# केवल प्रतिलिपि फीस हेतु

रिमल - १०६ - सन्तर्भ भे विश्वितिश्र हरतादार मुख्य प्रशितिविक जारी करने का दिनांक नोटिस का दिगांक प्रार्थना एक ने की दिनाका JUNE JUR . 1 VAR 5018 10 AUG 2016 - SIDILES PESSON (SD) 2050 03. 172/16 19 570/3/5/0/

12/5/

पुकार लगाया गया। वादी अधिववता श्री आलोक मेहरोत्रा एवं प्रतिवादी अधिवक्ता श्री रभेश जायसवाल उपरिधत।

- 2. प्रतिवादी द्वारा प्रतिवाद पत्र प्रस्तुत।
- 3. पक्षकारों के अधिवक्ताओं द्वारा कथन किया गया कि उनके मध्य सुलह—समझौते की सम्भावना नहीं है। पक्षकारों के अभिवचन पूर्ण एवं स्पष्ट है। अतः आवेश 10 नियम 2 सिविल प्रकिया संहिता, 1908 के अधीन पक्षकारों का मौखिक परीक्षण किया जाना आवश्यक प्रतीत नहीं होता है।
  - 4. पक्षकारों के अभिवचनों के आधार पर निम्नवत् विवाद्यक विरचित किए जाते है-
- 1. क्या वादी वादपत्र की सूची 'क' में वर्णित सम्पत्ति का एकमात्र स्वामी है एवं क्या प्रतिवादी वादपत्र की सूची 'बी' में वर्णित सम्पत्ति का स्वामी है?
  - 2. अनुतोष, यदि कोई हो, जिसे पाने का वादी हकदार है ?
- 5. अन्य कोई भी विवाद्यक ना तो उत्पन्न हुआ और ना ही बल दिया गया। पक्षकारगण एक दूसरे द्वारा प्रस्तुत दस्तोवजों पर रवीकृत/अस्वीकृत का पृष्ठांकन करें। पत्रावली दिनांक 13.5.2016 को वादी साक्ष्य हेतु प्रस्तुत हो।

(आशुतोष कुमार मिश्र)

सिविल जज सी०डि० कैम्प कोर्ट मसूरी, देहरादून

13/5/16 लगापा गण। वादी सरित्र अणिवन्त्र अल्लोक मध्या एक प्रतिवादी सिर्म शी रमेरा आपमवाल उवस्थित। वादी हारा मूर्ची ना से बिलेख <del>a</del> PW नर्ज नार्न के वर्णन भेकिर शरा हार्य लगारि गया। प्रभारी (DAI Aus गपा । अम्मीता अपम वस्पारा कारा त्या गण। जदाशया

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पटनान अने अस्मिकमाओं ने किया।
पटनान अने अस्मिकमाओं ने किया।
प्रामित हाटा कोन्द्र्या समर्थाता विक आमे का अपन स्वा अपा असे का अपन स्वा अपा महमूसार समर्थाता प्रथम (६६) महमूसार पर इस बाद की निस्तारण स्वा अता है। समर्थाता प्रथम १६६। सिमी का भाग होगा।

(भाषांताष धुमार मिछ) (क्षिता जज (इस में) हिन्य कोर्ट मसूरी, दश्राधम

19/5/16 31104 (30) UC ECO134 (400) 51/1

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(आशुतोष बीमीर मिश्रा सिविल जेज (सी०डि०) देहरादून

HE 100000 11/8/16

भारतिह स्थानस्तित्व, वेहरापुन

केवल प्रतिलिपि फीस हेतु

प्रतिलिपि हेतु शुल्क - 10/- रूपयें

प्रार्थना पत्र देने की दिनांक

नोटिस का

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दिनांक	जिसिकरने का दिनांक	हस्ताक्षर मुख्य प्रतिलिपिक 🎏
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## मूल वाद में आज्ञण्ति

17/81

(बादेश 20; नियम 0-7)

