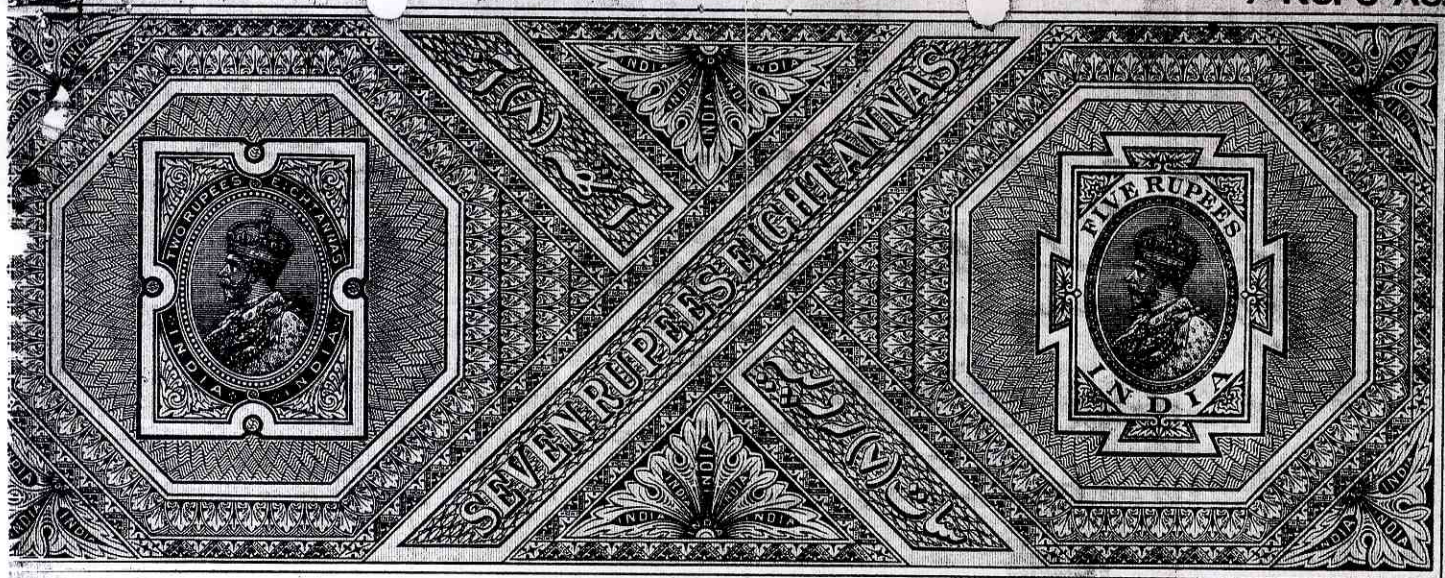


Factory

7 Rs. 8 As.



সাত রূপা আঠ আনা



THIS INDENTURE made the *fifteenth* day of *September* one thousand nine hundred and forty-~~two~~ *three* 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 (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



1588 *W. Khaytan & Co. Editors*

Sold to .....

*Rs. 7/8* .. *Old* .. *Rest of price* .. *Rs. 1/4*

*Rs. 7/8* .. *Same* .. *Annas* .. *only* ..

Date .....

APR 18 1935

*Sachin Chandra Mukherjee*  
Licensed Stamp Vender,  
Court of Small Causes, Calcutta

