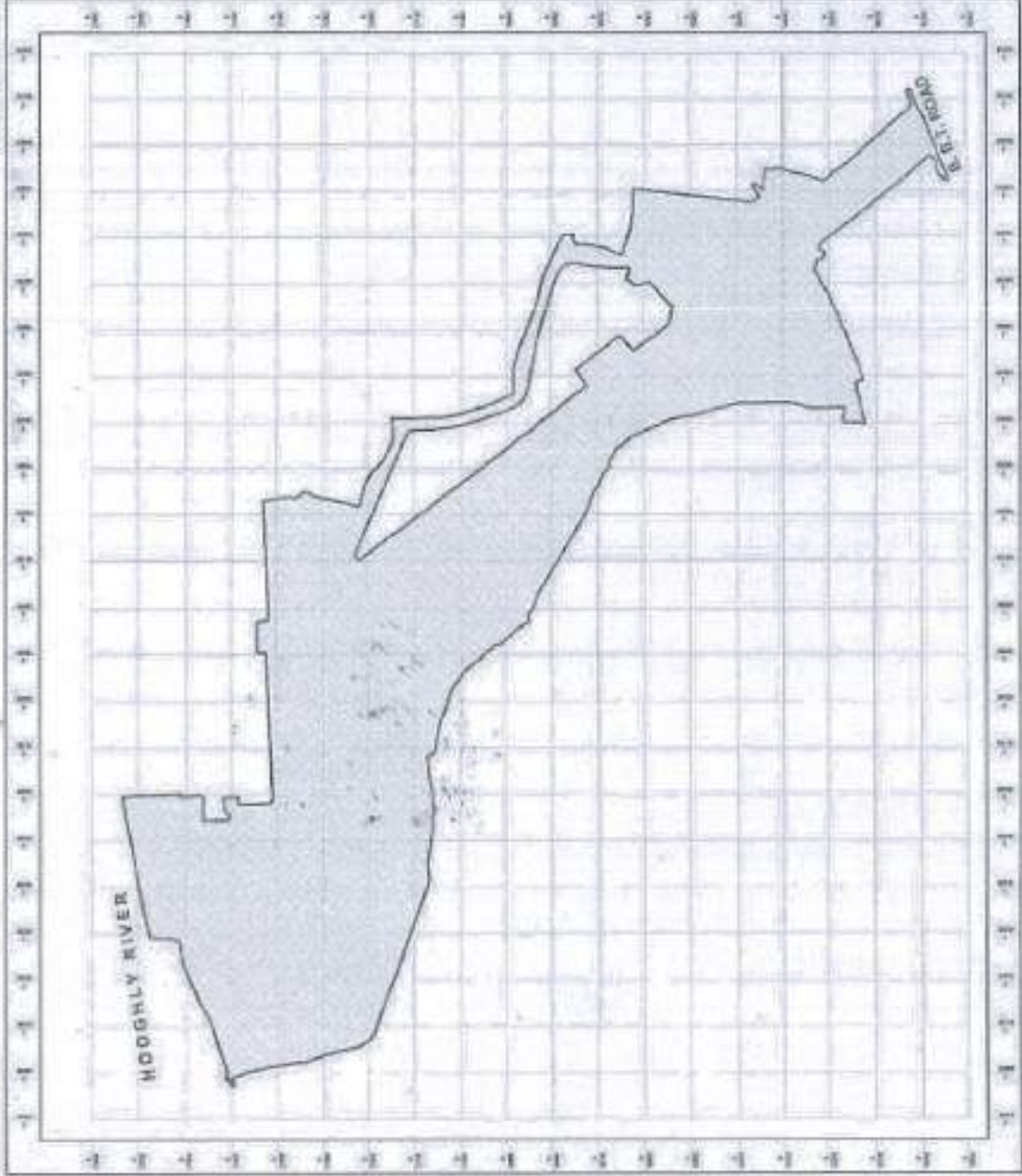
Riverbank Developers Pvt. Ltd.
(Signature)
Managing Director

Calcutta Metropolitan Group Ltd.
(Signature)
Director

PROJECT: CALCUTTA RIVER SIDE
TITLE: CALCUTTA RIVER SIDE MASTER PLAN
SITE TITLE: REVISED PHASE 1A&2A LAND
S. NO. 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100
REVISED RIVER DEVELOPERS PVT. LTD.



