



Entered No. 1899
 A. No. 38(a) V.
 A. 46/-
 N. 2/-
 2848/-



26.11.47
 26.11.47

THIS MEMORANDUM OF LEASE made this 26th day of
 November, 1947 BETWEEN PRASAD DAS MALLIK son of late Benode
 Behary Mallik by caste Subarnabanik by profession land-
 holder residing at 54/4A, Strand Road, Calcutta hereinafter
 called the LESSOR (which term shall unless otherwise
 excluded by or repugnant to the context mean and include
 his heirs, executors, administrators, representatives and
 assigns) of the ONE PART: AND MESSERS. SCENE SCREEN LTD.
 a Private limited Company registered under the Indian
 Companies Act and having its registered office at 62/1,
 Strand Road, Calcutta hereinafter called the LESSEE (which
 term shall include its successors or successor -in-office
 and assigns) of the OTHER PART: WHEREAS the lessor aforesaid

3110

mp. Scene Scene No

1275)
1-7/8
8-1/8

62/1 Street No

25. 11

47

[Signature]

Presented for Registration
at 2 A. M. or P. M. on the 26:

day of November 1919

by *[Signature]*

Executive Agent or attorney
or Agent or Claimant or attorney
for

under power of
attorney No. for 19
authenticated by the Sub-Registrar
of

[Signature]
Sub-Registrar
District of ...
26. 11. 19

[Handwritten notes in red ink, including names like 'Dhanraj', 'Kallik', 'Bhupati', 'Nanda']

[Signature]

[Handwritten notes in red ink, including 'H. N. ...']

Hand impression of
all the ...
or ...

[Signature]

26. 11. 19

[Signature]
Sub-Registrar
District of ...
26. 11. 19



स्वात स्वयथा श्राठ श्राजा

(2)

aforesaid owner of landed properties and estate in Calcutta
 and suburbs and whereas at the request of the aforesaid
 lessee, the lessor is desirous of granting a lease of the
 properties described in the Schedule below for a term of
 Thirty Years for the construction and erection of a Cinema
 House and the lessor (Mr.Prasad Das Mallik) having condes-
 cended to the request of the lessee, the lessor has agreed to
 lease out the sixteen cottahs of land as prayed for by the
 lessee together with all rights, easements and privileges

belonging

3110

ms. Scene Scene to

62/11 Stand No

LC 757.
LC 718.
82/8

25.11

47

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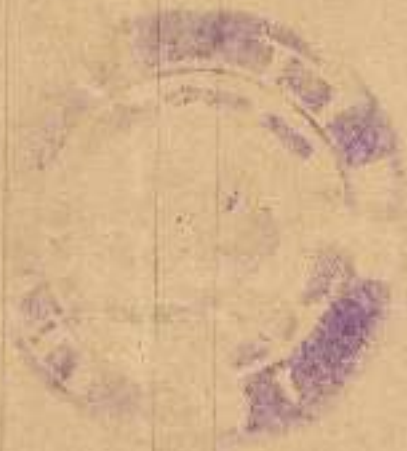
Nov. 11. 63

[Faint, illegible text]

(3)

belonging thereto described in the schedule below and detailed and delineated in red colour in the plan attached hereto situated at Cossipore, Dum Dum Municipal premises No.85, Dum Dum Road better known as 'Kunja Kanan' under the South Dum Dum Municipality in Mouza Kalidaha P.S. Dum Dum in the District of 24- Pargannas out of and appertaining to Khatian No.390 and 21, C.S. Plot No.32 and 11 of J.I.No.23 Rev.Survey No.16 of Touzi No.1298/2833 for the purpose of constructing a Cinema House (Show House) and shop rooms attached thereto for a period of Thirty years commencing from December 1947 to November, 1977 NOW THIS INDENTURE WITNESSETH as follows :-

1. In consideration of the rent hereinafter reserved and of the covenants on the part of the lessee hereinafter contained the lessor hereby demise to the lessee the land described in the Schedule below for the purpose of building a Cinema House and Shop rooms for the term of Thirty years commencing from 1st December, 1947 and ending in 30th. November, 1977 paying therefor during the said term the accepted monthly rent as follows :-



26 12 19

UNIVERSITY OF TORONTO
LIBRARY



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(1) Rupees One Hundred and Twenty only (120/-) per month from December, 1947 to November, 1962 i.e. at the rate of Rs.7/8/- per cotta per month for the first period of 15 years.