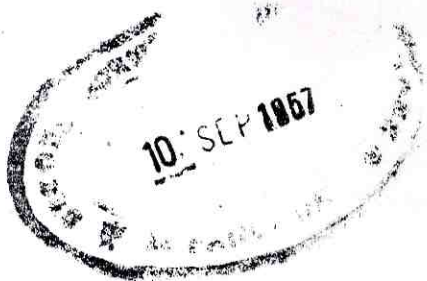




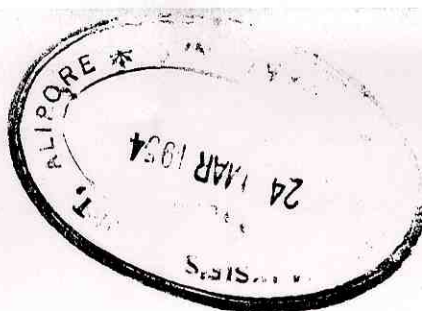
of the Company to enable the Company to construct thereon such buildings and factories as may be required by the Company for manufacture of shoes and shoe materials and dwelling houses for the employees of the Company and also for the construction of other buildings and constructions generally as would 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 where it was agreed inter alia that the Company should pay 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 about 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.1425-L.A.Dated the Fifth February one thousand nine hundred and forty under Section 6 of the  
said



-3-



said Act that the land was needed for the said purpose was duly published in the "Calcutta Gazette" of the Eighth February one thousand nine hundred and forty;

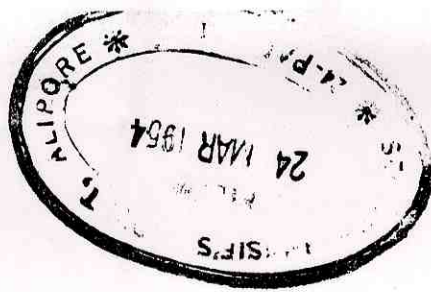
AND WHEREAS the Collector of 24-Pargannas having duly held an enquiry made an award of compensation under Section 11 of the said Act and duly took possession under Section 16 of the said Act of the premises which thereupon vested absolutely in the Crown free from all encumbrances;

AND WHEREAS on the Twenty-ninth day of March one thousand nine hundred and forty-one 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 Seventeenth April one thousand nine hundred and forty the sum of Rs.10,000/- (Rupees Ten thousand) and on the Twenty-eighth January one thousand nine hundred and forty-one the sum of Rs.1,22,178-4-9 (Rs.One lakh, twenty-two thousand, one hundred and seventy-eight annas four and pies nine only) making a total sum of Rs.1,32,178-4-9 (Rs.One lakh, thirty-two thousand, one hundred and seventy-eight annas four and pies nine only) being the amount so far demanded under clause (1) and 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





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 the provisions of Section 59 of Government of India Act, 1935. Doth 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 said premises TO HOLD unto the Company absolutely free of revenue and free from encumbrances but subject to the provisos 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

10 SEP 1957

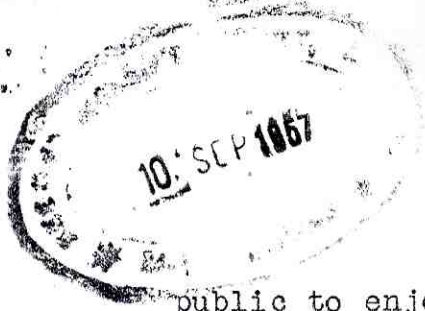
-5-

24 MAR 1954

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 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 should 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 reasonably facilities to the

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public to enjoy the benefits of the acquisitions 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 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 Mouza Bangla.
- (b): The Company shall at its own expense and costs build and construct a Thakursthan (temple) on the south-easter portion of the present plot No.228 in Mouza Nangi and the removal of the Thakur now situated in a portion of Plot No.230 in Mouza 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 Mouza Jagtola up to plot No.844 in Mouza 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 officers as may be nominated by the Government of Bengal for the purpose. The Company shall



7.-



shall not charge any fees or premium of any kind for such - training.

- (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.

