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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

05/12/13
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ADDENDUM

Director Sub-Register-H
Alipora, South 24 Parganas

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. **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. AABCB1043Q, 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 Dabriwala (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. AADCR7997K, represented by its Managing Director, Mr. Sumit Kumar

Riverbank Developers Pvt. Ltd.

Sumanta Dabriwala
Authorized Signatory.

Serial No. 58883.

Name Riverbank Developers Pvt. Ltd.

Address 225C, A.J.C. Bose Road
71, Park Street, (Room No-14)
Kolkata-700 016
4th Floor, Kolkata- 700 020

9 OCT 2013

Date Licensee/Stamp Vendor
S. SARKAR

Sumit Dabral



6514

Riverbank Holdings Private Limited

Sumit Dabral

Director

SUMIT KUMAR DABRAL



6514

Riverbank Developers Pvt. Ltd.

Sumit Dabral

Managing Director



6514

Calcutta Metropolitan Group Ltd.

Sumit Dabral

Director

District Sub-Register-II
Alipore, South 24 Parganas

5 DEC 2013

Deepak

Riverbank Developers Pvt. Ltd.

Sumita Dabral

Authorized Signatory.

(DEEPAK KUMAR JADODIA)

S/o Shri. B.P. JADODIA - D-110 Rosulad villa, Sector-49 & 50, Lurgan,

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

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. AABCC3006E, represented by its Director, Mr. Sumit Kumar 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, 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-130/05/GE (M) dated April 6, 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 organisation 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, 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 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 8.70 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**").



6515

BATA INDIA LIMITED

Ranjit Mathur
(RANJIT MATHUR)
DIRECTOR-FINANCE



Deepak

(DEEPAK KUNDA JAJODIA)

S/o Shri B. B. Jajodia, address:- D-110, Rosewad villa, sector-49A50, Gurgaon.

m.p.s. - Gurgaon.
District Sub-Register-II
Alipore, South 24 Parganas

5 DEC 2013

Riverbank Developers Pvt. Ltd.

Smranta Senapati
Authorized Signatory.

- I. 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 admeasuring 248.80 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.
- J. 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**").
- K. 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 RDPL such that the original intention of the Parties may be implemented.
- L. 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.
- M. BIL acknowledges that, pursuant to the terms of the Second Development Agreement, RDPL has completed delivery of the New Employee Housing.
- N. 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;

[Handwritten signature]

[Handwritten signature]

Riverbank Developers Pvt. Ltd.
[Handwritten signature]
 Authorized Signatory.

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

"JVA" 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 I 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.

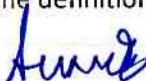
2.3 It is hereby clarified that the Development Rights granted herein to RDPL over the Gifted Land shall be utilized by RDPL strictly in accordance with the terms and conditions of the Second Development Agreement.

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'



Riverbank Developers Pvt. Ltd.

Authorized Signatory.

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 areas 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 6.1 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 thereby 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.



Riverbank Developers Pvt. Ltd.



Authorized Signatory.

5. SECOND DEVELOPMENT AGREEMENT

5.1 This Addendum shall be supplemental to the Second Development Agreement. Save and except the revisions, additions and amendments 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.



Riverbank Developers Pvt. Ltd.

Authorized Signatory.

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

SIGNED AND DELIVERED BY BATA INDIA LIMITED

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

BATA INDIA LIMITED
[Signature]
(**RANJIT MATHUR**)
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

Riverbank Developers Pvt. Ltd.
[Signature]
Authorized Signatory

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 Mahestala Municipality, Batanagar, 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), 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.

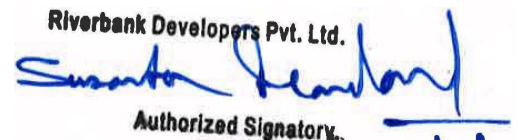
Mouza Jagtala

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, 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, 9/61, 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.



Riverbank Developers Pvt. Ltd.

Authorized Signatory.

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 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.