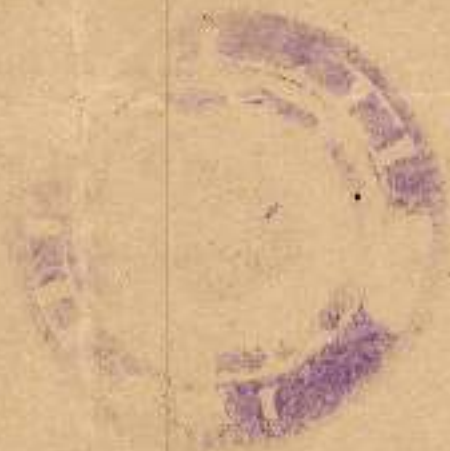
(ii) Rupees One hundred and fifty two only (Rs.152/-) per month from December, 1962 to November, 1972 i.e. at the rate of Rs.9/8/- per cotta per month for the period of next ten years.

(iii) Rupees One hundred and sixty only (Rs.160/-) per month from December, 1972 to November, 1977 i.e. at the rate of Rs.10/- per cottah per month for the remaining period of five years.

All such payment of monthly rents are to be made on or before the fifteenth day of each and every month.

2. The lessee doth hereby covenant with the lesser as follows :-

(i) to build and erect at a cost of not less than Rs.40,000/- (Rupees forty thousand only) upon the demised premises in a substantial and workman like manner and in



26. 11. 67

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Dr. W. H. G.
Director, University
of Toronto



Nov. 11. 19

and-Register
1911-1912
- 1 -

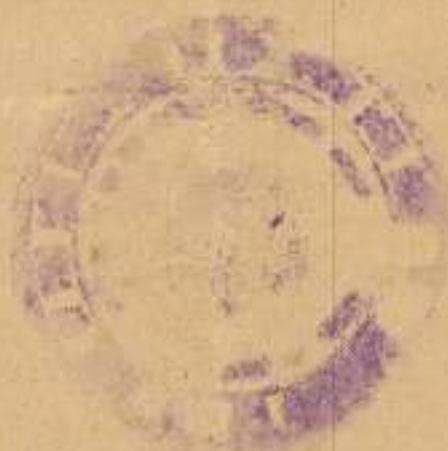
(7)



at the expiration or sooner determination of the said term in good condition and not to remove any fixtures now existing or that hereafter may be put up in the said premises.

(vii) not without the previous consent in writing of the lessor the lessee will assign, sell or in any other manner transfer, or create any interest in the whole or any part of the demised premises or his interest in the same. But the lessee shall have power to sub let the demised premises, but the lessee shall remain fully bound to the lessor for the due performance of the terms and covenants stipulated in the lease. The lessor shall not remain bound by any mortgage or transfer of interest made or created by the lessee.

(viii) never to allow the rent or any part thereof hereby reserved to fall into arrears for a period exceeding three months after due date and in case thereof there shall be a breach of the covenants by the lessee herein contained, and also if the lessee shall become

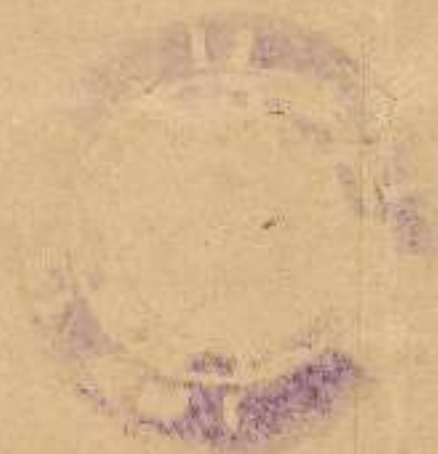


11. 11. 47

Sub-Registrar,
District, Dindigul
Madras

shall become bankrupt or make any composition with his creditors in all these cases, it shall be lawful for the lessor, his executors, administrators and assigns to re-enter the demised premises and determine this lease.

(ix) to keep in tact the boundaries of the land and shall use and occupy the same erecting pucca structures thereon suitable for Cinema Business in the manner aforesaid and taking Electric and Telephone connection therein according to their convenience. The lessee shall construct or reconstruct any other structures there at or thereon and shall be permitted to use the passage to the west of the land hereby demised without claiming any sort of right or easement therein for construction of the Cinema Building and for this purpose the lessee shall be at liberty only while the construction work will go on to take in and out Motor Lorries and other vehicles for a period of five years in which period the lessee undertakes to complete all building construction and erection on the demised premises; but in case of heavy



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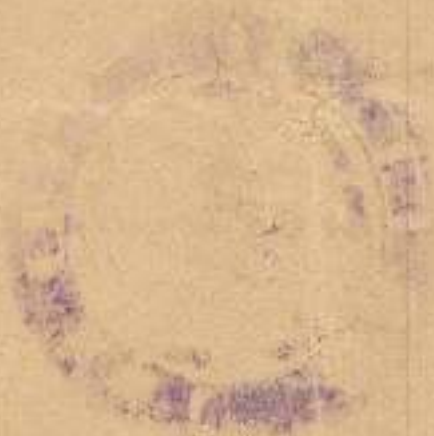
heavy damages caused to pathways by the lessee or their Agents in their process of construction of their building, the lessee are to make good and repair all damages to the roadways and paths and indemnify all losses. The lessee shall use the tank lying to the south of the demise premises till the same is not filled in.

