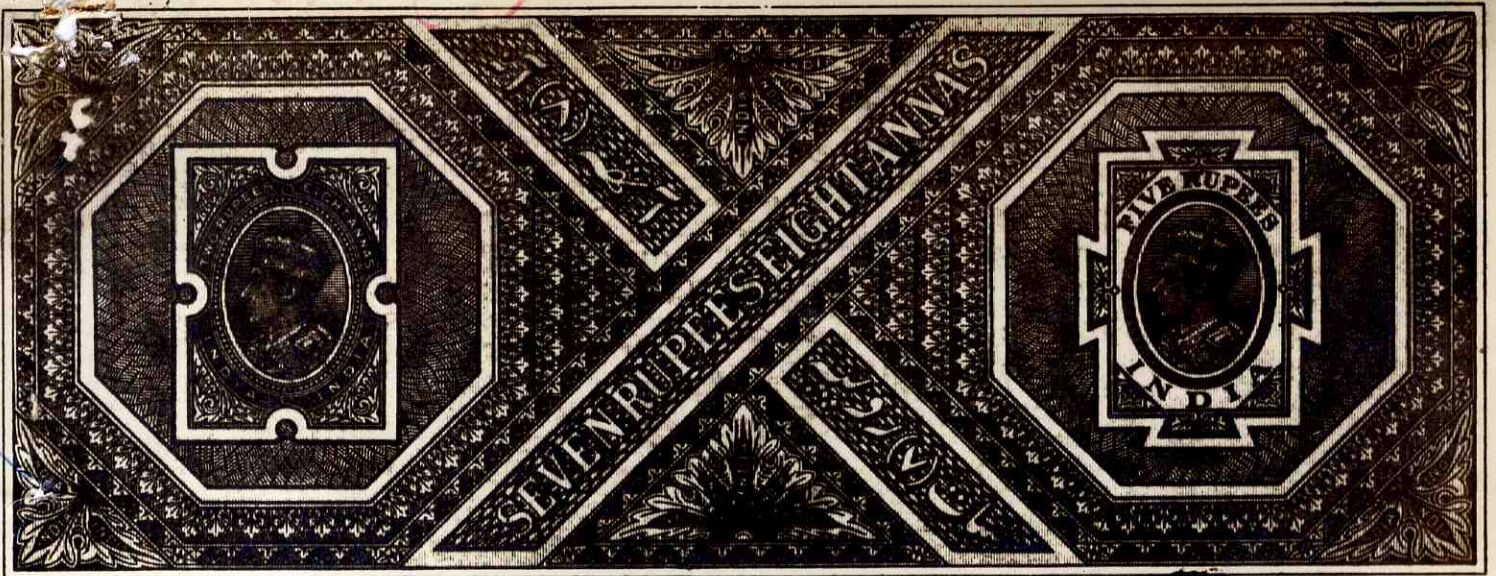
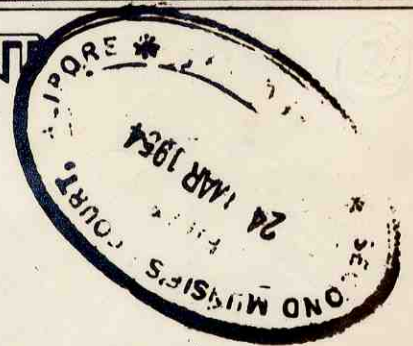




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THIS INDENTURE is made the *third* day of *January* one thousand nine hundred and forty ^{eight} ~~seven~~ *WEST* BETWEEN THE GOVERNOR OF THE PROVINCE OF BENGAL (hereinafter called "The Governor" which expression where not repugnant to the context 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.13, Old Post Office Street in the town of Calcutta and having a General Office and Factory at Batanagar at 24 Parganas (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 the Company to enable the Company to construct thereon

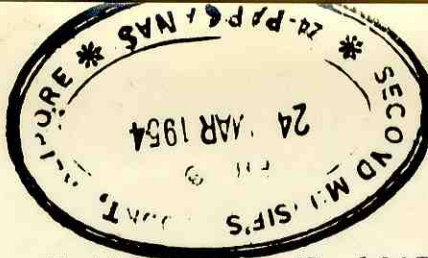


thereon such buildings and factories as may be required by the Company for manufacture of shoes and shoe materials and dwelling houses for the employees of the Company and also for the construction of other buildings and constructions generally as would be necessary for the above purposes as well as 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 thirtynine 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.2264L.A. dated the twenty-fourth February one thousand nine hundred and fortytwo under section 6 of the said Act that the land was needed for the said purpose was duly published in the "Calcutta Gazette" of the Fifth of March one thousand nine hundred and fortytwo.

AND



AND WHEREAS an Erratum Notification No.16453L.A.dated the ninth October one thousand nine hundred and fortyfour was duly published in the "Calcutta Gazette" dated the Twelvth October one thousand nine hundred and fortyfour rectifying certain omissions in the aforesaid Declaration dated the twenty-fourth day of February one thousand nine hundred and forty two.

AND WHEREAS the Collector of 24 Parganas 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 the possession of the said premises was made over by the Governor to the Company on several dates, the last of which was on the nineteenth day of July one thousand nine hundred and forty-four.

