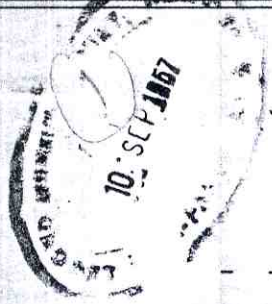
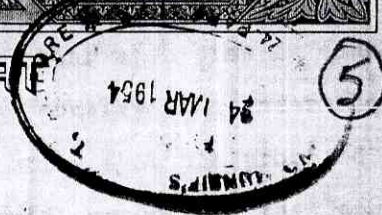


স্মারিত সুখ্যা শ্রাট শ্রান



THIS INDENTURE is made the twenty-ninth day of January
 - - one thousand nine hundred and forty-two BETWEEN THE
 GOVERNOR OF THE PROVINCE OF BENGAL (hereinafter called "The
 Governor" which expression where not repugnant to the context
 shall include his successors in office) OF THE ONE PART AND
 MESSRS. BATA SHOE COMPANY LIMITED, a Company registered under
 the Indian Companies Act, and having its registered office
 at No. 1B, Old Post Office Street in the town of Calcutta and
 having a General Office and Factory at Batanagar at 24 ---
 Pargannas (hereinafter called "The Company" which expression
 where not repugnant to the context shall include its --
 successors and assigns) OF THE OTHER PART:

WHEREAS in the month of March one thousand nine --
 hundred and thirty-seven the Company applied to the Governor
 to acquire the premises hereinafter described under the
 Provisions of the Land Acquisition Act, I of 1894, on behalf

of

d
9

te"

1587

W/o Khayden or Salientis

Sold to.....

of..... *Annas. E. G. Khayden*

Rs 7/2. *Annas. E. G. Khayden*

Date..... APR 18 1935

W/o Khayden or Salientis
M. S. Lamp Vender,
COURT of Small Causes, Calcutta

10 SEP 1957

24 MAR 1954

of the Company to enable the Company to construct thereon such buildings and factories as may be required by the Company for manufacture of shoes and shoe materials and dwelling houses for the employees of the Company and also for the construction of other buildings and constructions generally as would be necessary for the above purposes as well as for other amenities in connection therewith, and the Governor after enquiry held under the provisions of the said Act being satisfied that the proposed acquisition was needed for the aforesaid purpose and that the said work was likely to prove useful to the public, consented to acquire the said premises on behalf of the Company.

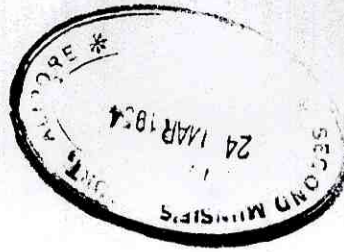
AND WHEREAS pursuant to the provisions of Section 41 of the said Act the Company entered into an Agreement with the Governor bearing date the Twentieth day of July one thousand nine hundred and thirty nine whereby it was agreed inter alia that the Company should pay to the Government of Bengal all compensation to be awarded and all costs, charges and expenses payable in respect of the said acquisition and that the Company should construct and complete on the said premises the necessary buildings and plant for the said Factory within six years from the date on which possession of the said premises should be given to the Company and it was also agreed that the Governor should execute and do all acts and deeds necessary and proper for vesting the said premises in the Company.

AND WHEREAS the Governor proceeded to acquire the said premises and a Declaration No.8043-L.A.dated the 21st July 1939 under Section 6 of the said Act that the ~~said~~ land was needed for the said purpose was duly published in the "Calcutta Gazette"

of



3.-



of the Twenty-seventh July one thousand nine hundred and --
thirty-nine.

AND WHEREAS the Collector of 24-Pargannas having duly held an enquiry made an award of compensation under Section 11 of the said Act and duly took possession under Section 16 of the said Act of the premises which thereupon vested absolutely in the Crown free from all encumbrances.

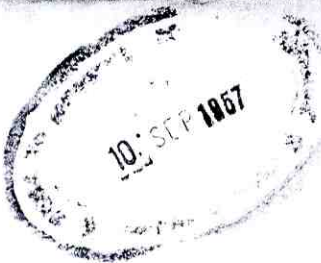
AND WHEREAS on the Eighteenth day of October one thousand nine hundred and forty possession of the said premises was made over by the Governor to the Company.

AND WHEREAS the Company has deposited with the Collector on the Twenty-seventh January one thousand nine hundred and forty the sum of Rs.91,195-0-9 (Rs.Ninety-one thousand one hundred and ninetyfive and pies nine only) being the amount so far demanded under clause (2) of the aforesaid Agreement under section 41 of the Land Acquisition Act, I of 1894, and whereas the Company admits its liability to pay any further sum or sums demanded under clause (1) or (2) of the aforesaid Agreement.