ANNEXURE - D



Architectural
Drawing

(Handwritten signature)



Government Of West Bengal
Office Of the D.S.R. -II SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 12832 of 2013
(Serial No. 13031 of 2013 and Query No. 1602L000026848 of 2013)

On 05/12/2013

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

Presented for registration at 17.00 hrs on 05/12/2013, at the Private residence by Sumit Dabriwala, one of the Executants.

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

Execution is admitted on 05/12/2013 by

1. Ranjit Mathur
Director, Bata India Limited, 6 A, S N Banerjee Road, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700013.
By Profession : Business
2. Sumit Kumar Dabriwala
Director, Calcutta Metropolitan Group Limited, 225, A J C Bose Road, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.
By Profession : Business
3. Sumit Dabriwala
Director, Riverbank Holdings Private Limited, 225 C, A J C Bose Road, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.
By Profession : Business
4. Sumit Kumar Dabriwala
Director, Riverbank Developers Private Limited, 225 C, A J C Bose Road, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020.
By Profession : Business

Identified By Deepak Kumar Jajodia, son of B P Jajodia, D-110, Roseward Vill, Sector 49450, Thana -GURGAON CITY, District-Gurgaon, HARYANA, India, , By Caste: Hindu, By Profession: Others.

(Malay Chakraborty)
DISTRICT SUB-REGISTRAR-II

On 06/12/2013

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 : 5, 5(f) of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 53.00/-, on 06/12/2013

(Under Article : E = 21/-, H = 32/-, on 06/12/2013)



(Malay Chakraborty)
DISTRICT SUB-REGISTRAR-II



Government Of West Bengal
Office Of the D.S.R. -II SOUTH 24-PARGANAS
District:-South 24-Parganas



Endorsement For Deed Number : I - 12832 of 2013
(Serial No. 13031 of 2013 and Query No. 1602L000026848 of 2013)

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.-38,39,99,999/-

Certified that the required stamp duty of this document is Rs.- 75020 /- and the Stamp duty paid as Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 74920/- is paid , by the draft number 445489, Draft Date 05/12/2013, Bank : State Bank of India, COMMERCIAL BRANCH KOLKATA, received on 05/12/2013

(Malay Chakraborty)
DISTRICT SUB-REGISTRAR-II



(Malay Chakraborty)
DISTRICT SUB-REGISTRAR-II

SPECIMEN FORM FOR TEN FINGERPRINTS



	Little finger	Ring finger	Middle finger	Fore finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

Signature

Name RANJIT MATHUR



	Little finger	Ring finger	Middle finger	Fore finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

Signature

Name SUNIT KUMAR DABROWALA



	Little finger	Ring finger	Middle finger	Fore finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

Signature _____

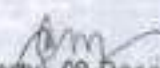
Name _____



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 22
Page from 9476 to 9496
being No 12832 for the year 2013.




(Malay Chakraborty) 09-December-2013
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R. -II SOUTH 24-PARGANAS
West Bengal

Digitally signed by
District Sub-Registrar-II
South 24 Parganas



03635/10

I-3971/10

visit call 706/508/2010



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

C 305998

Certifies that the document is admitted to registration. The signature, name and the endorsement above attached with this document are the part of this document.

