

This indenture made the 11th day of October 1945 between the Governor of United Provinces (hereinafter called the 'lessor' which expression shall unless excluded by or repugnant to the context include his successors in office or assigns) of the one part, and M. Guman Singh son of M. Prem Singh caste Khatola Gaurin, Resident of Manja, Kalyala Path Mulla Bikhram in the Dist of Almora (hereinafter called the 'lessee' which expression where the context so admits, shall include his heirs, executors, administrators and assigns) of the other part, witnesseth that in consideration of the sum of Rs 100/- (Rupees one hundred) only on account of Non-recurring premium and of the rent hereby reserved and of the covenants on the part of the lessee hereinafter contained, the lessor, doth hereby demise unto the lessee the plot of land shown in the enclosed plan measuring 55' x 51' in compartment 1 of Pothoh reserved, including and in extension of the plot of land 33' x 51' which was leased to the lessee in July 1936 and for the sake of the greater clearness delineated or shown on the plan hereto attached and therein coloured red. 2. To hold the same unto the lessee for the term of 20 years from the first day of July 1945 and pay during the said term an annual rent of Rs 48/- (Rupees forty eight) only on the first day of July in each year, the first of such payment to be made on 1-7-1945 at the office of the Range Officer, Ranikhet Range, West Almora Division. 3. And the lessee hereby covenants with the lessor as follows, namely: (i) That the lessee will pay unto the lessor on the first day of July 1945, at the office of the Range Officer, Ranikhet Range, West Almora Division, the sum of Rs 100/- (Rupees one hundred) only on account of Non-recurring premium for the plot of land demised unto the lessee; (ii) That the lessee will during the term hereby granted pay unto the lessor the yearly rent hereby reserved on the day and at the place hereinbefore appointed; (iii) That the lessee will use the said demised land only for the purpose of a shop; (iv) That the lessee will not erect any structure what ever outside the boundary of the said demised land and will not allow any fire to be lit outside the said boundary but will keep the space upto 20 yards from the boundary absolutely clear of all inflammable material; (v) That the lessee will be responsible for the action of his men, servants and travellers who stay on the land if they do any kind of damage to the forest; (vi) That the lessee must build 4 coarse masonry pillars about 2' high to demarcate the plot hereby demised and keep them in repair; (vii) That the lessee will, on the expiration or sooner determination of the terms of this lease, peacefully surrender the said plot of land to the lessor; (viii) That on the expiry of the term of the lease the lessee will not be paid any compensation for the building or any other structure that may have been erected upon the plot hereby demised; (ix) That the lessee will peacefully surrender the said plot of land to the lessor should the land or any portion thereof be required by the Public Works Department. 4. Provided always and it is hereby agreed and declared that if the said yearly rent hereby reserved or any part thereof shall be in arrears and unpaid for the space of one Calendar Month next after the day wherein the same shall have become due whether the same shall have been lawfully demanded or not, or if there shall be any such breach by the lessee of any of the covenants hereinbefore contained and on his part



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