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Sub-Registrar of Cossipere Lum-Dume

THIS MEMORANDUM OF LEASE made this 2

day of August, 1952 BETWEEN PROSAD DAS WALLIK son of Late
Benode Behari Wallik 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
MESSES SCENE SCREEN LTD., a Private Limited Company
registered under the Indian Companies Act and formerly
having its registered office at 52/1, Strand Road,
Calcutta, at present at 85, Dum Dum Road, Police
Station Dum Dum in the District of 24-Parganas, hereinafter

Vula. RS. 200 whe No. 190, Sald W MB. Seem Serven L.t.d. 84. Dun om. Rosad calerla Presented for registration at day of Nov ... 105 2 at the Cossinere Dam Dam Sub-Registry Att. Robert ? Stanfering Office by Trabot exect to those of the executante/ claims case of the claimants/ attoney for executant or expensel under Power of attyr or No..... Por Sab Registre of Sub-Registrar of Cossipore Dum-Dum of 36 Ill santon emplos to Them. I Danilara..... District of Programa of a wood by Charles Alleria of many by Profession Jerrane and ac Deane Seren deta District 24 Porcanas by Casto by tellingual Janes Cossipore Dum-Doss



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- 2 -

called the Lessee (which term shall include its successors, or successors-in-office and assigns) of the Other Part ; WHEREAS the Lessor afforesaid by a Memorandum of Lease dated the 25th day of November, 1947 granted a lease of Sixteen Kattas of land out of and appertaining to Khatian Nos.390 and 21 G. S. Plot No.32 and 11 P. S. Dum Dum being present municipal premises No.85 Dum Dum Road better known as "KUNJA KANAN" for a term of Thirty years specified therein for the construction and erection of a Ginema House and shop rooms attached thereto and WHEREAS the Lessee having required another two Kattas of land on the contiguous sast of the said Lease-hold Sixteen Katta under the Cinemetograph Rules to get its license, and WHEREAS the Lessee had expressed a desire to take on lease the said Two Kattas of land mentioned in the schedule hereunder And WHEREAS in consideration of the sum of Rs.900/- (Rupees Nine hundred) paid as premium by the Lessee (the receipt whereof the Lessor hereby acknowledge; the Lessor agreed to lease out the Two Kattas of land as already enclosed

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and as desired by the Lessee together with all rights, easements, liberties, appurtenances and privileges belonging thereto specifically described in the Schedule below and measuring 136 Ft. in length by 10 ft - 75 inches in breadth and detailed and delineated in red colour in the plan annexed hereunts situate contiguous east of 85, Dum Dum Road under South Dum Dum Municipality in Mouza Kalidaha P. S. Dum Dum, District 24-Parganas out of and appertaining to Khatlan No.390 and 21 C.S. Plot No.32 and 11 of J.L. No.23 R.S. No.15 of Touri No.1298/2833 for the purpose of Cinema House and for the beneficial enjoyment of the same for a period of Twentyseven years Fen months and sleven days commencing from 20th January 1949 to 30th Movember 1977, and WHEREAS in pursuance of the said agreement the lessee had already with the permission of the messor taken possession of the said land belonging to the Lessor from the 20th January 1949 for the purpose aforesaid and thereafter has been in continuous possession thereof and has agreed to pay the rent hereby reserved; and WHEREAS it has been agreed between the Lessor and the Lessee in consideration of the terms and covenants hereinafter mentioned that a Lease Deed embodying the said terms shall be executed.

SON THIS INDENTURE WITNESSRIN

1. In consideration of the sum of h.900/- paid as premium by the Lessee mentioned before and in consideration of the rent hereinafter reserved and pursuant to the covenants agreed to between the parties aforementioned and the terms hereinafter contained the Lessor doth hereby

convey, wrant and demise by way of lease the Plot of land measuring about Two Kattas more particularly described in the Schedule annexed hereunder unto the said Lessee together with all rights, easements, licenses, lights, liberties, appurtenances and privileges whatsoever in connection with the use of the said land for the purpose of Cinema House and Business aforementioned, TO HOLD the said land unto ani for the use of Lessee for the period of Twenty-Seven years, Ten months and Ten days commencing from 20th January, 1949 and ending in 30th Revember 1977 on the condition of Lessee paying therefor during the said term the agreed monthly rent as follows:

- (i) Rupees Fifteen only (Rs.15/-) per month from 20th January 1949 to movember, 1962 1.e. at the rate of Rs.7/8/- per Katta per month for the first period of 12 years 10 months 10 days,
- (ii) Rupees Mineteen only (Rs. 19/-) per month
 from December, 1962 to Hovember, 1972 i.e. at
 the rate of Rs. 9/8/- per Katta per month for
 the period of next len years.