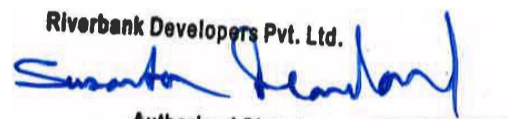
Mouza Jagtala

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 Mirpur

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

Riverbank Developers Pvt. Ltd.

Authorized Signatory.

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	7	19824	4295	24119
Golf Green	27	64604	13998	78602
Lake Town	15	28138	6097	34235
Princep	61	160335	34739	195074
Total	110	272901	59129	332030

As Annex

Riverbank Developers Pvt. Ltd.
Susanta Sen
Authorized Signatory.

SCHEDULE 4: DETAILS OF BIL APARTMENTS

AREA ALLOCATION FOR BATA INDIA LIMITED					
Sl No.	Segment	Tower	Floor No.	Apartment Type	SBU (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	CDX1	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	CDX1	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	VIII	8	CDX1	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	A8/a (a)	2029
48	Lake Town	IV	3	A8/b(b)	1450
49	Lake Town	IV	3	B10(b)	1800
50	Princep	I	2	B8(a)	1920
51	Princep	I	3	B8(a)	1920

S. Kumar

Riverbank Developers Pvt. Ltd.

 Authorized Signatory.

AREA ALLOCATION FOR BATA INDIA LIMITED					
Sl No.	Segment	Tower	Floor No.	Apartment Type	SBU (in sq. ft.)
52	Princep	I	2	BDX5(d)	3605
53	Princep	I	Upper Podium	A1	1857
54	Princep	I	Upper Podium	A2	1857
55	Princep	I	Podium	AG1	1917
56	Princep	I	8	BDX4(b)	3125
57	Princep	I	12	BDX4(b)	3125
58	Princep	I	18	BDX4(b)	3125
59	Princep	I	20	BDX4(b)	3125
60	Princep	I	22	BDX4(b)	3125
61	Princep	I	Upper Podium	AG6	2382
62	Princep	I	Podium	AG2	1916
63	Princep	I	Podium	AG3	2055
64	Princep	I	Podium	BDXG4	3924
65	Princep	I	Podium	BDXG5	4035
66	Princep	I	Upper Podium	BDXG6	2736
67	Princep	I	Upper Podium	AG5	2041
68	Princep	I	Podium	BDXG1(b)	2907
69	Princep	I	Podium	AG4	2237
70	Princep	I	Podium	BDXG1(a)	2886
71	Princep	I	Podium	BDXG2	3458
72	Princep	I	Upper Podium	B9	2498
73	Princep	I	Podium	BDXG	3437
74	Princep	I	Podium	BDXG3	3311
75	Princep	I	2	BDX4(b)	3125
76	Princep	I	4	BDX4(b)	3125
77	Princep	I	6	BDX4(b)	3125
78	Princep	I	14	CDX1(c)	3172
79	Princep	I	14	CDX2(b)	3291
80	Princep	I	16	CDX2(b)	3291
81	Princep	I	20	CDX2(b)	3291
82	Princep	I	22	BDX1(b)	2669
83	Princep	I	6	BDX7(a)	2012
84	Princep	I	20	BDX6(a)	3212
85	Princep	I	2	B2(c)	1991
86	Princep	I	6	BDX3(c)	2918
87	Princep	I	14	BDX3(c)	2918
88	Princep	I	16	BDX3(c)	2918
89	Princep	I	20	BDX3(c)	2918
90	Princep	I	24	BDX3(c)	2918
91	Princep	I	2	B1/a (d)	1989
92	Princep	I	2	ADX1(c)	1900
93	Princep	I	4	ADX1(c)	1900
94	Princep	I	10	ADX1(c)	1900
95	Princep	I	22	ADX1(c)	1900
96	Princep	I	6	CDX2(b)	3291
97	Princep	I	24	CDX2(b)	3291
98	Princep	I	22	BDX2 (a)	2610
99	Princep	I	2	BDX7(a)	2012
100	Princep	I	2	BDX7(b)	2012
101	Princep	I	4	BDX7(a)	2012
102	Princep	I	6	BDX7(b)	2012
103	Princep	I	8	BDX7(a)	2012
104	Princep	I	10	BDX7(a)	2012

[Handwritten signature]

Riverbank Developers Pvt. Ltd.
[Handwritten signature]
 Authorized Signatory.