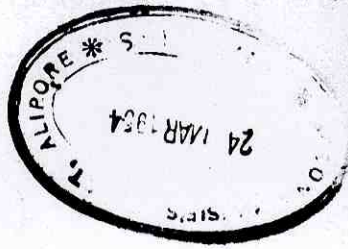
AND WHEREAS the said premises are by virtue of the Adaptation of Indian Laws Order 1937 made under Section 293 of the Government of India Act,1935, vested in the Crown in trust for the Company and the Company has requested the Governor on behalf of the Crown to execute these presents for the purpose of vesting the said premises in the Company in accordance with the said Agreement.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement the Governor on behalf of the Crown and acting

under



4.-

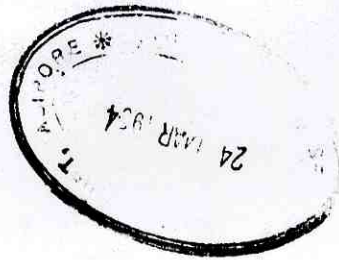


under the provisions of Section 59 of ~~the~~ Government of India Act, 1935, DO TH HEREBY GRANT TRANSFER CONVEY AND ASSIGN unto the Company ALL THAT piece or parcel of land more particularly -- delineated in the plan hereunto annexed and described in the Schedule hereunder written with its appurtenances hereinbefore and hereinafter referred as ~~the~~ the said premises TO HOLD unto the Company absolutely free of revenue and free from encumbrances but subject to the provists following that is to say PROVIDED ALWAYS and it is hereby agreed and declared that if at any time hereafter the said premises shall (except with the sanction in writing of the Governor first had and obtained) be used by the Company for any purpose other than the Factory or purposes incidental thereto or if the said premises for a period of twelve consecutive months cease to be held and used or cease to be required for such purpose or purposes the Governor may re-enter upon and take possession of the said premises together with all buildings thereon (whether such buildings were erected before or after transfer of the land to the Company) which shall thereupon vest in the Crown, absolutely and the Governor may either sell the said premises and buildings thereon and upon such sale the Governor shall after deducting the expenses of taking -- possession and selling pay the balance of the proceeds of sale to the Company or the Governor may retain the said premises together with all buildings there in which case the Governor shall repay to the Company the market value as on the day of re-entry of all the buildings erected by the Company and all sums received from the Company in respect of the aforesaid -- compensation (less the statutory allowance of Fifteen per cent

and

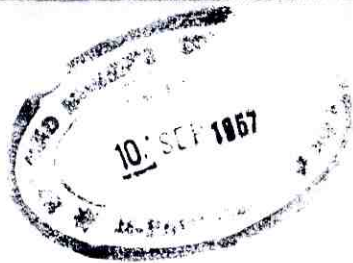


5.-

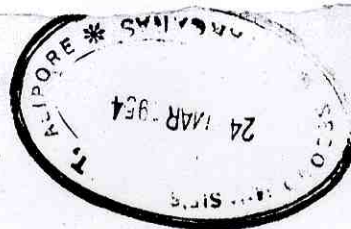


and less any amount received from the Company on account of trees and buildings which are not in existence at the time of resumption) but not sums received on account of costs, charges and expenses provided also that any dispute arise as regards the market value of the above buildings erected by the Company the same shall be referred to the Government of Bengal and the opinion and decision of the said Government upon such dispute shall be final and conclusive and binding upon the parties hereto provided also that if at any time hereafter the Governor on -- behalf of the Crown shall become entitled to exercise the power of resumption of the said premises and shall fail to exercise such power the Company may at any time give to the Governor -- notice in writing calling upon him to exercise such power and if the said power shall not be exercised within one year after receipt of such notice by him the same shall be deemed to be waived and thereafter shall cease to be exercisable and the said premises shall thenceforth be and remain vested in the Company absolutely and for ever AND the Governor hereby covenants with the Company that he has not at any time done or knowingly omitted or suffered any act, deed or thing whereby he is in any way - prevented or restrained from transferring the said premises unto the Company in manner aforesaid AND the Company hereby covenants with the Governor that subject to the provisos hereinbefore contained the Company shall give reasonable facilities to the public to enjoy the benefits of the acquisition of the said land in the following manner :-

- (a) The Company shall at its own expenses and costs make and construct a road leading from the District Board



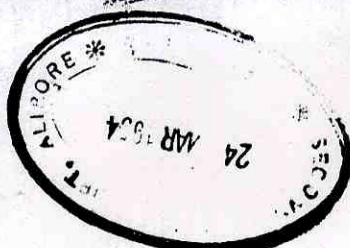
6.-



Board along the railway embankment and around the said land and joining the village road at plot 842 in Mauza Bangla, such road shall at least be of the type of the existing village road near the said plot 842 in Mauza Bangla.

