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20 Rs.



9th 3:

Admissible under Rule 21,  
 duly Stamped (exempt from  
 or does not require Stamp  
 duty under the Indian  
 Stamp Act, 1899, Schedule  
 IA No. 35 a(v) + c  
 Fee paid: -



A 10/-  
 W 2/8  
 12/8

*[Signature]*  
 Sub-Registrar of  
 Cossipore Dum-Dum

19/11/62

P900/  
 R208/X2

A 10/-  
 W 2/8  
 12/8

THIS MEMORANDUM OF LEASE made this 28<sup>th</sup>  
 day of August, 1952 BETWEEN PROSAD DAS MALLIK son of Late  
 Benode Behari 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  
 MESSRS SCENE SCREEN LTD., a Private Limited Company  
 registered under the Indian Companies Act and formerly  
 having its registered office at 62/1, Strand Road,  
 Calcutta, at present at 85, Dum Dum Road, Police  
 Station Dum Dum in the District of 24-Parganas, hereinafter  
 called

Vulu. Rs. 20/- only

No. 190,

Sald to M/s. Seem Screen L.T.O.

84. Own own. Ruaid calerls

Presented for registration at  
11.50 A.M. P.M. on the 19.11.52  
day of Nov. 1952 at the  
Cossipore Dum Dum Sub-Registry  
Office by Prasad Das Mallick  
executant/one of the executants/  
claimant/one of the claimants/  
attorney for  
executant or claimant under a  
Power-of-attorney No. For  
19 authenticated by the  
Sub-Registrar of

H.S. Prasad Das Mallick  
Judges court  
Alipur  
13/8/52



Sub-Registrar of  
Cossipore Dum-Dum  
19/11/52  
*[Signature]*  
*[Signature]*

Prasad Das Mallick  
Sohn of Late Benu  
Behari Mallick of 54/4  
Strand Road, Calcutta  
by and through  
Hukum Chand Mallick  
and by 21 Dew Dutt Singh

Son of Late Dew Dutt Singh  
of 36/1, Strand Road, Calcutta  
Thana Bantura  
District 24 Parganas Howrah.  
by Cause  
by Profession

T.I. DISPENSED WITH  
Beenalk Singh Dutt Seem Screen Ltd

Hemendra Nath Mallick  
Hemendra Nath Mallick  
of  
Thana  
District 24 Parganas  
by Cause  
by Profession  
Sub-Registrar of  
Cossipore Dum-Dum  
19/11/52  
(S.T.O.)



## पाँच रुपया

- 2 -

called the Lessee (which term shall include its successors, or successors-in-office and assigns) of the Other Part ;

WHEREAS the Lessor aforesaid by a Memorandum of Lease dated the 26th 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 Cinema House and shop rooms attached thereto and WHEREAS the Lessee having required another two Kattas of land on the contiguous East 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 and

22/11 - 2 am  
H.S. been seen screen L.P.D.  
84. Dura Dura. Rura. Calcutta  
22/11/82

20/11 = 20  
20/11 = 5  
20

22/11/82  
H. S. Ghosh

Signature

Personal Chaplain

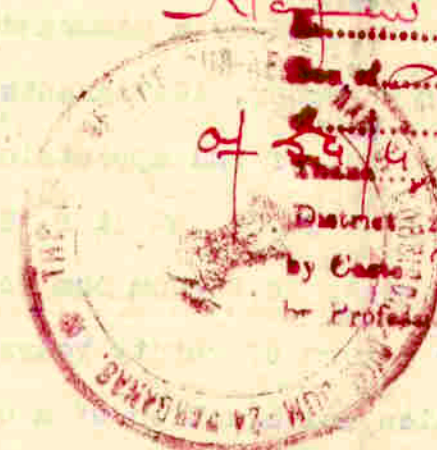
Principal Charge

T.I. DISPERSED WITH

22/11/82  
District - 24 Parga  
by Case  
by Professor  
Seng Seng Seng Seng

Naff Chandra

Signature  
District - 24 Parga  
by Case  
by Professor



Signature  
Sub-Registrar of

Sub-Registrar of Cossipore Dura-Dura  
Cossipore Dura-Dura

19/11/82

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 - 7½ inches in breadth and detailed and delineated in red colour in the plan annexed hereunto 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 Khatian No.390 and 21 G.S. Plot No.32 and 11 of J.L. No.23 R.S. No.16 of Touzi No.1298/2833 for the purpose of Cinema House and for the beneficial enjoyment of the same for a period of Twenty-seven years Ten Months and eleven days commencing from 20th January 1949 to 30th November 1977, And WHEREAS in pursuance of the said Agreement the Lessee had already with the permission of the Lessor 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.

