

2

दस्तावेज क्र. 35 MB

मुकाम

4812

1. दस्तावेज तफसीलदारी व कीमत या दस्तावेज की तारीख या किसका मुरबन्द लिफाफा लिया गया हो जिसके बाबत फीस दाखिल हुई हो उसके ऊपर लिखी हुई शर्त	2. लादा फीस (अगर हो तो) दाखिल शर्त	3. रजिस्ट्री के ओहदेदार के छोटे दस्तावेज
42. के के के 2, 11 30 98 क्रि. 393, 000 रू. 19650/00	11/8 12	

तारीख

17/11/98

उप-पंजीयक

FORM F

(See paragraph 28)

Lease of Intra-municipal Nazul for Building purposes

THIS INDENTURE made this 13 JAN 1935 between the Governor of the Madhya Pradesh (hereinafter called the lessor) of the one part and hereinafter called the lessee) of the other part.

WITNESSETH that in consideration of Rs. 3,93,000/- 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 admeasurement sq. feet/acres or thereabouts situate at 20/21, 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 subject to the following conditions :—

(1) The lessee shall pay the yearly rent of Rs. 19,650/- 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 20 calendar months from the date of this lease and shall within 2 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 of 2,10,000 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 land the lessee shall be subject to the provisions of the law relating to municipalities and 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 enjoy-
ment**

(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**

11- उक्त 10 क्लॉ के अतिरिक्त मध्यप्रदेश शासन राजस्व विभाग मंत्रालय भोपाल के पत्र क्र. एफ-6-/157/ सात/सा-2बी/90 भोपाल दिनांक 21.7.94 के अनुसार दी गई निम्नलिखित शर्तों का भी पालन किया जावेगा।

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

2- शासन सहायकारी समिति के किसी सदस्य को नामांकित करके भूखण्ड का आवंटन नहीं किया जायेगा।

3- सहायकारी समिति अपने किसी सदस्य को 1500 वर्गफुट से अधिक का भूखण्ड आवंटित नहीं करेगी।

4- समिति अपने सदस्यों के प्रति यह शर्त रखेगी कि उनके अथवा उनके किसी निकट संबंधी को प्रदेश में अन्य कोई रिहायशी भूखण्ड अथवा मकान नहीं हो।

IN WITNESS WHEREOF the parties hereto have set their hands the day and year written in each case.

Witnesses :

1.

2.

Date.

Witnesses :

1.

2.

Signature of the Collector on behalf of the Governor of the Madhya Pradesh

13 JAN 1995

Signature of lessee.

Date.

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 ever 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.

Impounded.

under Sec. 53 of the
Stamp Act

Dr.

न्यायालय एग्रीकल्चर आन्ड रीजनल

प्रकरण क्रमांक 31/बी/103/94-95

प्रमाणित किया जाता है - 10

विलेज में मुडांड टुलु - 100 प्रॉप

है, और विलेज डाक्टर स्थिति को

किया जाता है।

[Signature]

District Registrar &
Collector of Stamps

14/2/05

अशोक शर्मा आर. ए. सी. जितराम शर्मा

अध्यक्ष आयुध निमणी कर्मचारी

सह निमणी सहकारी समिति

चिहुरी कटनी

23 JAN 1995
12/30

अशोक शर्मा
(अध्यक्ष)

अशोक शर्मा आर. ए. सी. जितराम शर्मा

अध्यक्ष आयुध निमणी कर्मचारी

सह निमणी सहकारी समिति

चिहुरी कटनी

पहिले

① जिनैद कुमार शर्मा आर. ए. सी. जितराम शर्मा

सह चिहुरी कटनी

② अशोक शर्मा आयुध निमणी कर्मचारी

सह निमणी सहकारी समिति

अशोक शर्मा
(अध्यक्ष)