[Handwritten Signature]
28/4/2010
DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made on this 28th day of April 2010 by and between:

- (i) **Bata India Limited**, a company incorporated under the Companies Act 1956, having its registered office at 6A, S.N. Banerjee Road, Kolkata - 700 013, having Income Tax PAN No. AABCB10430, represented by its Managing Director, Mr. Marcelo Villagran (hereinafter referred to as "BIL", which term unless repugnant to the context shall mean and include its successors in interest and permitted assigns) of the First Part;
- (ii) **Riverbank Holdings Private Limited**, a company incorporated under the Companies Act 1956, having its registered office at 225C A.J.C. Bose Road, 4th Floor, Kolkata - 700 020, having Income Tax PAN No. AACCR9575J, represented by its Managing Director, Mr. Sumit Dabriwala (hereinafter referred

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

Notary Public for India
Ankur Chatterjee

क्रमांक 14930 23 APR 2010

दिनांक

रुपय 500/-

केवल

R. Singh & Co.

सदरिहास बालु सिंगल प्रोप्रायटरी लिमिटेड का नाम पर

2, Hare Street

Saahil Paul. Kolkata-1



Sumit Dabral



RIVERBANK HOLDINGS PVT. LTD.

Sumit Dabral

Managing Director

(SUMIT DABRAL)

RIVERBANK DEVELOPERS PVT. LTD.

Sumit Dabral

Managing Director

Calcutta Metropolitan Group Ltd.

Sumit Dabral

Director



BATA INDIA LIMITED

(MARCELO VILLAGRAN)

Managing Director.

(MARCELO VILLAGRAN)

Rachika Singh

Director

लोकपाल नाम- श्री सुमित दबल
द्वितीय नाम- साहिल पावल
पि. डि. नगर
संस्थापक अधिकारी कातिब
एच. डि. डि. नगर कोर्ट
इको सिंगल प्रोप्रायटरी लिमिटेड

23 APR 2010



CHITRA LACHHARIA
CHITRA LACHHARIA

CHITRA LACHHARIA



to as "RHPL", which term unless repugnant to the context shall mean and include its successors in interest and permitted assigns) of the Second Part; and

- (iii) **Riverbank Developers Private Limited**, a company incorporated under the Companies Act 1956, having its registered office at 225C A.J.C. Bose Road, 4th Floor, Kolkata - 700 020, having Income Tax PAN No. AADCR7997K, represented by its Managing Director, **Mr. Sumit Dabriwala** (hereinafter referred to as "RDPL", which term unless repugnant to the context shall mean and include its successors in interest and permitted assigns) of the Third Part; and
- (iv) **Calcutta Metropolitan Group Limited**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 225C, A. J. C. Bose Road, 4th floor, Kolkata - 700 020, having Income Tax PAN No. AABCC3006E, represented by its Director, **Mr. Sumit Dabriwala** (hereinafter referred to as the "Confirming Party", which term unless repugnant to the context shall mean and include its successors in interest and permitted assigns) of the Fourth Part.

BIL, RHPL and RDPL are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS:

- A. BIL being absolutely seized and possessed of and sufficiently entitled to all those pieces and parcels of land, ground, hereditaments, buildings, structures and premises admeasuring about 262 acres ("Larger Premises") and more particularly described in the Schedule 1 hereunder written and delineated on the plan hereto annexed at Annexure A and thereon shown surrounded by a red colour boundary line, had entered into a joint venture agreement dated 14 January 2005 ("JVA") with the Confirming Party, to incorporate a joint venture company to undertake the development of the Project (as defined hereinafter), on the terms and conditions contained therein.
- B. In pursuance of the JVA, BIL and the Confirming Party had incorporated RHPL and BIL had obtained the approval of the Government of West Bengal, Department of Land & Land Reforms vide Memo No. 1063-LR/3M-130/05/GE (M) dated 6 April 2006, as attached hereto as Annexure C ("Order") for undertaking the development and implementation of the Project. Under the Order, BIL is required to carry out the development of the Larger Premises through RHPL or any other company or organisation as may be nominated by RHPL and the Governmental authorities have permitted BIL to hold the Larger Premises for

[Handwritten signatures]

Notary Seal No. 13001A
Rajesh Kumar Ghosh
Kolkata, West Bengal

1491

BATA INDIA LIMITED

[Signature]
(SHAI BAL SINHA)
Director-Finance.

(SHAI BAL SINHA)

Identified by me,

Radhika Singh

Advocate

High Court
Calcutta.



[Large handwritten signature]



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[Faint handwritten text at the bottom right]



the purposes of the development of the Project on the Larger Premises through RHPL or any other company or organisation as may be nominated by RHPL.

