

पट्टे सं. [क. 3342]

190/-



Handwritten notes including '20-2-40', '50 1 50', '100 1 100', 'Dated...', and a circled number '9' with '3342' written below it.

THIS INDENTURE made this ... 16 ... 9 ... day of ... 199 between the Governor of the Madhay Pradesh (here in after called the lessor) of the one part and ... (here in after called the lessee) of the other part.

WITNESETH that in consideration of Rs ... 14800 ... paid as premium by the lessee, receipt where of the lessor hereby acknowledges and of the rent here in after ... and of the covnants on the part of the lessee here in after contained.

The lessor hereby demises to the lessee all that plot of land containing by admeasurment ... 3600 sq. ft. or there abovts situate at Katni Camp within the municipal Gram panchayat limit of that town in the district of Jabalpur which said plot of land is more particularly described in the schedule here under written and with the boundries thereof is for greater clearness delineated on the plan here to annexed and there on coloured in red wash.

To hold the same for term commencing from the date of this indenture and ending on the thirty first day of march, 2024 subject to the following conditions :-

(1) The lessee shall pay the yearly rent of Rs -9000- clear of all deduction on the first day of June in each year at the office of Tahsildar, Katni 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 every discription which are now or may at any time here after during the said term be assessed charged or imposed upon the said land hereby demised or the building to be erected there upon or upon the landlord or tenant in respect thereof.

(3) The lessee who is a displaced person has already consturcted building (S) on the site which is found to be fit for dwelling commercial purposes If how ever, the lessee shall not after or extend any part of the constyruction or undertake any new construction on the site without a opeing the said down procedure, as may be applicable from time to time

(3) The lessee shall commence to build within three calendar months from the date of this issue and shall withen two years from the date of this lease erect and completely finish, fit for habitaion and use a dwelling house without buildings.

(3-A) In the building to be erected on said land the lessee may construct doors windows 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 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 either this lease nor anything contained there in shall in any way prevent the lessor or any person holding from him from at any time, erecting any building closely adjacment to the boundre of the said land on such remaining sides-

(3-B) The lessee shall not add to or place againts or over infront of the building erected on the said land any projection or structure overhanging or encloaching upon any land outside the said land hereby demised.

(3-C) The lessee shall have open aminimum marginal space of eight feet width on the front side and of five feet wiath on each of the other sides of the said of 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 percent of the total area/ ... 3600 ... 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 built-up area then that spacificed in cluases (3-C) and (3-D) respectively the provisions of such building bye-law shall prevail.

(4) In the matter of the cetection re-erection or alteration of any building on the said land the lessee shall be subject to the provision of law relating to municipalities and to the rules by-laws and orders lawfully made there under and for the time being in-force.

(5) The lessee shall durning the said term keep the said land audthe buildings crected thereon in a condition fit for habitation and use.

(5-A) Traver 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 then so as to impair their utility without the previous premissin of the collector.

(6-A) The lessee shall not, without the previous permission of the collector carry on, or permit to be carried on the premises, any trade, business or activity for the regulation of which provision has for the time being made by or under the law relating to Municipa-lities/Gram Panchayats provided that such permission shall not exempt the filling any requirements ...

(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.

(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 & 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.

(7-A) In the event of the plot being transferred to any other person except by the way of inheritance the lessee who is displaced person will be liable to pay before the transfer the difference between the premium calculated at market rates at the time of transfer & the premium already paid and the ground rent shall be revised and fixed at one anna in the rupee on the market value so calculated.

(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.

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 if 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 had revenue or exercise the right of the re-entry under the foregoing proviso.

(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 renewed lease of the said land for ~~ten~~ ^{three} 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 expressions '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 the case of the latter, his heirs, executors, administrators, representatives and assigns.

THE SCHEDULE ABOVE REFERRED TO
SCHEDULE

Sl. No.	Sheet No.	Plot No.	Area Leased in sq. feet	Purpose of the Lease	Remarks
1	(2)	(3)	(4)	(5)	(6)
	7	46 9th part	3,600	House site	

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS THE DAY AND YEAR WRITTEN IN EACH CASH.

WITNESSES—
1. _____
2. _____

WITNESSES—
1. _____
2. _____

Signature of Collector

Signature of the collector, Jabalpur
on behalf of the Governor of the
Additional Collector

Signature of Lessee

Date _____

Note-- The premium of Rs..... collected is only for an area of..... sq. feet, as an area of 1800 sq. feet is allowed free of cost, premium the lessee being sponsored displaced person.