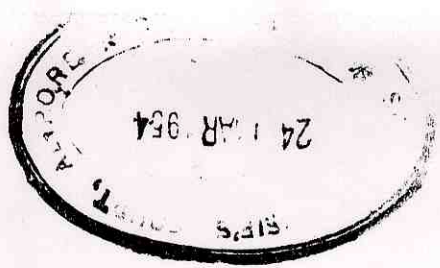
THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece of land situated in the Mouzas Nangi, Bangla and Jagtala Thana Mahestola, Pargana Balia District 24 Pargannas containing a piece of land comprising cadastral plots Nos. 63 to 75, 83 to 113, 222 to 268, 270 to 282, 286 to 288, 309 to 323, 374 to 376, 378, 393, 398, 400, 899, 900, 905, 907, 922, and 925 and portions of cadastral plots Nos. 269, 283, to 285, 307, 308, 324 to 326, 369, 371, 372, 373, 377, 379, 380 to 382, 386, 390 to 392, 394 to





8.-



394 to 397, 399, 401, 402, 405, 419, 422, 424 to 427, 429, 430, 919, 921, and 924 of Mouza Bangla, portions of cadastral survey plots Nos.1346, 1348, 1350 to 1353 and entire plot No.1347 of Mouza Nangi and portions of Cadastral survey plots Nos.26 to 28, 30 to 33, 42, 52, 53, 58, 59 to 62 and 70 of Mouza Jagtola and measuring more or less 45.25 acres bounded on the North:- By the C.S.Plots Nos.62,894, 76, 82, 81, 80, 221, 269,924 381, 382, 380, 379, 377, 386, 391, 390, 392, 394, 395, 396, 921, 430, 429, 422, 427, 426, 425, 919 of Mouza Bangla 42, 28,27,26,30,31,32,33, 58,60,59,53,52 and 70 of Mouza Jagtola and also Land of Messrs.Bata Shoe Company in Mouza Mirpur, J.L.No.2.

East :- By the C.S.Plots Nos.221, 269, 924, 381, 382, 380,379,377 386, 391, 390, 392, 394, 395, 396, 921, 430, 429, 422,427 426,425, 919 of Mouza Bangla, 42,28,27,26,30,31,32,33,58, 60,59,53,52, and 70 of Mouza Jagtola.

South &) By the Land of Messrs.Bata Shoe Co.Ltd. in Mouza Bangla,  
West:- ) Jagtola and Mirpur and Nangi.

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 & on behalf of the Governor of the Province of Bengal in the presence of: *Prabodh Chandra Ray*  
*15/12/61*

The Common seal of the Bata Shoe Co. Ltd. has hereunto been affixed by the presence of Mr. *John Santos* Director of the Company who has signed in the presence of:

*Sucha Khyje*  
*advocate*

*S. B. S.*  
*16/12/61*



*S. Banerjee*  
*15/12/61*

Secretary  
to the Government of Bengal,  
Revenue Department.

*John Santos*  
Managing Director.



Plan 10

**PLAN OF LAND**

ACQUIRED FOR EXTENSION OF EXISTING  
FACTORIES OF BATA SHOE COMPANY LIMITED, FOR  
THE MANUFACTURE OF SHOES AND SHOE MATERIALS OTHER  
LEATHER AND RUBBER GOODS AND FOR BUILDING DWELLING  
HOUSES FOR EMPLOYEES OF THE COMPANY AND ALSO FOR THE  
CONSTRUCTION OF OTHER BUILDINGS AND CONSTRUCTIONS  
GENERALLY AS WOULD BE NECESSARY FOR THE PURPOSES  
AFORESAID AND FOR AMENITIES IN CONNECTION  
THEREWITH, IN THE VILLAGES OF BANGLA,  
NANGI AND JAGTALA.  
SCALE 330"=1 INCH.