- (b) The Company shall at its own expense and costs build and construct a Thakursthan (temple) on the south-eastern portion of the present plot No.228 in mauza Nangi and the removal of the Thakur now situated in a portion of plot No.230 in mauza to the new site shall also be borne and paid by the Company.
- (c) The Company shall provide a road for access to the burial ground in plot No.77 in mauza Jagtola up to plot No.844 in mauza Bangla.
- (d) The Company shall furnish at its own expenses ten additional hydrants at convenient places outside the Factory works for the supply of drinking water to the public and shall supply such hydrants with a constant and sufficient supply of water from the water-works which the Company has -- installed for its factory.
- (e) The Company shall train not less than five students per annum in the various processes carried on in the Company's works. The selection of such students shall be made by the Company annually from the number of candidates nominated by the Director of Industries, Bengal, or such other officer as may be nominated by the Government of Bengal for the purpose. The Company shall not charge any fees or premium of any kind for such training.

(f)



7.-

- (f) The Company shall admit at least six passed students of the Boot and Shoe making Department of the - Bengal Tanning Institute in its factory at Batanagar and give them facilities for substantial training in the factory system of work and shall not charge any premium or fees for the same.
- (g) If on any future date, the Company starts a tannery, it should give similar facilities for practical - training in its tannery to at least six passed students of the Bengal Tanning Institute.
- (h) The period of and the quality of the training to be imparted in both the cases will be determined by the Director of Industries in consultation with the firm's representative.
- (i) The Company shall also include among others at least two students from the Bengal Tanning Institute who have received further training at their Factory at Batanagar in the batch of young Indians sent by them from time to time for specialised training at their Home Factory at Zlin.
- (j) In appointing officers and employees the firm shall give first preference to the people of Bengal.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece of land situated in the Mouzas Nangi, Bangla and Jagtala, thana Mahestala, Pargana Balia district -- 24-Pargannas containing an area of B 105-C2 equivalent to 34.75 acres comprising cadastral plot Nos. 1345, 1349, 1354, 1355 and

10 SEP 1957

MILPORE * 24 MAR 1954


8.-

and portions of cadastral plots Nos.1334, 1335, 1336, 1339 to 1344, 1346, 1348, 1350 to 1353, 1356 and 1712 in village Nangi, Cadastral plots Nos. ²⁸⁹ ~~288~~ to 292, 294 to 306, 327, 362, 365 to 368, 370, 403, 404, 406, 407, 408, 418, 420, 423, and portions of cadastral plots Nos.283, 284, 285, 293, 307, 308, 324 to 326, ~~328~~, 329, 330, 345, 347, 363, 364, 369, 371, 372, 373, 397, 399, 401, 402, 405, 409, 410, 415 to 417, 419, 421, 422, 424, 426 and 919, 921, 924 in village Bangla and cadastral plots Nos.20, 21, 23, 24, 25, 63, 64, 65, 66, 67, 69, 74 to 77, 82, 203 to 211, 220, 251 to 256, 740 to 743, 739 and portions of cadastral plots Nos.16, 17, 18, 19, 22, 26, 30, 31, 42, 52,53, 58 to 62, 68, 70, 73, 78, 79, 80, 81, 83, 84, 85, 90, 91,92, 101,191,192,193, to 197, ~~201~~, 202, 212, 213, 216 to 219, 221, 225, 249, 250, 257 to 259 in village Jagtala.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals the day and year first above written .

SIGNED SEALED AND DELIVERED by Secretary to the Government of Bengal, Revenue Department, for and on behalf of the Governor of the Province of Bengal in - the presence of :-

Mukherjee
Stenographer


Secretary
to the Government of Bengal,
Revenue Department



THE COMMON SEAL of the above-named Bata Shoe Company Limited was hereto affixed in the -- presence of Mr. John Bartos a Director of the Company who has signed in the presence of

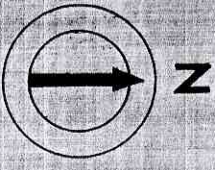
John Bartos
Director
En. Bose
Head, Office

John Bartos
Managing Director.

NANGI



SCALE 1/4" INCHES TO ONE MILE.



Secretary
to the Government of Bengal,
Revenue Department.