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

Handwritten signature

Riverbank Developers Pvt. Ltd.
Swanta Senapati
 Authorized Signatory.

LEGEND

262.0 ACRES

RHPL LAND AREA - 25 ACRES

BATA INDIA LIMITED
(Signature)
(RANJIT 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 RIVERSIDE MASTER PLAN

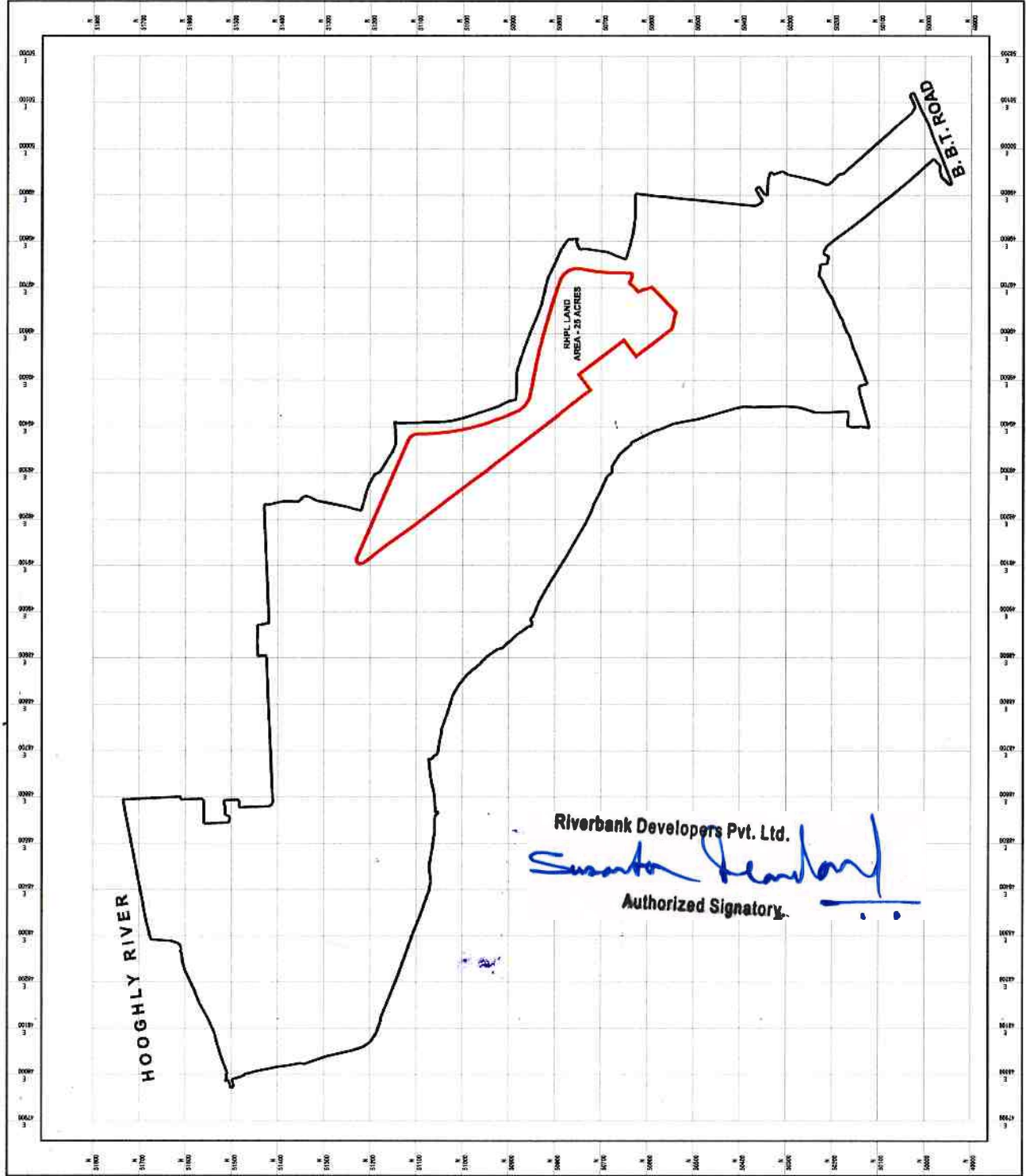
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0 50 100 200 400 DWG NO: CSRDP/0-02