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- (iii) Rupees Twenty only (E.20/-) per month from necember, 1972 to Movember 1977, i.e. at the rate of E.10/- per notta per month y for the remaining period of wive years.
- (iv) All such payment of monthly rent as mentioned hereinbefore are to be made on or before the rifteenth day of each and every month.

- from the 20th January 1949 when the said plot of land was originally let out to the Lessee for the purpose aforementioned and the period of 27 years 10 months 10 days specified in the Lease shall be deemed to have commenced from that date and this Lease will definitely expire on Movember 1977.
- The Lesses doth hereby covenant with the Lessor as follows:
 - of the constructed Cinema House known as "KILA"

 ** CINEMA* in all reasonable manner and for the beneficial enjoyment of the said Cinema House and Business and to build and erect, if necessary, any shop room, sewers, drains etc. or any other sorts of structure found necessary in a substantial and workmanlike manner and approved of by the Bunicipality with first class materials.
 - the residence of the Lessor at 54/4A, Strand Road, Calcutta on or before the sifteenth day of each and every month in the manner aforesaid and will also pay all rates, taxes and assessments, if and as charged for the said land during the term of lease without any deduction whatever from the 20th January 1949.

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(c) To keep drains and sewers in the leased land in good order and condition and clear and free from obstruction as required by the municipality or any other authority during the said term.

- (d) To peacefully and quietly grant, yield and deliver up vacant possession of the said land with all fixtures, structures, buildings, erections, outhouses, thereon constructed by the messes to the messor at the expiration or sooner determination of the said term in good condition and not to remove any fixtures erected or that hereafter may be put up in the said land.
- (e) Not without the previous consent in writing of the Lessor the Lesses will assign, sell or in any other manner transfer, or create any interest in the whole or any part of the lessed out land or its interest in the same. But the Lessee shall have power to sub-let the lessed land and shall remain fully bound to the Lessor for the due performance of the terms and covenants stipulated in the lesse. The Lessor shall not remain bound by any mortgage or transfer of interest made and created by the Lesses.
- hereby reserved to fall into arrears for a period exceeding six months after due date and in case thereof there shall be a breach of the covenant: by the Lessee herein contained and also if the Lessee shall become bankrupt in all these cases, it shall be lawful for the Lessor, his executors, administrators and assigns to re-enter the demised land and determine this lease.
- (g) To keep in tact the boundaries of the land and shall use and occupy the same by erecting structures

thereon, if necessary, suitable for the dinema Business in the manner aforesaid according to the convenience of the Lessee.

- (h) Not to use the demised land as a place of worship by installing piety and for any purpose detrimental to the health of the people.
- (i) To pay the rent of the entire demised lands comprising an area of mighteen cottake every month as it falls due as stipulated in the lease dated 26th movember 1947 and the present one by one cheque or by a consolidated sum as herein agreed.
- 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 Bessor and compensation money for loss of income from the business and proportionate value of the structures and buildings will go to the Bessee, if the land is acquired partially the Bessee will get proportionate abatement of rent or if after partial acquirition of the land hereby demised, it he not convenient and possible for the lease to continue the Cinema a cuse for want of accommodation the messee shall have right to terminate the Besse before the period herein stipulated.

of 01 3. The Lessor doth horeby covenant with the Lessee

- and performing the covenant and conditions herein contained and agreed upon and on its part to be observed and performed, shall and may peaceably and quietly possess and enjoy the said demised land during the term without any interruption from or by the Lessor or any person or persons claiming for, from or under or in trust, for him. If there be any trouble or dispute regarding ownership of the land or possession of the Lessoe in future the Lessor shall be liable for all damages and costs to be incurred by the Lessoe.
- (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 Lessoe indemnified and harmless
 for the same.

- whenever any part of the rent hereby reserved shall be in arrears for six consecutive months after due date, there shall be breach of the covenants by the Lessee herein contained or if the Lessee shall become bankrupt it shall be lawful for the Lesser, his executors, administrators, and assigns to re-enter the demised land and determine this lesse.
 - 4. IT IS HEMBY ACREED between the parties as follows:-
 - requiring to be made upon or given to the nessee
 shell be sufficiently made or given if sent by
 Lessor or his agent through the post by registered letter addressed to the nessee at the demised premises and that notice requiring to be given to the nessee through the post by registered letter shall be sufficiently given if sent by the nessee through the post by registered letter addressed to the nesser at his usual place unless otherwise informed of residence and that any demand or notice sent by registered post in either case shall be assumed to have been delivered in the usual course by post.
 - 2. That whehever any interpretation would be necessary in order to give the fullest scope and effect legally possible to any covenant or contract herein con sined "the Lessor" hereinbefore used shall include the owner for the time being of the Lessor's interest in the demised lamis and the expression "the Lessee" hereinbefore used shall include "his heirs" executors

whenever there would appear any difference or divergence in the terms or convenants in the previous lease dated 26th November 1947 and in the present lease, the terms and covenants of the latter (The previous prevail.

SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land measuring 2

kattas out of and appertaining to Khatian Mos.390 and 21

c.s. Plot No.52 and 11 of J.L. No.23 R. S. No.16 of Touzi

of No.1298/2833, P.S. Dum Dum Mauza Kali Daha situated

Dumat and lying east of municipal premises No.85, Dum Dum

Road, now better known as Lila Cinema under the

South Dum Dum Municipality in Mouja Kalidehar, Sub
Registry Cossipore Dum Dum P. S. Dum Dum in the District

of 24-Parganas measuring 136 ft. from North to South im

length and 10 ft. 7% inches in breadth which is butted

and bounded on the Morth by Lum Dum Read.

South by Lessor's khas land.

west by:- Lessee 's lease-hold land of Lila Cinema.

IN WITHESS WHEREOF the LESSOR and the LESSES set and subscribe their respective hands and Seals on the

day, month and year first abovewritten.

signed sealed and delivered in the presence of '-

signature of the Lessor.

FOR SCENE SCREEN LTD

Director-

Witnesses:

Signature of the Lessee.

H. M. Mihat
Alexandra math Blok
Klagandra math Blok

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Sub-Projector of Cossipore Dum-Dum

-From -

PROSAD DAS MALLIK

- To-

MESSRS. SCENE SCREEN LID.

L B A S B.

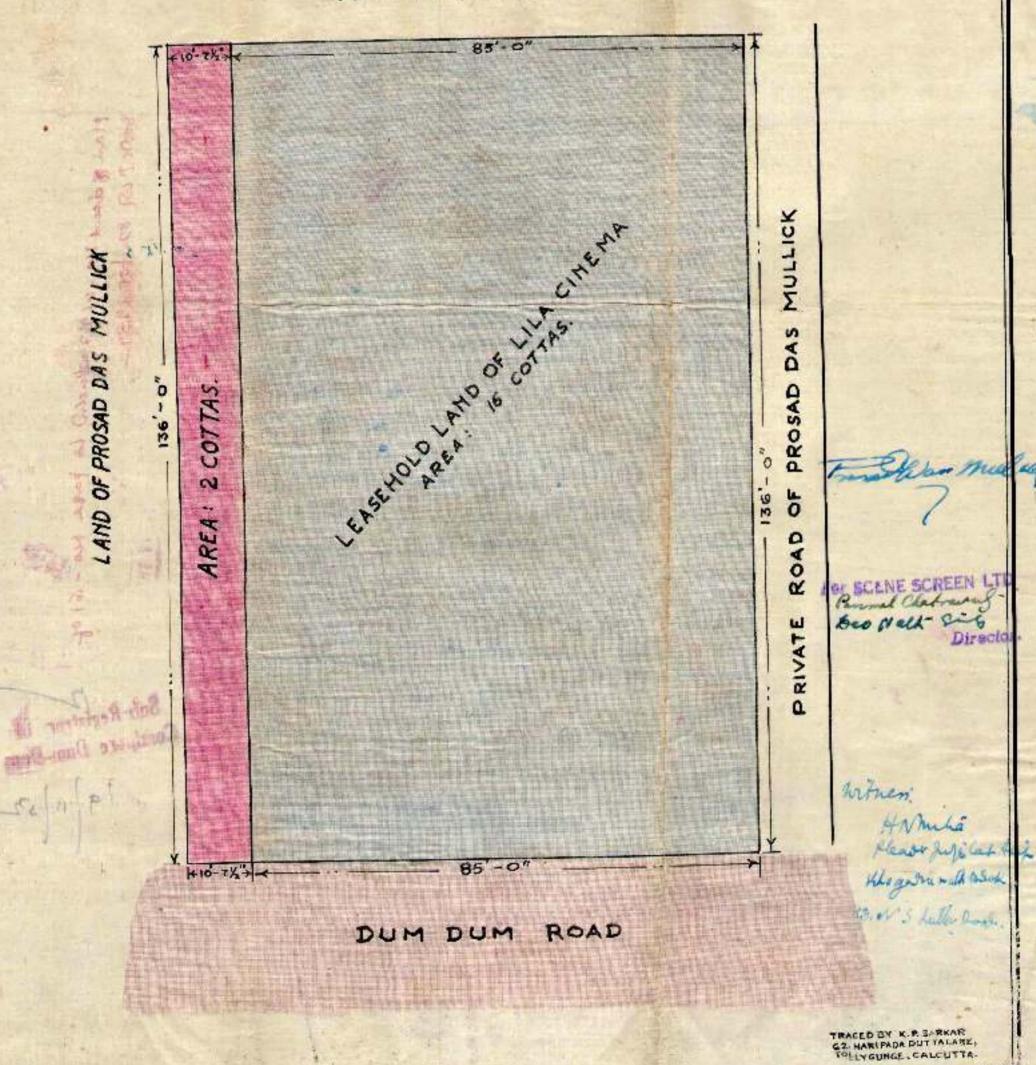
PLAN SHEWING THE ADDITIONAL AREAS BOUNDARIES OF "KUNJAKANAN" GHUGHUDANGA, DUM DUM, 24-PARGANAS. BEING PART OF 85, DUM DUM ROAD.