[Handwritten signature]

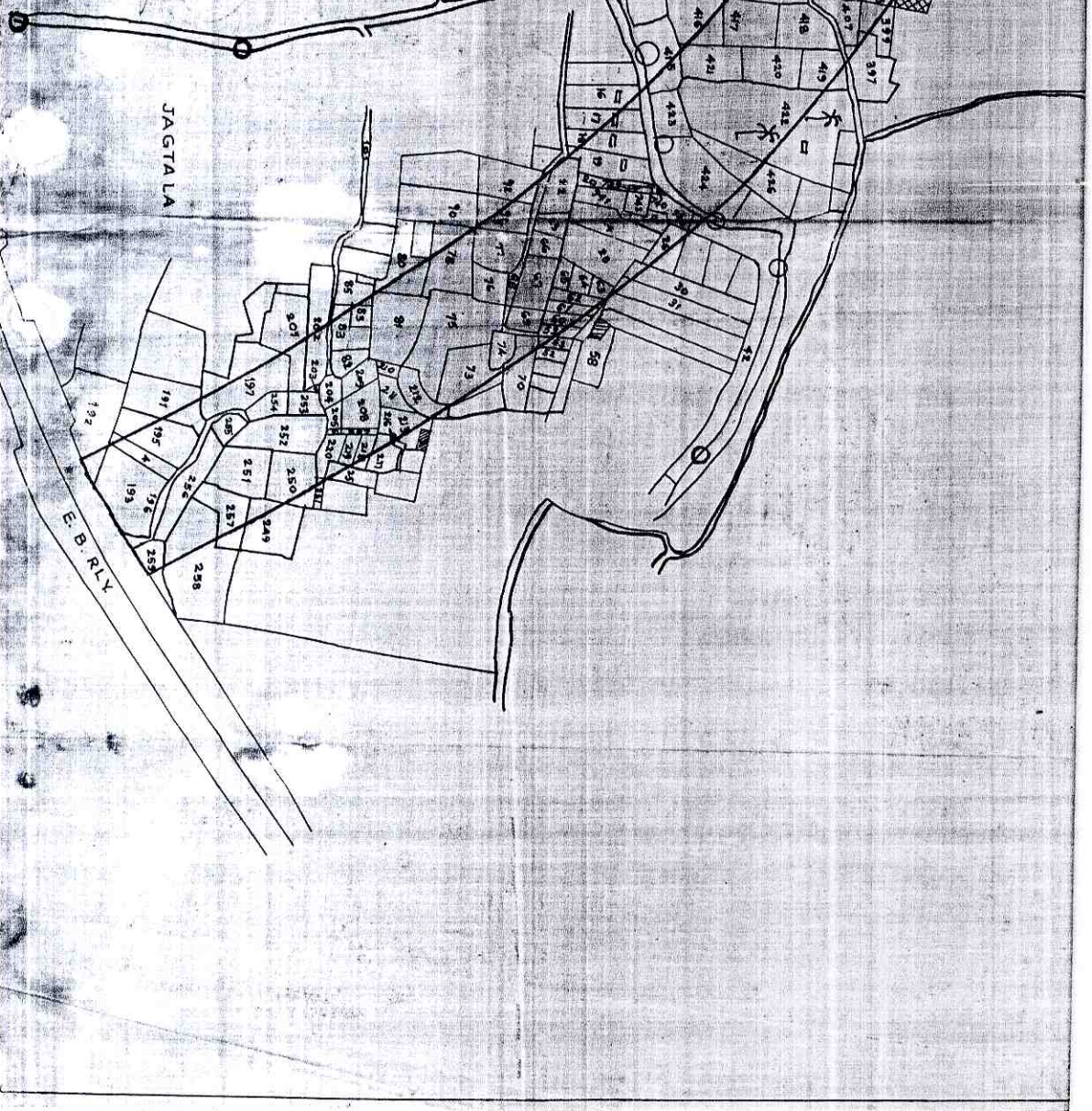


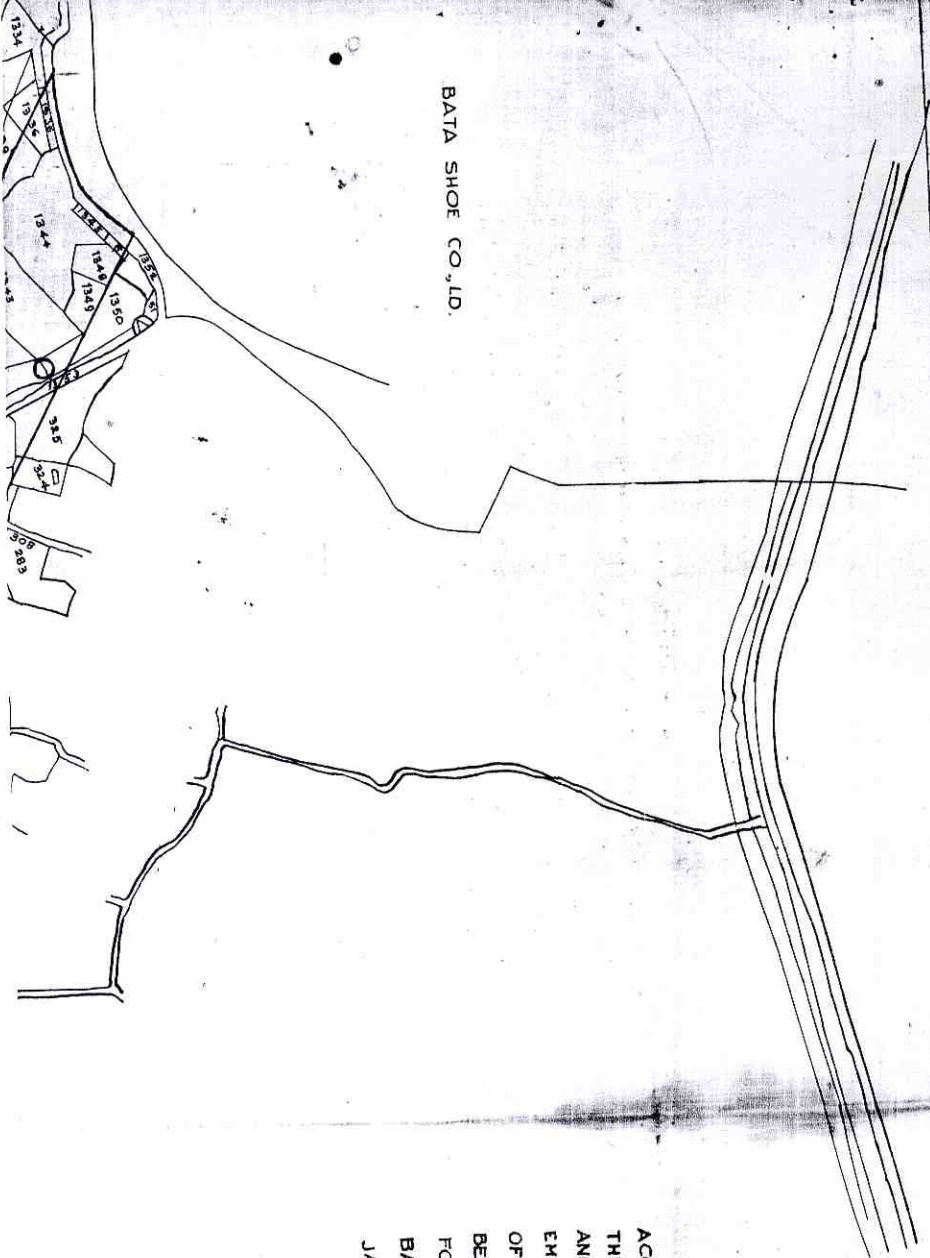
Witness
[Handwritten signature]
Managing Director.

[Handwritten notes and signatures]

JAGTALA

BANGLA





BATA SHOE CO., LD.



A PLAN OF LAND

ACQUIRED FOR THE EXTENSION OF EXISTING FACTORIES FOR THE MANUFACTURE OF SHOES AND SHOE MATERIALS, OTHER LEATHER AND RUBBER GOOD AND FOR BUILDING DWELLING HOUSES FOR THE EMPLOYEES OF THE COMPANY AND ALSO FOR THE CONSTRUCTION OF OTHER BUILDINGS AND CONSTRUCTION GENERALLY AS WOULD BE NECESSARY FOR THE PURPOSES AFORESAID AS WELL AS FOR OTHER AMENITIES IN CONNECTION THEREWITH AT BATANAGAR IN THE VILLAGE OF NANGLI, BANGALA AND JAGTALA.

SCALE: 330 FT = 1 IN
 LAND ACQUIRED BOUNDED PINK
 AREA: 105 BI. 2 KA. 2 CH. OR 34.37 ACRES.

* Plain copy of
M. A. C.

DATED THIS 29th DAY OF January 1944

4A (C)

THE GOVERNOR OF THE PROVINCE OF
BENGAL

TO

MESSRS. BATA SHOE CO. LTD.



DEED OF TRANSFER