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8866

रसोद दस्तावेज वगैरह

9

दफ्तर

मुकाम

किस को दी गई	दस्तावेज की तफसीलवारी व कीमत या दस्तखत की तारीख या किस्म जो मुहरबंद लिफाफा लिया गया हो जिसके बावत फीस दाखिल हुई हो उसके ऊपर लिखी ई इबारत	तादाद फीस (अगर हो तो) दाखल शुदा	रजिस् के ओहदेदा के छोटे दस्तख
1	2	3	4

मशोक कुमार शर्मा

वर्त. मध्यम

मनामुद्य निमाणी कर्म-गृह नि.

रसोद समित बिजुरी करनी

तारीख

6 JAN 1993

रु० 930000/-

रु० 82000/-

मुक्त

अधीनस्थ

XXIII —N—13  
Settlt.

न्यायालय नमो देवा कनो

FORM F

(See paragraph 23)

Lease of Intra-municipal Nazul for Building purposes

THIS INDENTURE made this 22 day of 12-12 between Parties the Governor of the Madhya Pradesh (hereinafter called the lessor) of the one part and आसुध निमोण कर्मचारी सह निमोण सहकारी समिति टिकुरी क.प्र. (hereinafter called the lessee) of the other part. अ.प्र. 45 अ.प्र. 45  
WITNESSETH that in consideration of Rs. 130000000 paid as premium by the lessee, the receipt whereof the lessor hereby acknowledges and of the rent hereinafter reserved and of the covenants on the lessee hereinafter contained.

The lessor hereby demises to the lessee all that plot of land containing by admeasure 1,00000 sq. feet/acres or thereabouts situate at टिकुरी 9.8.3.45/2 within the municipal limits of that town in the district of ... which said plot of land is more particularly described in the schedule hereunder written and with the boundaries thereof is for greater clearness delineated on the plan thereto annexed and thereon coloured ...

To hold the same for the term commencing from the date of this indenture and ending on the Thirty-first day of March 2022 subject to the following conditions :—

(1) The lessee shall pay the yearly rent of Rs. 650000 clear of all deductions on the first day of June in each year at the office of the Tahsildar ... the first of such payments to be made on the first day of June next.

(2) The lessee shall from time to time and at all times during the said term pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the said term be assessed, charged or imposed upon the said land hereby demised or the buildings to be erected thereupon or upon the landlord or tenant in respect thereof.

\* (3) The lessee shall commence to build within 45 वर्ष calendar months from the date of this lease and shall within 10 वर्ष years from the date of this lease erect and completely finish, fit for habitation and use a dwelling house with out-buildings, if necessary, at an outlay of at least Rs. ...

(3-A) In the building to be erected on the said land, the lessee may construct doors, windows or any other openings for light or air or as means of access on the following sides :—

The lessee shall not permit any building erected on the said land to have any door, window or any other opening for light or air or as a means of access on the remaining sides of the building or land so as to acquire any right of light or air or way over the land adjoining on such remaining sides, it being intended that neither this lease nor anything contained therein shall in any way prevent the lessor or any person holding from him at any time, from erecting any building closely adjacent to the boundary of the said land on such remaining sides.

(3-B) The lessee shall not add to, or place against or over or in front of, the building erected on the said land any projection or structure overhanging, or encroaching upon any land outside the said land hereby demised.

(3-C) The lessee shall leave open a minimum marginal space of eight feet width on the front side and of five feet width on each of the other sides of the land; provided that one latrine only may be built on the marginal space of five feet width in the rear.

(3-D) The total built-up area shall not exceed 50/33.3 per cent of the total area 1,00000 square feet of the said land.

(3-E) If the building bye-laws of the municipal council require more marginal space to be left open or a smaller build-up area than that specified in clauses (3-C) and (3-D), respectively, the provisions of such building bye-laws shall prevail.

**Regulation of building** (4) In the matter of the erection, re-erection, or alteration of any building on the said land the lessee shall be subject to the provisions of the law relating to municipalities and to the rules, bye-laws and orders lawfully made thereunder and for the time being in force. @ (He shall also be bound to obtain the approval of the Collector to all plans of buildings, alterations or extensions).

**Proper maintenance** (5) The lessee shall during the said term keep the said land and the buildings erected thereon in a condition fit for habitation and use.

(5-A) Traverse survey marks bearing No....., on the nazul survey map exist on the said land. The lessee shall not build over them or, otherwise, deal with them so as to impair their utility without the previous permission of the Collector.