- C. BIL, the Confirming Party and RHPL had entered into a tripartite agreement dated 18 May 2006 ("Tripartite Agreement") to reflect the understanding between the parties thereto in relation to the development of the Project and to clearly demarcate the respective rights and obligations of the parties, on the terms and conditions contained therein.
- D. BIL and RHPL had also entered into a development agreement dated 18 December 2006 ("First Development Agreement") to reflect the understanding between the parties thereto in relation to the development of the Project by RHPL, on the terms and conditions contained therein.
- E. By an approval dated 21 August, 2006, BIL was granted developer status by the Government of India, Ministry of Commerce and Industry, Department of Commerce (SEZ Section) to develop an information technology/ information technology enabled services special economic zone ("SEZ") on 25 acres of the Larger Premises, as delineated in red on the plan hereto annexed as Annexure B ("RHPL Land"). Subsequently, by an approval dated 13 November, 2006 RHPL was granted the status of a co-developer in respect of the SEZ.
- F. By a deed of novation and assignment dated 8 December 2007 ("Assignment Agreement") RHPL assigned and novated development rights over 237 acres of the Larger Premises to RDPL for undertaking development of the Project. By an agreement dated 8 December 2007 ("Nomination Agreement"), BIL and the Confirming Party have recorded their understanding on nomination of directors and voting on certain items, before the RHPL board.
- G. In fulfillment of its obligations respectively stipulated in paragraphs 4[A](i) and 4[A](ii) of the Order, BIL, by two several registered deeds of gift, both dated 21 January, 2010, gifted and transferred in favour of the Governor of the State of West Bengal, two separate identified and demarcated portions of the Larger Premises, respectively admeasuring 8.70 acres and 4.5 acres.
- H. In pursuance of the aforesaid, the area of the Larger Premises in respect whereof RDPL had the development rights for undertaking the Project, stood varied to admeasure 223.80 acres more or less ("RDPL Land") as delineated in yellow on the plan hereto annexed at Annexure B.
- I. The Parties have agreed to execute this Agreement to vary the terms of the First Development Agreement, and set out the revised terms agreed to by the Parties

[Handwritten signatures]

"Encumbrance" shall mean any option, pledge, mortgage, lien, security interest, claim, charge, pre-emptive right, limitation, restraint, or any other encumbrance of any kind or nature whatsoever;

"Engineering Firm" shall mean Jones Lang Lasalle Meghraj, Cushman & Wakefield, Knight Frank or DTZ any of which may be appointed by the Developer or any other person mutually agreed to by the Parties,

"Excluded Assets" shall have the meaning set forth in Clause 5.8;

"Final Order" shall mean an order passed by a governmental authority or court of law in India in respect of which no appeal or revision application can be made under Applicable Laws;

"First Development Agreement" shall have the meaning set forth in Recital D;

"JVA" shall have the meaning set forth in Recital A;

"New Employee Housing" shall mean the new employee housing on the demarcated and identified portion of the Scheduled Premises as set forth in Schedule 2 for residence of the employees of BIL and delineated on the plan hereto annexed at Annexure A and thereon shown surrounded by a yellow colour boundary line;

"Nomination Agreement" shall have the meaning set forth in Recital F;

"Order" shall have the meaning set forth in Recital B and shall include any amendments, orders, clarifications, notifications or communications made by authorities from time to time in relation thereto;

"Order Bank Guarantee" shall have the meaning set forth in Clause 3.1;

"Order Facilities" shall mean the facilities to be constructed/created on the Scheduled Premises, as required under paragraph 4A and 4B of the Order and set forth in Schedule 3 which may be varied in accordance with any further clarifications, orders, notifications or communications from any governmental authorities;

"Princep Riverfront BIL Apartments" shall mean a collective super built up area of 324,548 square feet of apartments in Princep Riverfront Homes which shall be allocated by the Developer such that apartments are reasonably distributed amongst the towers comprising the Princep Riverfront Homes

Handwritten signature
↓