NOW THIS INDENTURE WITNESSETH

as Follows:-

1. In consideration of the sum of Rs.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,

convey, grant 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 and 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 November 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 November, 1962 i.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 Nineteen only (Rs.19/-) per month from December, 1962 to November, 1972 i.e. at the rate of Rs.9/8/- per Katta per month for the period of next ten years.
- (iii) Rupees Twenty only (Rs.20/-) per month from December, 1972 to November 1977, i.e. at the rate of Rs.10/- per Katta per month for the remaining period of five years.
- (iv) All such payment of monthly rent as mentioned hereinbefore are to be made on or before the fifteenth day of each and every month.

Sub-Regd  
Cossipore

(v) This Lease shall be deemed to have commenced 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 November 1977.

2. The Lessee doth hereby covenant with the Lessor as follows:-

(a) To use the demised land as part and parcel of the constructed Cinema House known as "LILA 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 Municipality with first class materials.

(b) To pay the said monthly rent hereby reserved at the residence of the Lessor at 54/4A, Strand Road, Calcutta on or before the fifteenth 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.

(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)



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(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 Lessee to the Lessor 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 Lessee will assign, sell or in any other manner transfer, or create any interest in the whole or any part of the leased out land or its interest in the same. But the Lessee shall have power to sub-let the leased land and 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 and created by the Lessee.

(f) Never to allow the rent or any part thereof 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,



thereon, if necessary, suitable for the Cinema 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 Diety 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 eighteen Cottaks every month as it falls due as stipulated in the lease dated 26th November 1947 and the present one by one cheque or by a consolidated sum as herein agreed.

(j) 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 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 doth hereby covenant with the Lessee as follows:-

(a) That the Lessee paying the rent hereby reserved and observing 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 Lessee in future the Lessor shall be liable for all damages and costs to be incurred by the Lessee.

(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 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 Lessor, his executors, administrators, and assigns to re-enter the demised land and determine this lease.

4. IT IS HEREBY AGREED between the parties as follows:-

1. That any demand for payment or notice requiring to be made upon or given to the Lessee shall be sufficiently made or given if sent by Lessor or his Agent through the post by registered letter addressed to the Lessee at the demised premises and that notice requiring to be given to the Lessor shall be sufficiently given if sent by the Lessee through the post by registered letter addressed to the Lessor 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 whenever any interpretation would be necessary in order to give the fullest scope and effect legally possible to any covenant or contract herein contained "the Lessor" hereinbefore used shall include the owner for the time being of the Lessor's interest in the demised lands and the expression "the Lessee" hereinbefore used shall include "his heirs" executors

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executors, administrators and permitted assigns and whenever there would appear any difference or divergence in the terms or covenants in the previous lease dated 26th November 1947 and in the present lease, the terms and covenants of the latter (this) one would prevail.

*[Handwritten signature]*  
P.C.S.  
D.D.

SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land measuring 2 kattas out of and appertaining to Khatian Nos. 390 and 21 C.S. Plot No. 32 and 11 of J.L. No. 23 R. S. No. 16 of Touzi No. 1298/2833, P.S. Dum Dum Mauza Kali Dāhā situated at 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 Kalidahar, Sub-Registry Cossipore Dum Dum P. S. Dum Dum in the District of 24-Parganas measuring 136 ft. from North to South in length and 10 ft. 7½ inches in breadth which is butted and bounded on the North by Dum Dum Road.

South by  Lessor's khas land.

East by

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

IN WITNESS WHEREOF the LESSOR and the LESSEE set and subscribe their respective hands and Seals on the

day

day, month and year first abovewritten.

SIGNED SEALED AND  
delivered in the  
presence of :-

1  
1  
0

*T. N. M. M. M. M.*  
signature of the Lessor.

For SCENE SCREEN LTD.  
*Paromol Chaturvedi*  
*Deo Nath Singh*  
Director.

Witnesses:

signature of the Lessee.

*H. N. Mishra*  
*Member Judge's Court Aligarh*  
*Khagendra Nath Bhowik*  
*43, Nara Singhodutta Road*  
*Howrah*



Sub-Registrar of  
Cossipore, Dum-Dum

*19/11/62*

Dated this            day of August 1952.

*Expt. 3*

*L.R.A.*  
11th. Addl. Dist. Judge's Court, Alipore  
Suit No. 74, 76, 77, 81, 82, 83, 86, 88, 114/64 (C)  
Filed by *Ref. Plaintiff* *admitted in evidence*  
on 12-4-69  
2nd *Ad. Secy. A. J. J. Alipore*  
12-4-69

-From -

PROSAD DAS MALLIK

- To -

MESSRS. SCENE SCREEN LTD.

L E A S E.

PLAN SHEWING THE ADDITIONAL AREA &  
BOUNDARIES OF "KUNJAKANAN"  
GHUGHUDANGA, DUMDUM, 24-PARGANAS.