**Trade or business** (6-A) The lessee shall not, without the previous permission of the Collector, carry on, or permit to be carried on, on the premises any trade, business or activity for the regulation of which provision has for the time being been made by or under the law relating to municipalities provided that such permission shall not exempt the lessee from fulfilling any requirements under the said law to which he shall always remain subject.

(6-B) The lessee may carry on or permit to be carried on the premises any trade, business or activity which has not been so regulated but he shall be bound to discontinue the same if the lessor, on being satisfied on the complaint of the neighbours that it is a source of annoyance or offence to them, requires the lessee to do so within such time as may be fixed in the requisition.

**Assignment** (7) The lessee shall upon every assignment of the premises or any part thereof and within one calendar month thereafter deliver a notice of such assignment to the Collector setting forth the names and description of the parties to every such assignment and the particulars and effect thereof. So also the lessee's successor-in-interest, whether by transfer or by inheritance, shall be bound to give a notice with similar particulars within a month after entering into possession.

**Quiet enjoyment** (8) The lessor covenants that the lessee paying the rent hereby reserved and performing and observing the conditions herein contained shall peaceably hold and enjoy the said land during the said term without any lawful interruption or disturbance by the lessor or any person lawfully claiming under him :

**Re-entry** Provided that if the said rent or any part thereof shall at any time be in arrear and unpaid for one calendar month next after the date whereon the same shall have become due, whether the same shall have been lawfully demanded or not, as also upon the breach or non-observance by the lessee of any of the said conditions, the lessor may notwithstanding the waiver of any previous cause or right of re-entry enter upon the said land and repossess it as if this demise had not been made, the lessee in such case being entitled within three calendar months from the date of such re-entry to remove all buildings and fixtures which at any time during the currency of the demise shall have been erected or affixed by him upon the said land.

Provided further that when any cause or right of re-entry arises under the foregoing proviso, it shall be lawful for the lessor, as the consideration for the non-exercise of the power of re-entry, to receive from the lessee a sum of money not exceeding Rs.500 as the Collector may fix and, if the lessee fails to pay, such sum within the time fixed by the Collector's order, to recover the same as an arrear of land revenue or exercise the right of re-entry under the foregoing proviso.

**Renewal**

(9) The lessor further covenants that it will at the end of the term hereby granted and so on from time to time thereafter, at the end of each successive further term of years as shall be granted at the request and cost of the lessee, execute to him a renewed lease of the said land for the term of thirty years :

Provided that the rent may be enhanced for the grant of every renewed lease and that every renewed lease shall contain such of the conditions herein contained as shall be applicable and such other conditions as may be thought fit for the future :

Provided further that the decision of the lessor about the rent to be fixed and the conditions to be imposed at each successive renewal shall be final.

(10) It is agreed that the expression "the lessor" and "the lessee" herein used shall, unless inconsistent with the context, include in the case of the former, his successors and assigns and in the case of the latter, his heirs, executors, administrators, representatives and assigns. **Interpretation**

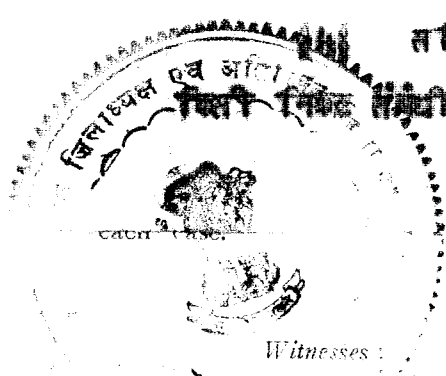
§111। उपर 10 शर्तों के अतिरिक्त मध्य प्रदेश शासन, राजस्व विभाग के पत्र क्रमांक २६६-१५७/सात/ सा2बी/92 मीमात दिनांक 14-9-92/ 2-11-92 के अनुसार दी गई निम्नलिखित शर्तों का भी पालन किया जाएगा।

§11। भूमि का आवंटन समिति द्वारा सदस्यों को उनकी सदस्यता प्राप्त होने के क्रम में ही किया जाना होगा। और यह सुनिश्चित करने के लिए भूमि आवंटन के आवेदन पत्र के साथ समिति के क्रम में सदस्यों की सूची प्रस्तुत करेगी।

§12। शासन द्वारा सहकारी समिति के किसी सदस्य को नामांकित करके भू-खंड का आवंटन नहीं किया जाएगा।

§13। सहकारी समिति अपने किसी सदस्य को 1500 वर्गफुट से अधिक का भू-खंड आवंटित नहीं करेगी एवं उन्हीं सदस्यों को भू-खंड दिए जायें जिनकी सदस्यता सेवा द्वारा दिए गए आवेदन के दिनांक से हो। वे भूमि शासन को वापस की जायें।

§14। समिति अपने सदस्यों के प्रति यह शर्त रखेगी कि उनके अथवा उनके किसी निकट संबंधी का प्रदेश में अन्य कोई रिहायशी भू-खंड अथवा स्थान नहीं है।



Witnesses :

1. *[Signature]*  
2. *[Signature]*

Date .....