(x) not to use the demised premises as a place of worship by installing Diety and for any purposes detrimental to the health of the people.

(xi) to reserve, after the completion and erection of the Cinema House and commencement of the show, six seats daily for the exclusive use of lessor or his family or friends or servants.

(xii) that if during the continuance of the lease any portion or whole of the demised land is acquired by the Government then all the compensation money for the land and proportionate value of the building for the then period will go to the lessor and compensation money for loss of income from the business and proportionate

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THE REGISTER
OF THE
OFFICE OF THE
SECRETARY OF THE
TREASURY

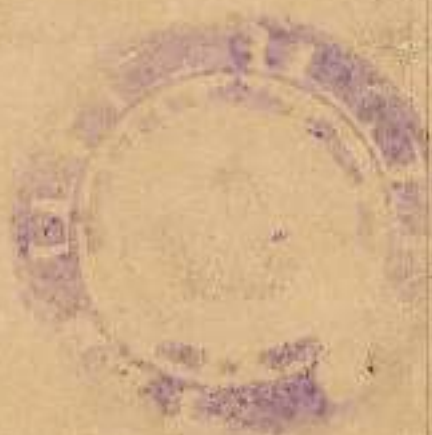
Feb. 11. 67



proportionate value of the structures and buildings will go to the lessee, if the land is acquired partially the lessee will get proportionate abatement of rent or if after partial acquisition of the land hereby demised, it be not convenient and possible for the lessee to continue the Cinema House for want of accommodation the lessee shall have right to terminate the lease before the period herein stipulated.

3. The lessor hereby covenant with the lessee as follows :-

(a) That the lessee paying the rent hereby reserved and observing and performing the covenants and conditions herein contained and on its part to be observed and performed, shall and may peaceably and quietly possess and enjoy the said land hereby demised during the said term without any interruption from or by the lessor any person or persons claiming for, from or under or in trust for him. If there is any trouble or dispute regarding ownership of the land and possession of the lessee in future, the lessor shall be liable for all damages and



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Библиотека
Историко-филологического
факультета



(11)

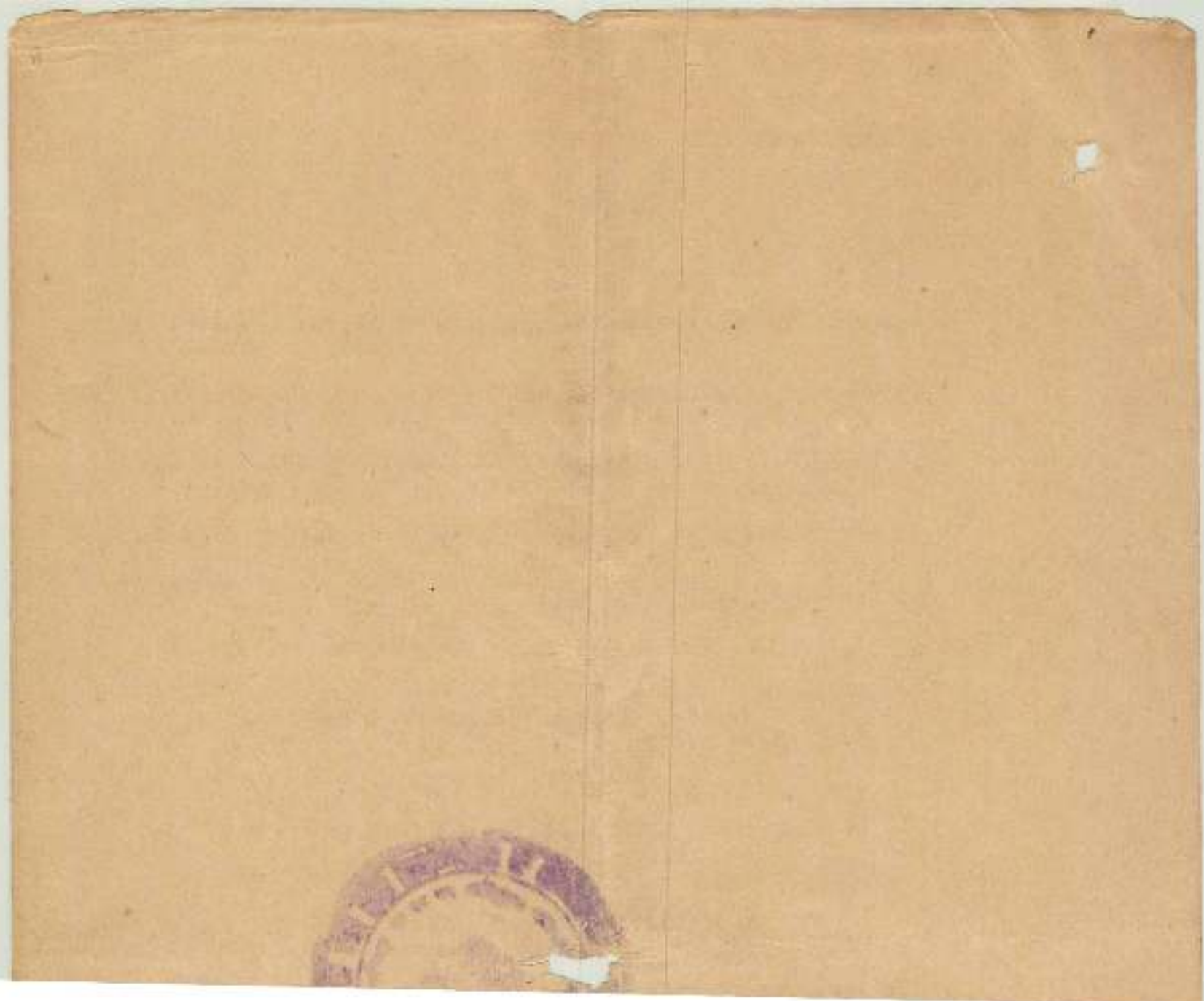
and costs to be incurred by the Lessee. The lessor shall help the lessee for getting the Plan sanctioned and for taking Electric and Telephone connection therein.

