



THIS LEASE made on the 31st. day of December,
 one thousand nine hundred and seventyseven corresponding to
 Saka Samvat 1899 BETWEEN THE Governor of Uttar Pradesh
 (hereinafter called "the lessor") of the one part AND Sri Shukdevasram
 Sewa Sangh, Shukartal, Muzaffarnagar, a society registered under the
 Societies Registration Act, 1860 (hereinafter called "the lessee") of
 the other part;

WHEREAS at the request of the lessee the lessor has agreed to
 demise the plots of land hereinafter described to the lessee for the
 purpose of Gardening and planting trees only, subject to the rights and
 restrictions and the several covenants and stipulations hereinafter
 expressed;

NOW THIS DEED EXECUTED under the Government Grants Act, 1895
 as amended from time to time in its application to Uttar Pradesh.
 WITNESSES as follows:-

1. In consideration of the rent hereinafter reserved and of the
 covenants on the part of the lessee for the pur hereinafter contained,
 the lessor hereby demises unto the lessee for the purpose aforesaid ALL
 THOSE plots of land described in the Schedule hereto and with the bound-
 aries thereof for greater clearness delineated or shown on the plan
 annexed to these present and thereon coloured red TO HOLD the said
 premises unto the lessee for the term of thirty years from the first day
 of January 1950 RENDERING THEREFOR during the first five years the yearly
 rent of Rs. 5/- and during the next twenty five years the yearly rent of
 Rs. 22.50P. clear of all deductions by yearly payments on the 15th day of

X *[Signature]* (Muzaffarnagar)

January each year at the office of the Range Forest Officer Muzaffar Nagar or at such other place as the Lessor may from time to time appoint in this behalf, the rent due upto the thirty first day of December 1977 having already been paid.

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

(1) That it will pay the yearly rent hereby reserved on the day and in the manner hereinbefore appointed.

(2) That it will pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter be assessed, charged or imposed upon the said land or the garden laid thereon or the landlord or tenant in respect thereof.

(3) That it shall use the said land for planting trees gardening and cow-shed only and shall not use it for any other purpose or construct any building thereon except a boundary wall and a temporary cow-shed and a temporary shelter for Chaukidar or Mali.

(4) That it shall maintain a garden and plant trees on the said land in proper order.

(5) That on expiration of the lease or sooner determination thereof, the Lessee shall hand over peaceful possession of the said premises after removing the constructions, if any made thereon, and shall not claim any compensation for the improvement or construction made thereon.

(6) That it shall permit the lessor and his agents or servants in the day time to enter upon the said premises and to view the condition of plantation or gardening and to give notice in writing to the lessee of any defects there found or leave the same upon the premises, which defects the lessee will within three calendar months after such notice amend accordingly.

(7) That it will not assign or sublet or in any way transfer the said premises or any part thereof to any other person without the written permission of the lessor.

Provided Always and it is hereby agreed that if and whenever any rent or part thereof shall be in arrears and unpaid for the space

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the covenant by the Lessee heretofore contained, then and in any such case the Lessor notwithstanding the waiver of any cause or right of re-entry, may re-enter upon the said premises and expell the Lessee and all occupiers ~~of~~ the same therefrom and this demise shall absolutely determine and the Lessee shall forfeit all rights to remove or recover any compensation for any improvement made or building erected or plants grown thereon.

PROVIDED FURTHER that notwithstanding anything herein contained, the Lessor shall be entitled to recover the arrears of rent reserved by this deed as arrears of revenue.

It is hereby agreed between the parties hereto as follows: -

(1) That the Lessor hereby covenants with the Lessee that he will at the request and cost of the lessee at the end of the said term of years and so on from time to time thereafter at the ~~expire~~ end of each successive term of years that may be granted execute to the Lessee a new lease of the said premises by way of renewal for the term of thirty years. Provided Always that such renewed terms of years as may be granted shall not with the original terms of years exceed in the aggregate the period of ninety years and that the Lessor shall not be bound to grant any renewal except at the enhanced rate of 50% of the rent payable during the period immediately preceding the renewal.

(ii) That every dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them touching or arising out or in respect of this deed or the subject matter thereof shall be referred to the arbitration of any person nominated by the Secretary to the State Government, U.P. in the Forest Department and the decision of such arbitrator thereon shall be final and binding on the parties hereto. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.

(iii) That the expressions "the Lessor" and "the Lessee" hereinbefore used shall unless such an interpretation be inconsistent with the context include their respective successors.

श्री शुभदेव रामाय सेवा संघ कार्यालय
नौ पवडी, धुमफरतंगर।

(Signature)
(Name of the party)

IN WITNESS WHEREOF Secretary to Govt. U.P. Forest Department acting on behalf of and under the authority of the Lessor in this behalf and ^{Shri} ~~Manager~~ Shukh Dev Ashram... Sewa Sangh. acting on behalf of and under the authority of the Lessee have signed this deed on the day and year first above written.

The schedule herein referred to:

Plots of land nos 42 Pt. ~~and 404 Pt.~~ ~~and 404 Pt.~~ situate in village Sukartal Banjar (Kholi Waste land) in Mizaffarna-gar district measuring 5 acres.

Signed by ~~X~~ ~~Talwar~~ ~~alhi~~
(एम. वी. त्रिपाठी)
For and on behalf of the Lessor.

For and on behalf of the Lessee, B.S. Bora ~~MANAGER~~

In the presence of:

1. M.N. Bawji, Van Ambhag-2, U.P. Sachivalaya, Lucknow
2. R.D. Sharma, Van Ambhag-2, U.P. Sachivalaya, Lucknow

श्री सुकदेव आश्रम सेवा संघ कार्यालय
नई परदा, मुजफ्फरनगर।

~~श्री सुकदेव आश्रम सेवा संघ कार्यालय~~
~~नई परदा, मुजफ्फरनगर।~~

B.S. Bora ~~MANAGER~~

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नई परदा, मुजफ्फरनगर।

② लखेन्द्र देवार्थ,
एड्युकेटिवालि लोडन
दक्षिणी मुजफ्फरनगर

श्री सुकदेव आश्रम सेवा संघ कार्यालय
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