RIVER BANK DEVELOPERS PVT. LTD.

ANNEXURE - B



(Handwritten signature)

LEGEND



LARGER PREMISES - 262.0 ACRES LAND

BATA INDIAN LIMITED
(TRANSIT TO FINANCE)
DIRECTOR-FINANCE

Riverbank Holdings Private Limited

Sumit Sabherwal
Director

Riverbank Developers Pvt. Ltd.

Sumit Sabherwal
Managing Director

Calcutta Metropolitan Group Ltd.

Sumit Sabherwal
Director

PROJECT: CALCUTTA RIVER SIDE

TITLE: CALCUTTA RIVERSIDE MASTER PLAN

SUB-TITLE: **PLAN OF LARGER PREMISES**

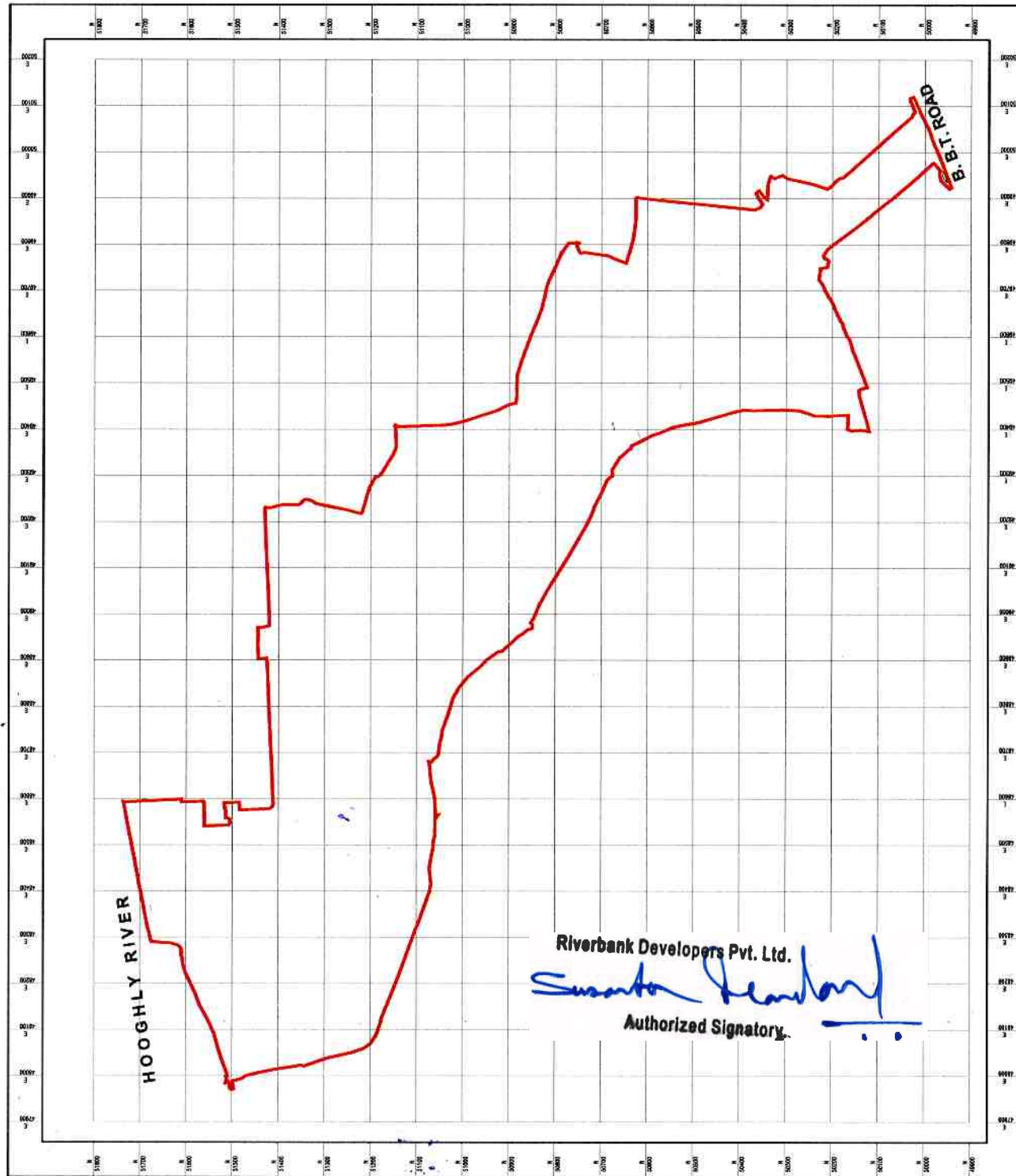
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DWG NO: CRSD/DP/JD-01