अशोक शर्मा, अध्यक्ष, आहुय, निमिणी कनचोरी
हरे निमिणी सहकारी समिति
17-2-95

दिनांक
18/1/95

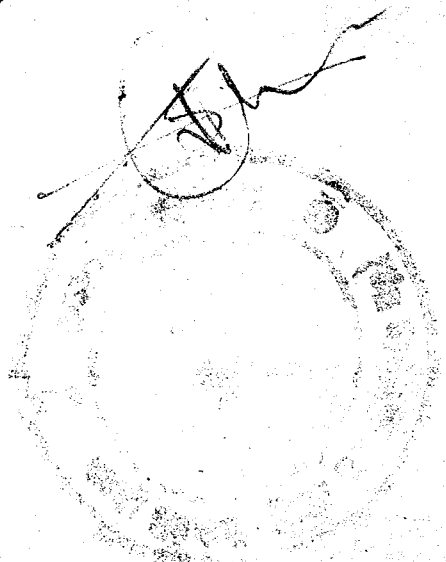
संज्ञा संख्या ७२१
संज्ञा संख्या ७२१
17-2-95
23 JAN 1995

दिनांक

संज्ञा संख्या ७२१
संज्ञा संख्या ७२१
संज्ञा संख्या ७२१

उप संज्ञा दिनांक

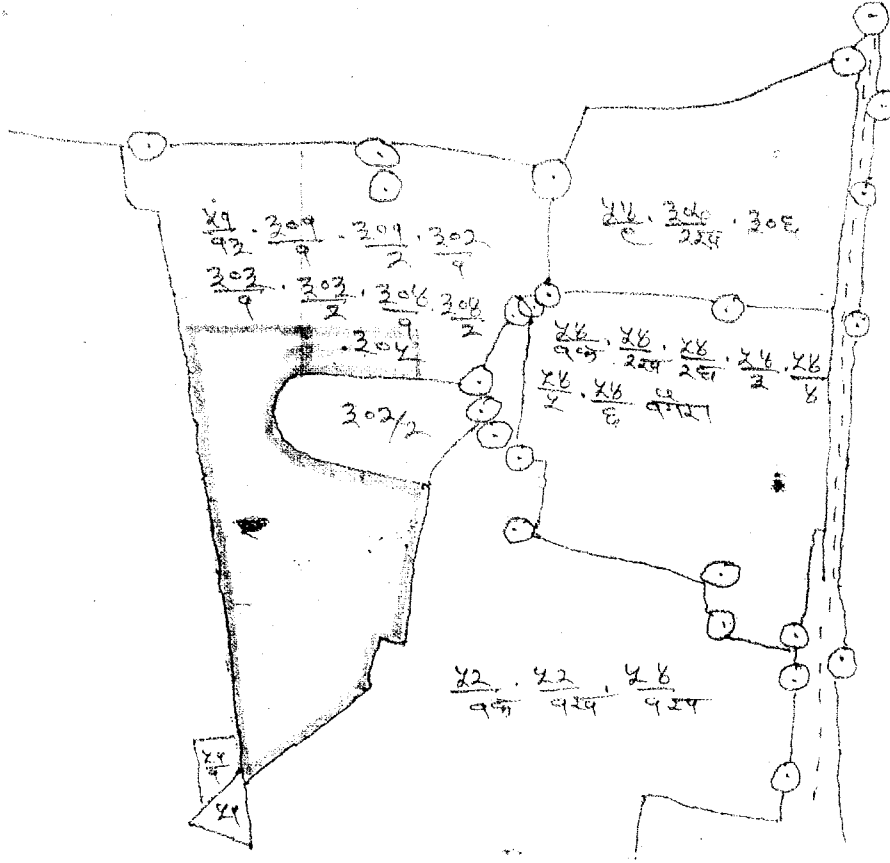
17 FEB 1995
४८२३३... २८८ ३२
४८१२
दिनांक



मुद्रांक एवं फील्ड ३८
मा १३
दिनांक
17/2/95

पञ्चजा डेरा रा.प.प. 12/11/2000 रा.प.

ग्राम:- तिकुरी नं. वं. १८८ पं. ६५/२ बा. जि. मं.
मुडवारा नं. १ तहसील मुडवारा जिला अंबालापुर
क्षेत्र १६॥ २ १ मील



संकेत



स्वीकृत क्षेत्र २१०००० वर्ग फुट (रकब) $\frac{89}{92} \cdot \frac{309}{9} \cdot \frac{302}{2} \cdot \frac{303}{9} \cdot \frac{306}{9} \cdot \frac{308}{9}$

को अंश भाग लीकृत किया गया

Handwritten signature or mark.

Handwritten signature or mark.