(b) That the Lessor shall pay regularly and year by year the rent in respect of the demised land payable to his superior landlord and keep the Lessee indemnified and harmless for the same.

(c) Provided always and it is hereby agreed that whenever any part of the rent hereby reserved shall be in arrear for six consecutive months after due date, there shall be a breach of the covenants by the Lessee herein contained or if the Lessee shall become bankrupt or make any composition with his creditors it shall be lawful for the Lessor his executors administrators and assigns to re-enter the demised premises and determine this lease.

SCHEDULE ABOVE REFERRED TO :

All that piece and parcel of land measuring 16 kattas out of and appertaining to Khatian Nos. (390) and (21) C.S. Plot No. (32) and (11) of J.I.No.23 Rev.Survey No.16 of Town No.1298/2833, situated at and being Municipal premises



premises No. 34B, Dum Dum Road, present No. 85, Dum Dum Road better known as 'Kunja Kanan' under the South Dum Dum Municipality in Mouza Kalidaha, Sub-Registry Cossipore Dum Dum P.S. Dum Dum in the District of 24- Pergannas which is butted and bounded on the North by Dum Dum Road.

South by :----- }
East by :----- } -----lessors Khas land.
West by :----- }
lessors passage.

IN WITNESS WHEREOF the Lessor and the Lessee set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED
in the presence of :-

WITNESSES :-

1. H. N. Mitra
Pleader Judge's Court Alipore.
2. Gobind Chandra Pandey
Pleader, Judge's Court, Howrah.
3. Sankar Das Mukherjee
54/4A Strand Road, Cal.

Sankar Das Mukherjee
SIGNATURE OF THE LESSORS.
For SCENESCREEN LTD.
Bhupati Bhushan Bose.
Nanda Lal Mandal.
Directors

SIGNATURE OF THE LESSEE.

Typed by :-

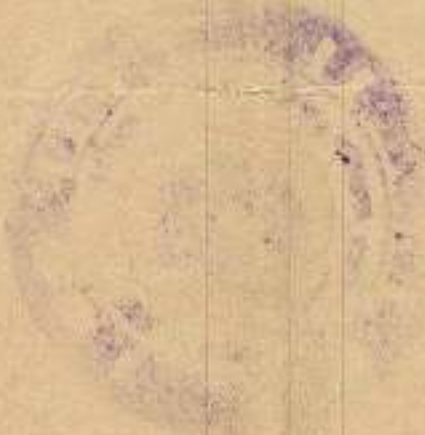
Golamham Chakravarty
Civil Court Howrah

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N2/-

Book No. 10
 Volume No. 52
 Pages 199 to 208
 Being No. 3116
 For the year 1947



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31.12.67



Entered No. 1893
 A. No. 38(a) V.
 A. 46/-
 N. 2/-
 2848/-



26.11.47
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 November, 1947 BETWEEN PRASAD DAS MALLIK son of late Benode
 Behary Mallik by caste Subarnabanik by profession land-
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3277
 5189-12-2018/-
 A 46/-
 N 2/-
 2848/-