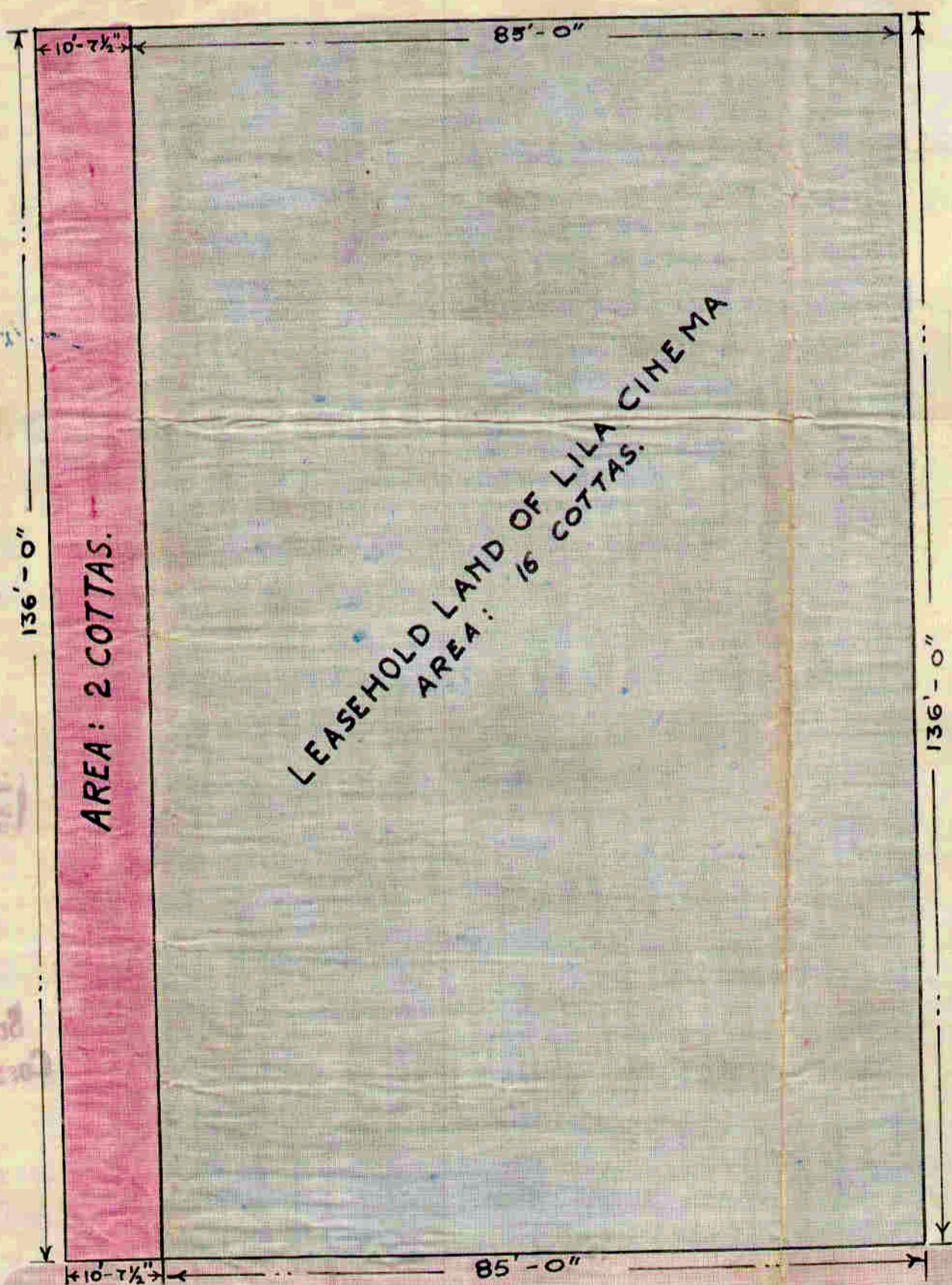
BEING PART OF 85, DUMDUM ROAD.

AREA : 2 COTTAS. COLOURED - RED.

SCALE : - 16 FT = 1" INCH.



LAND OF PROSAD DAS MULLICK



LAND OF PROSAD DAS MULLICK

AREA: 2 COTTAS.

LEASEHOLD LAND OF LILA CINEMA  
AREA: 16 COTTAS.