RIVER BANK DEVELOPERS PVT. LTD.

ANNEXURE - A



Sumit

LEGEND



RDPL LAND - 223.8 ACRES

BATA INDIA LIMITED
(RANJIT MAHAR)
DIRECTOR-FINANCE

Riverbank Holdings Private Limited

Sumita Debbarma
Director

Riverbank Developers Pvt. Ltd.

Sumita Debbarma
Managing Director

Calcutta Metropolitan Group Ltd.

Sumita Debbarma
Director

PROJECT: CALCUTTA RIVER SIDE

TITLE: CALCUTTA RIVERSIDE MASTER PLAN

SUB-TITLE: PLAN OF RDPL LAND

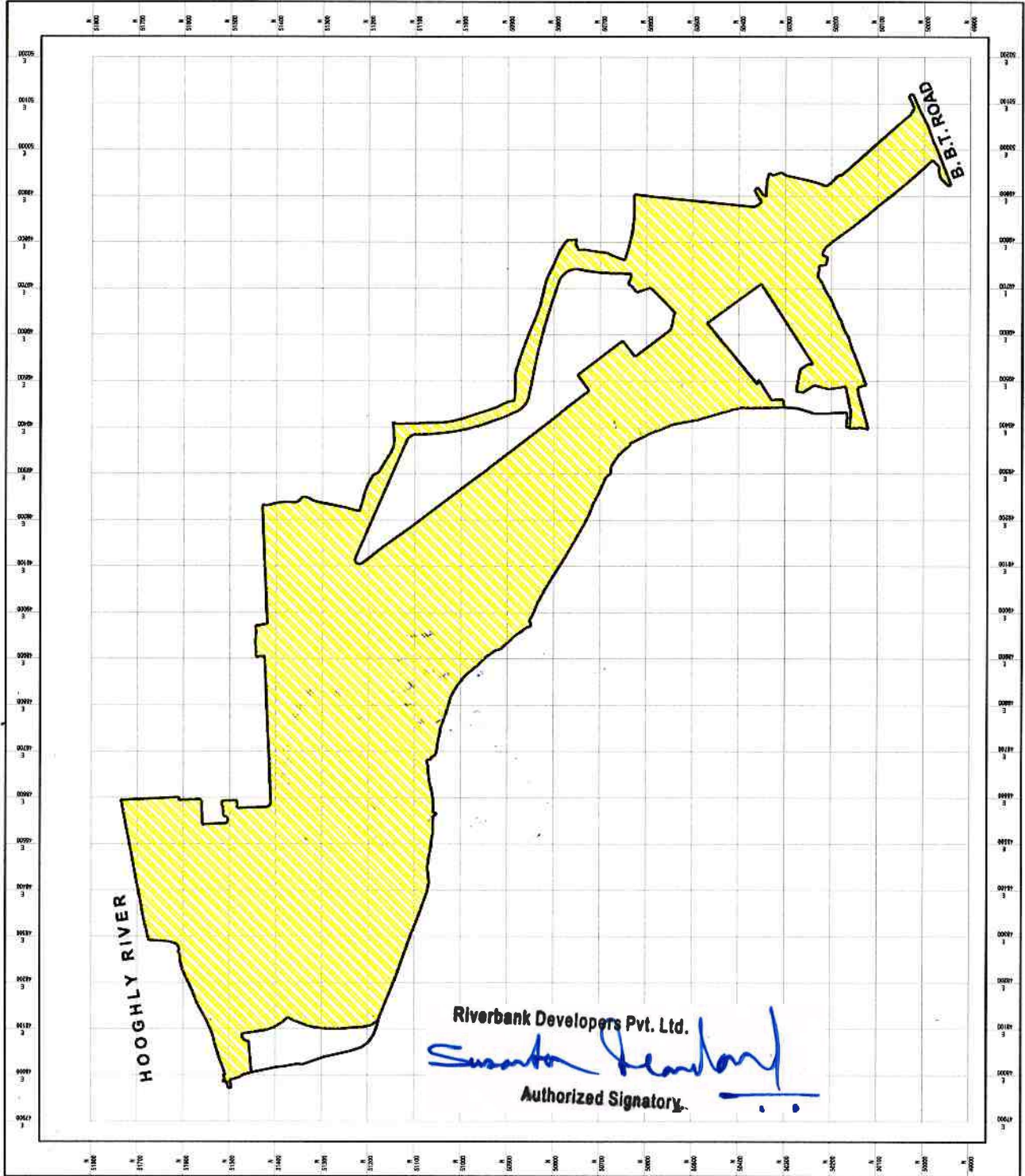
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DWG NO: CSR/DP/CD-03