Witnesses :

1. *[Signature]*

2. *[Signature]*

*[Handwritten text in Hindi]*

*[Handwritten signature]*  
17-12-92

नज़र बंधकारी  
कटनी

*[Signature]*  
Signature of the Collector on behalf of the  
Governor of the Madhya Pradesh

*[Signature]*  
Signature of lessee.

*[Signature]*  
अध्यक्ष  
Date  
माधुष निवासी कानकारी, गृह निर्माण  
सहकारी समिति पूर्वा कटनी  
मंज० नं०-२९९

Note.—(1) The last of such dates be entered in the first line of this Indenture.

(2) The total built-up area on the said land shall not exceed—

- (i) 50 per cent in the case of a plot measuring less than 1,500 square feet and of all plots in the shopping area;
- (ii) 33 $\frac{1}{3}$  per cent or 753 square feet (whichever is greater) in the case of a plot measuring 1,500 square feet or more.

The appropriate percentage or the area applicable to the case should be entered in clause (3-D).

\* This clause should be modified suitably, if the land is leased for a purpose other than building of a new house, e.g., for the extension of an existing one or for a compound, etc.

@ Applicable only to Civil Station plots.

~~श्री अशोक कुमार शर्मा 510 श्री  
 व.ए. महाराज आयुष निमाणी  
 कर्मचारी गृह निमाणी लोको  
 डिप्टी~~

३  
 दिनांक २०/१२/१९९२  
 ३ JANUARY 1992  
 २०/१२/१९९२

श्री अशोक कुमार शर्मा S-10 सी जगदराम  
 शर्मा २६. महाराष्ट्र अनुपम निगम लि. वार्ड  
 ४५५, नवमं, मुंबई ४०० ०५५ (महाराष्ट्र)  
 मजिस्ट्रेट ऑफिस  
 ६ JAN 1993  
 ५५-०५



श्री अशोक कुमार शर्मा 510 श्री जगत राम शर्मा  
 वहाँ आरपत्र मायुध निमाणी  
 कर्मचारी गृह निमाणी मिली  
 टिकुटी तब कली

लीज विनिमय का विवरण  
 काला मध्य श्री जगत राम शर्मा के  
 दूने में एक ५० ..... १३०.६००  
 ..... प्राप्त होगे  
 बदा ..... २२६७  
 बेरी उपस्थिति में सुझाव गद्य से  
 और प्रमाणित की प्रमाणित रकम  
 बदा ..... बदा राई  
 है जो विनिमय के समय प्राप्त होगी।

① श्री अरजुन नामक एजेंडा  
 कली

② श्री अरजुन 510 रजा गेहकन का  
 मायुध निमाणी

श्री अरजुन नामक विनिमय/मायुध  
 श्री विनिमय के विवरण है श्री अरजुन  
 6 JAN 1993

अशोक शर्मा

न्यायालय / न्यायाधीश / न्यायाधीश

6 JAN 1993

100 को दिया गया

अशोक शर्मा

अशोक

अशोक शर्मा

अशोक शर्मा

अशोक शर्मा को लजपत बदनोपाध्याय  
को दिया गया था। उन्हें स्वयं को  
होने और उत्साह करने से दुरुस्त किया  
है, तथा बदनोपाध्याय को दिया गया है।  
6 JAN 1993