र. इ. राम च. क. व.
पं. ६५/२
२३१९२१९६

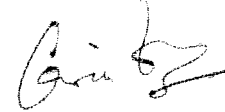
कार्यालय जिलाध्यक्ष जबलपुर
क्र. 75 कालोनीसैल/93 जबलपुर दि. 10/5/93

"फार्म 2"

देखिये नियम 5॥

मध्यप्रदेश विनिर्दिष्ट भूट आचरण निवारण अधिनियम 1982
के अधीन लायसेंस:-

नीचे विनिर्दिष्ट शर्तों और मध्यप्रदेश विनिर्दिष्ट भूट आचरण
निवारण अधिनियम 1982 के अधीन बनाये गए नियमों के नियम 24
के खंड "क" के प्रथम परंतुक के अधीन आयुधा निर्माणी कर्मचारी गृह
निर्माण सहकारी समिति कटनी जिला जबलपुर को ग्राम ठिकुरी नं. बं.
188 प. ह. नं. 45/2 के ख. नं. 51/13, 301/1, 301/2, 302/1, 303/1,
303/2, 304/2 एवं 305 कुल भूमि 3.885 हे. में से 100000 वर्गफुट
एक लाख वर्गफुट भूमि पर कालोनी निर्माण के लिए एतद्वारा लायसेंस
स्वीकृत किया जाता है।



कलेक्टर,
जबलपुर।



"शर्तें"

1. आवेदक संस्था नगरपालिका निगम कटनी जिला जबलपुर से
नियमानुसार अनुबंध कर अनुबंध की एक प्रति प्राप्त करेंगे तथा नगरनिगम
के नियमों से बाध्य होंगे।
2. नगर सुधार न्यास कटनी के भूमि विकास एवं भवन निर्माण
संबंधी नियमों से बाध्य होंगे।
3. संयुक्त संचालक, नगर तथा ग्राम निवेश विभाग जबलपुर से
अभिन्यास स्वीकृत कराना होगा। स्वीकृत अभिन्यास स्वीकृत की एक
प्रति इस कार्यालय को प्रस्तुत करेंगे। समिति नगर एवं ग्रामीण निवेश
के नियमों से बाध्य होंगे।
4. कार्य प्रारंभ करने के पूर्व नियम 10 के अनुसार फार्म 4 में आवेदन

रजिस्ट्रीकरण प्रमाण पत्र
(नियम 3(4))

दिनांक : 7/7/2000

रजिस्ट्रीकरण क्रमांक : 3

मध्य प्रदेश पालिक निगम अधिनियम 1956 / मध्य प्रदेश नगर पालिक अधिनियम, 1961 और उसके अन्तर्गत, निर्मित मध्य प्रदेश नगर पालिका (कालोनाइजर) का रजिस्ट्रीकरण, निर्वाचन तथा शर्तों 1 नियम, 1997 के अधीन निम्नलिखित शर्तों के अध्याधीन श्री / श्रीमती / ~~मेसर्स अद्वयक्ष अशोक शर्मा~~ आत्मज ~~स्व. जगत राम शर्मा~~ निवासी -- कटनी, मोहल्ला ~~अद्वयक्ष आयुच निर्माणी~~ ग्राम / बाई नगर -- कटनी, तहसील -- मुड़वारा, जिला -- कटनी का एतद् द्वारा कालोनाइजर के रूप में रजिस्ट्रीकरण किया जाता है। ~~ग्राम - टिकुरी~~ स्व. नं. 51/13, 301/1-2, 302/1, 303/1-2, 364/1-2 नं. ब. 188 प. ह. नं. 45/2 क्षेत्रफल 2,10,000 वर्ग फी.

(1) यह प्रंजीयन नगर के निवेश क्षेत्र / न.पा. क्षेत्र तक के लिए है।

(2) प्रत्येक अतिरिक्त कालोनी स्थापना की सूचना कालोनाइजर को कालोनी स्थापना के पूर्व देना होगा।

(3) प्रत्येक कालोनी के लिए विकास अनुमति / विकास कार्य को प्रारम्भ करने की अनुमति अलग से प्राप्त करना होगी।



स्थान : कटनी

दिनांक : 7/7/2000

टीप :- कालोनी की स्थापना विकास कार्य, कालोनी में भूखण्डों / भवनों का ऑक्टन करने के कथर करने की पात्रता तब होगी, तब कालोनी के विकास की अनुमति नियमानुसार प्राप्त कर ली जाती है।

आयुक्त

कालोनाइजर कटनी

कटनी.

D/m
7/7/2000