RIVER BANK DEVELOPERS PVT. LTD.

ANNEXURE - C



Riverbank Developers Pvt. Ltd.
Sumita Debbarma
Authorized Signatory.

Sumita

LEGEND



REVISED RDPL LAND - 237.0 ACRES

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

Riverbank Holdings Private Limited
(Signature)
Director

Riverbank Developers Pvt. Ltd.
(Signature)
Managing Director

Calcutta Metropolitan Group Ltd.
(Signature)
Director

PROJECT: CALCUTTA RIVERSIDE

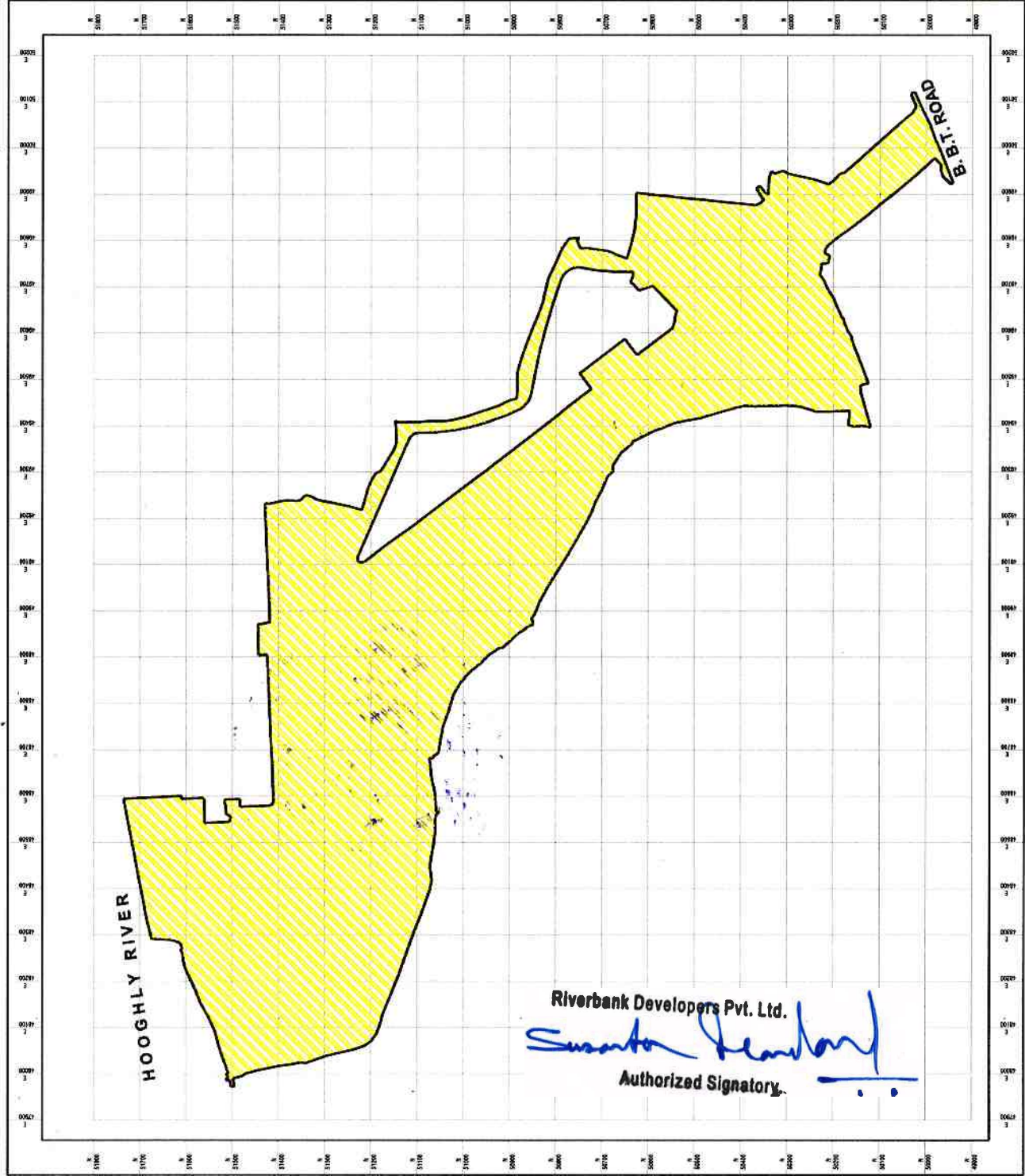
TITLE: CALCUTTA RIVERSIDE MASTER PLAN

SUB-TITLE: REVISED PLAN OF RDPL LAND

0 50 100 200 400
DWG NO: CASRDPLD-04

RIVER BANK DEVELOPERS PVT. LTD.

ANNEXURE - D



(Signature)



Government Of West Bengal
Office Of the D.S.R. - I I 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 = 28/- ,M(6) = 4/- on 06/12/2013)



Riverbank Developers Pvt. Ltd.

Authorized Signatory.

(Malay Chakraborty)
DISTRICT SUB-REGISTRAR-II



Government Of West Bengal
Office Of the D.S.R. - I 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: Impressive 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 06/12/2013

(Malay Chakraborty)
DISTRICT SUB-REGISTRAR-II

Riverbank Developers Pvt. Ltd.

Authorized Signatory.



(Malay Chakraborty)
DISTRICT SUB-REGISTRAR-II
EndorsementPage 2 of 2

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 _____

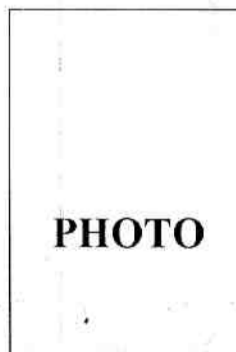
Name RANJIT MATHUR



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

Signature _____

Name SUMIT KUMAR DABRINWALA



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

Signature _____

Name _____

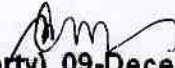
Riverbank Developers Pvt. Ltd.

 Authorized Signatory.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 22
Page from 9476 to 9498
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

Riverbank Developers Pvt. Ltd.

Authorized Signatory.