PRIVATE ROAD OF PROSAD DAS MULLICK

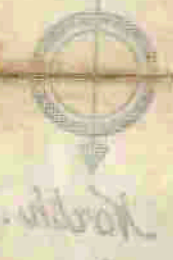
DUM DUM ROAD

*Prosad Das Mullick*  
7

SCENE SCREEN LTD  
Boro Well - 216  
Director

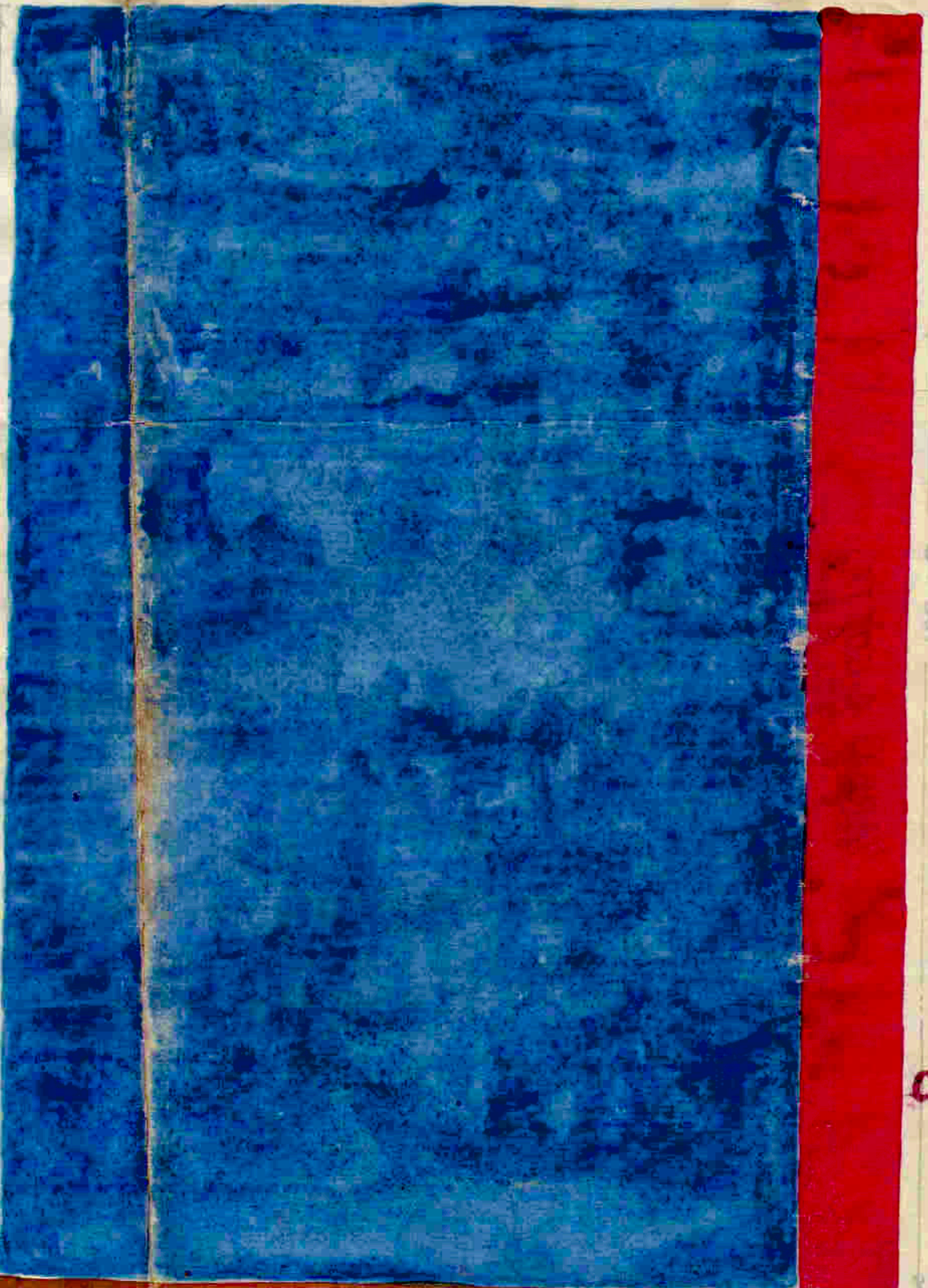
*Written:*  
H. N. Mukherjee  
K. N. Das  
H. G. Das  
B. N. S. Das

PLAN SHEWING THE ADDITIONAL AREA &  
 BOUNDARIES OF "KUNJAKANAM"  
 GHUGHUDANGA DUMDUM SA-PARGANAS.  
 BEING PART OF THE DUMDUM ROAD.  
 AREA: 5 COTTAS. COLOURED - RED.



LAND OF PROSAD DAS MULLICK

BRIDGE ROAD OF PROSAD DAS MULLICK



Plan attached No - 6193 attached to page No - 61 of  
 Book 257 82 for 1952

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Sub-Registrar of  
 Coosipore Dum-Dum

19/11/52

THE SCENE SCREEN LTD.  
 Director

PRINTED BY M. S. SARKAR  
 CALCUTTA