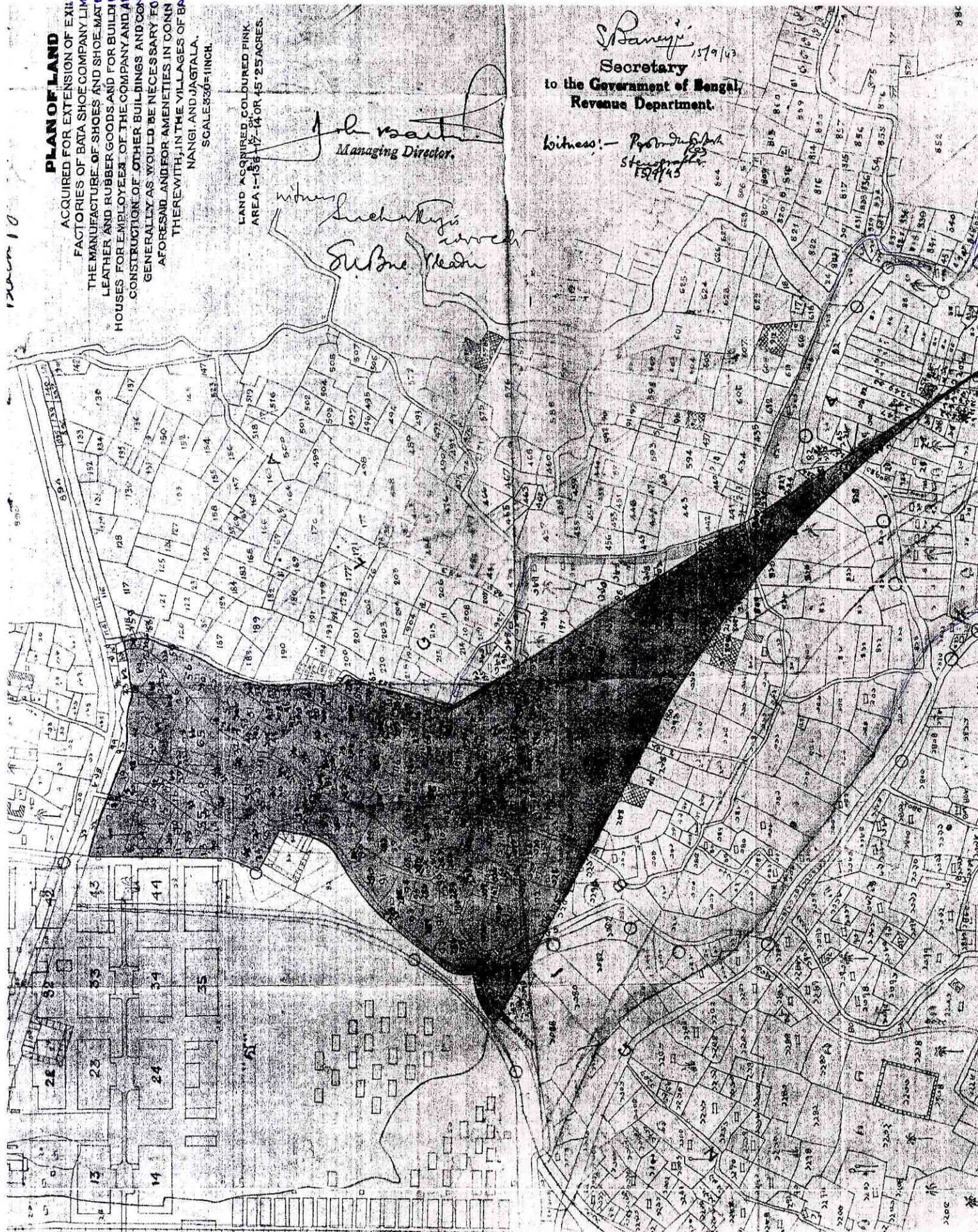
LAND ACQUIRED, COLOURED PINK.  
AREA: 138.12, 14 OR 45.25 ACRES.

*John Math*  
Managing Director.

*Subin Khan*  
*Surin Khan*

*S. Panigrahi* 15/9/45  
Secretary  
to the Government of Bengal,  
Revenue Department.

Witness:— *Pranab Kumar*  
*Stein* 15/9/45





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4A(d)

DATED THIS DAY OF 194

THE GOVERNOR OF THE PROVINCE OF  
BENGAL

TO

MESSRS. BATA SHOE CO. LTD.

DEED OF TRANSFER