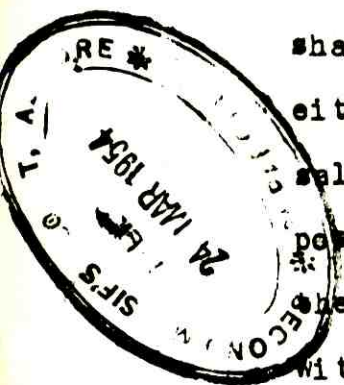
AND WHEREAS the Company deposited with the Collector on the fourth day of March one thousand nine hundred and fortythree the sum of Rs.1,80,248-0-2 (Rupees one lac eighty thousand two hundred and fortyeight and pies two only) and a sum of Rs.3,388/1/- (Rs.Three thousand three hundred and eightyeight and anna one only), on the thirtyfirst day of October one thousand nine hundred and fortyfour and a further sum of Rs.200/- (Rs.Two hundred only) on the ninth day of November one thousand nine hundred and fortyfour; thus making a total sum of Rs.1,83,836/1/2 (Rupees one lac eightythree thousand eight hundred and thirtysix anna one and pies two 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

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 the provisions of Section 59 of Government of India Act, 1935, DOETH 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 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



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 ^{West} 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 be 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 along

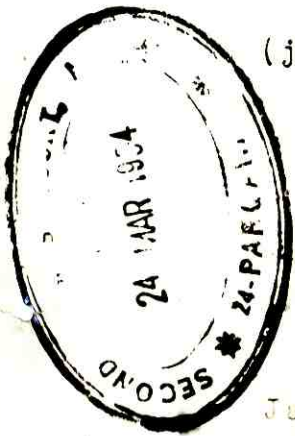


along the railway embankment and around the said land and joining the village road at plot 842 in Mauza Bangle, such road shall at least be of the type of the existing villages road near the said plot 842 in Mauza Bangle.

- (b) The Company shall at its own expense and costs build and construct a Thakursthan (temple) on the souther-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.71 in Mauza Jagtola up to plot No.844 in Mauza Bangle.
- (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, ^{West}Bengal, or such other officer as may be nominated by the Government of ^{West}Bengal for the purpose. The Company 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 ^{West}Bengal Tanning Institute on 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 ^{West} 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 ^{West} 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 ^{West} Bengal.



THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece of land situated in Mouzas Nangi, Bangla and Jantala, thana Moheshtala, Pargana Balia district 24 Parganas containing an area of B200 K12 Ch.5 equivalent to 66.32 acres comprising portions of Cadastral plot Nos. 1359, 1361, 1362, 1363, 1334 to 1337, 1339 to 1344, 1352, 1356 to 1358, 1422, 1712 in village Nangi, Cadastral plot Nos. 331, 332, 339 to 344, 346, 348, 355, 356, 357, 358, 361, 383 to 385, 387 to 389, 411 to 413, 428, 613 to 615, 825 to 827, 843, 844, 908, 917 and portions of 269, 293, 308, 328 to 330, 333, 334, 338, 345, ~~347~~, 349, 353, 354, 359, 377, 360, 363, 364, ~~379~~ to 382, 386, 390 to 392, 394 to 396, 409, 410, 414 to 417, 421, 422, ~~424~~ to 427, 429, 430, 906, 919, 882, 923, 924 in village Bangla and Cadastral plot Nos. 1, 3 to 5, 11 to 15, 28, 29, 34 to 41, 43 to 51, 54 to 57, 72, ~~88~~ to ~~89~~, 93 to 95, 109 to 122, 130 to 152, 156, 157, 163 to 166, 168 to 190, 198 to 200, 214, 215, ~~223~~ to 224, ~~226~~ to 248 and portions of

of 6,7,10,16 to 19, 26, 27, 30 to 33, 42, 52, 53, 58,59 to 62, 70, 73, 78 to 81, 83 to 85, 90 to 92, 96, 97, 101, 106 to 108, 123, 125, 126, 129, 155, 167, 191 to 195, 197, 201, 202, 212, 213, 216 to 219, 221, 225, 249, 250, 257 to 259 in village Jagtola.

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

Member, Board
of Revenue and
Ex-officio

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

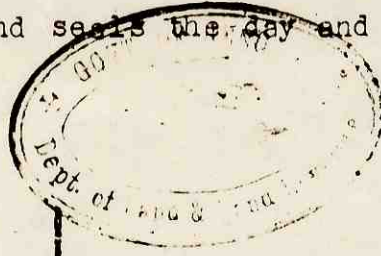
Witness:-

[Signature]
Assistant Secretary,
Department of Land & Land Revenue.

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

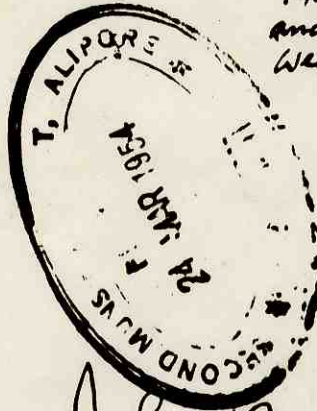
[Signature]
Law Supat
Bata Shoe Co Ltd
Bathnagar, Khar.

MANAGING DIRECTOR.



[Signature]

Member, Board of Revenue
and Secretary to the Govt. of
West Bengal (Ex-Officio)



[Signature]