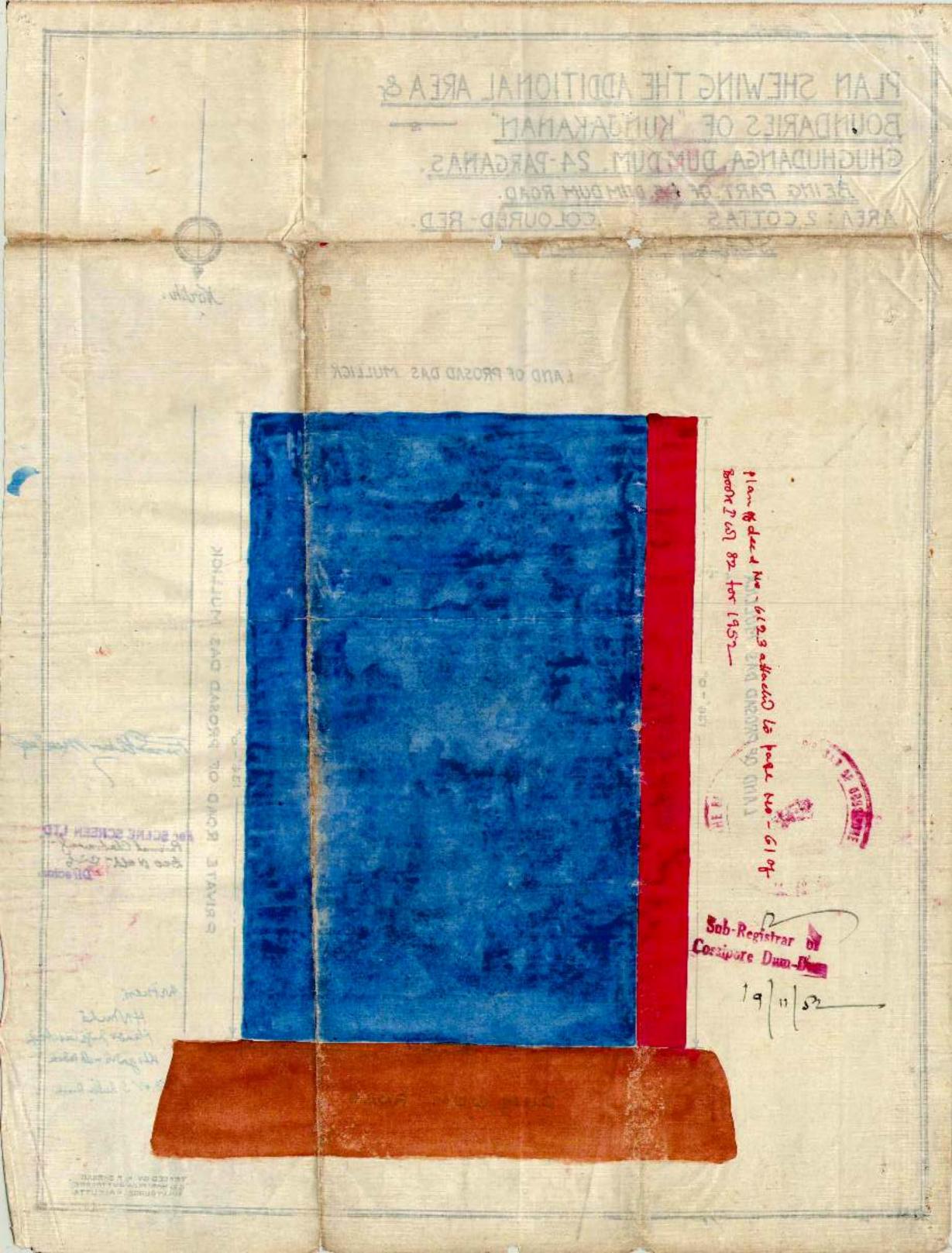
AREA: 2 COTTAS. COLOURED - RED.

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Sub-Projector of Cossipore Dum-Dum

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PLAN SHEWING THE ADDITIONAL AREAS BOUNDARIES OF "KUNJAKANAN" GHUGHUDANGA, DUM DUM, 24-PARGANAS. BEING PART OF 85, DUM DUM ROAD.

AREA: 2 COTTAS. COLOURED - RED.

SCALE : - IE F = 1' INCH.



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