3110

mp. Scene Scene No

1275)
1-7/8
8-1/8

62/1 Show No

25. 11

47

[Signature]

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by *[Signature]*

Executive Agent or attorney
Executive or Claimant or attorney
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under power of
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authenticated by the Sub-Registrar
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[Signature]
Sub-Registrar
District of Parganas
26. 11. 19

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[Signature]

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all the loc. ...
or ...

[Signature]

26. 11. 19

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Sub-Registrar
District of Parganas
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स्वात स्वयथा श्राठ श्राजा

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ms. Scene Series 60

62/11 8/11/19

LC 757.
LC 718.
82/8

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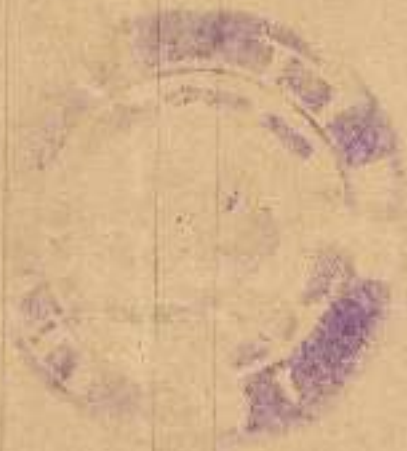
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UNIVERSITY OF TORONTO
TORONTO, CANADA



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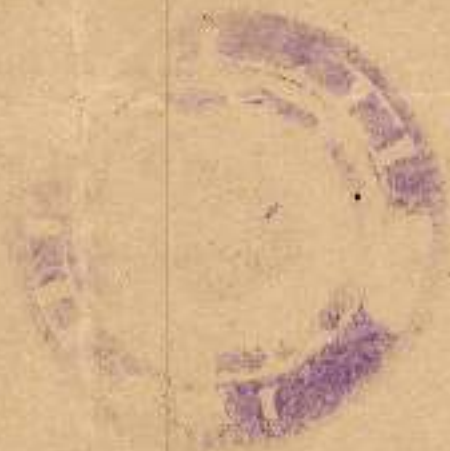
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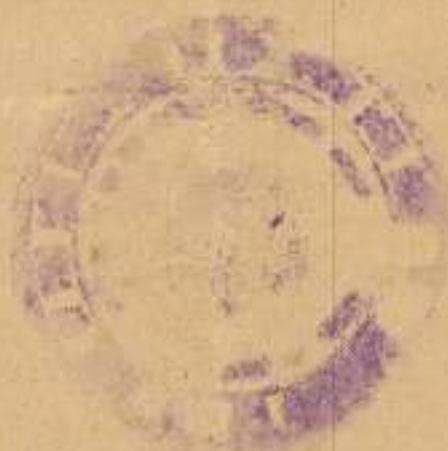
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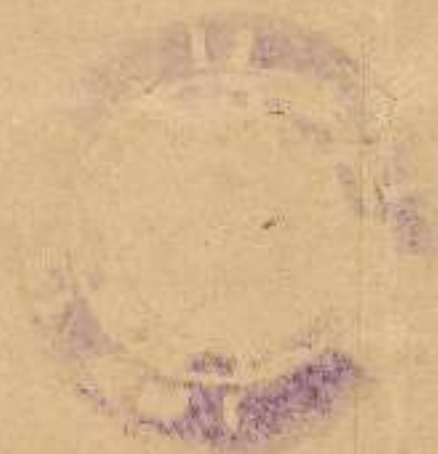


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Sub-Registrar,
District, Dindigul
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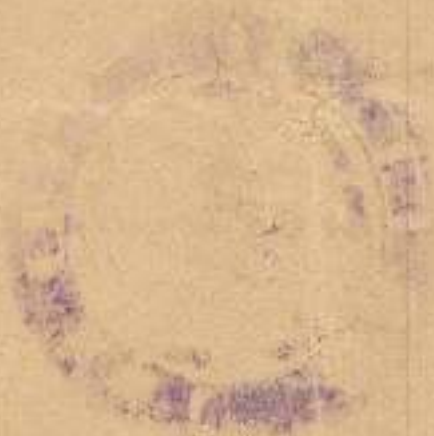
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Feb. 11. 67



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