अशोक शर्मा

नोट - इस दस्तावेज में कांट कांट  
नहीं है। निष्पादक द्वारा  
6 JAN 1993

6 JAN 1993

100 को प्रत्येक को ... 3.2

3.2 को ... 8.1

8.1 को ... 8.1

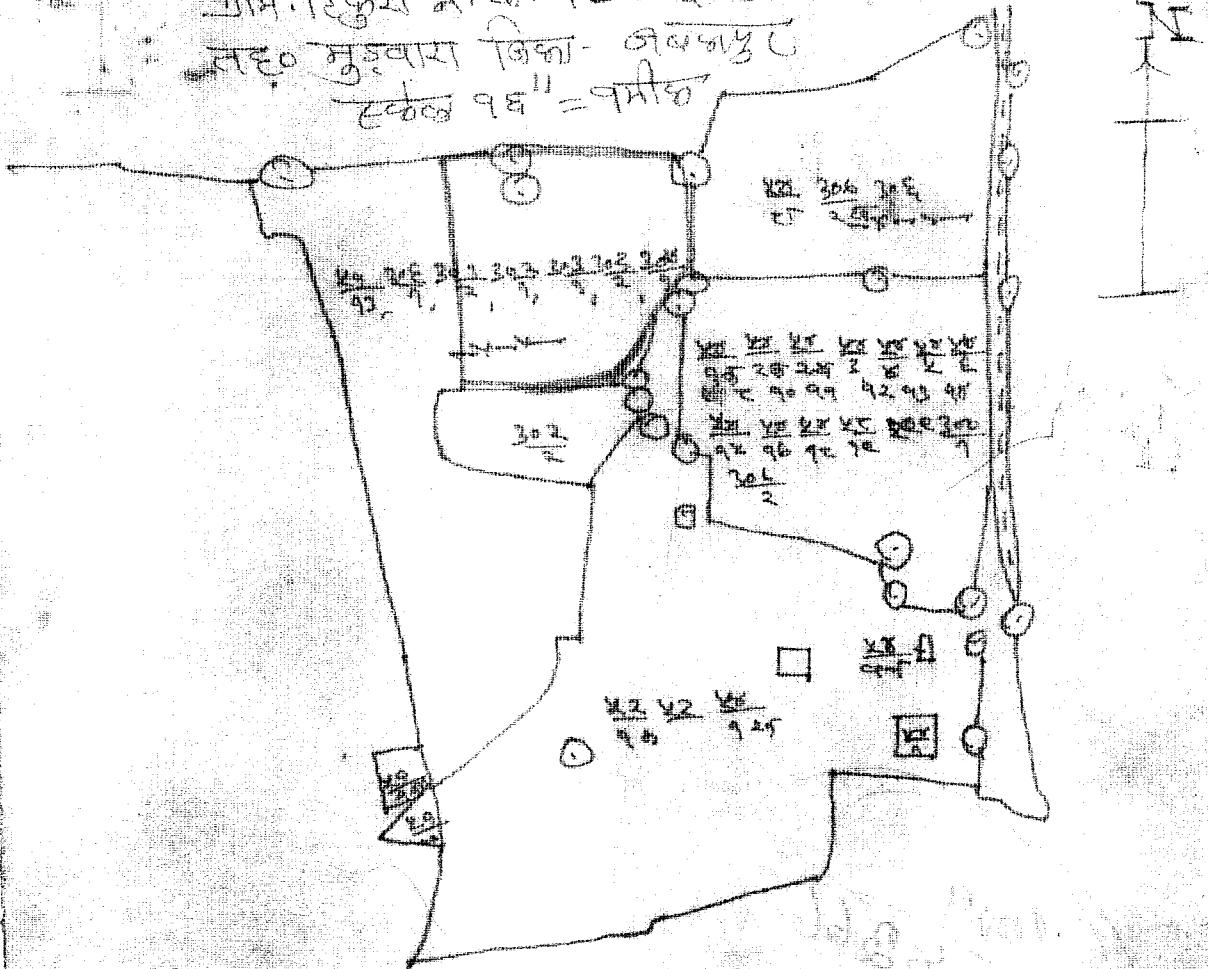
अशोक शर्मा

मुझे थुल को  
देवी मुल ले गुक

4

नक्शा देखा

ग्राम. लिफ्टी नं. लां. १८८ प्लॉट नं. ४५/२ मालिकों का बुझपायने  
 सह. मुख्या निवा. जयपुर  
 स्कूल १६" = १मीटर

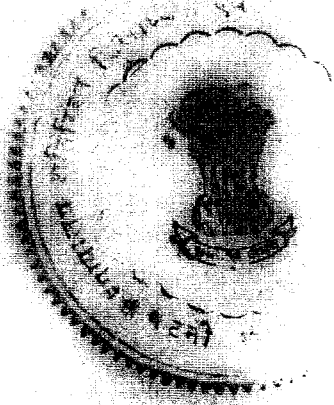


संकेत



लाक स्याहा में घिसा क्षेत्र  
 पहेल पिय गप

स. व. म. २०८५  
 प्लॉट नं. ४५/२  
 १६/१२/८२



म. व. म. २०८५  
 प्लॉट नं. ४५/२  
 १६/१२/८२

म. व. म. २०८५  
 प्लॉट नं. ४५/२  
 १६/१२/८२

म. व. म. २०८५  
 प्लॉट नं. ४५/२  
 १६/१२/८२