मायासम सिविक भाग ही विविव दें हराइन

जला

गृह्ण संस्था ७५ । ७२ । ७६

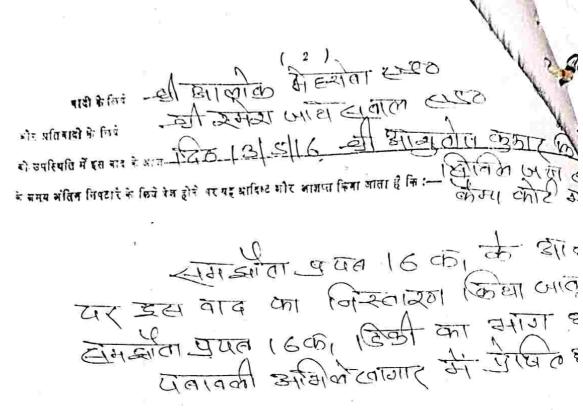
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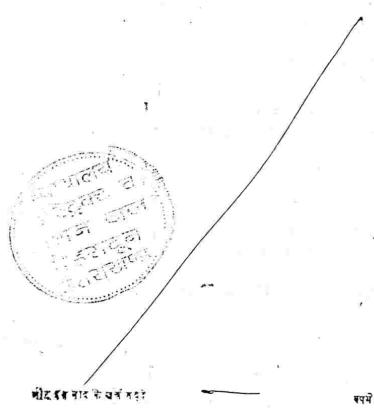
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(A) That a decree DECLARING that the plaintiff is the sole owner of the property as mentioned in 'Schedule A' to the







रपमें की राशि जान की तारीक्ष के आपन की

प्रतिशत प्रतिवर्ष की दर से ब्याज लिहित

D आदेशमेरे हत्ताक्षर और स्थायान मही मुद्दा के गाँउत जान दियांक (3 मान es

লিবিদেখাৰ কৌ০টি০)

रामा पर हत्वाहार होने का दिलांके -26/5/16

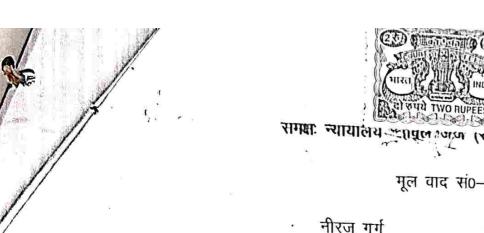
## वाद के सर्चे

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्य आयाम भ हताया तहा गादी के अभिवनका के तुस्तास २

श्रीतमारी के श्राप्तवरहा के इन्साहः

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समक्षाः न्यायालय क्षायल क्षायल (पाणान्य), देहरादून (कैम्प-मराूरी)

मूल वाद सं0- 172/2016

बनाम

मनोज गर्ग

महोदय

उपरोक्त वादं में पक्षों के बीच निम्नलिखित समझौता आपसी रजामन्दी से हो

- यह कि वादी MOU में वर्णित Schedule A की सम्पत्ति का एकमात्र स्वामी है 1. तथा भविष्य में प्रतिवादी का उपरोक्त सम्पत्ति में कोई दखल नहीं होगा।
- यह कि प्रतिवादी MOU में वर्णित Schedule B की सम्पत्ति का एकमात्र स्वामी 2. होगा तथा भविष्य में वादी का उपरोक्त सम्पत्ति में कोई दखलान्दाजी नहीं होगा।
- यह कि भविष्य में कभी भी सरकारी अथवा गैर सरकारी विमाग में इस तथ्य को 3. तसदीक करने की आवश्यकता होती हैं तो दोनों पक्ष सहमति से कोई भी दस्तावेज निष्पादित करेंगे व इस आशय के बयान देने हेतु भी बाध्य होंगे।
- यह कि वादी एवं प्रतिवादी इस वाद में अपना-अपना खर्चा स्वंय वहन करेंगे।

अतः महोदय से निवेदन है कि वर्तमान वाद को उपरोक्त समझौते के आधार पर निस्तारित करने की महति कृपा करें।

दिनांकः 13.05.2016

प्रस्तुतकर्ता

(आलोक मेहरोत्रा)

अधिवक्ता, वादी

(रमेश कुमार जीयसवाल) अधिवक्ता, प्रतिवादी

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उत्तराखण्ड UTTARAKHAND

#### MEMORANDUN OF UNDERSTANDING

This MOU is made at Mussoorie on this the 28th day of May ,2015

#### BETWEEN

Neeraj Garg, son of Late Sri Prihi Chand; r/o 'Hernedale Estate', Happy

Valley Mussoorie, Dist. Dehradun,( Uttrakhand ) ;

(hereinafter called the 'FIRST PART') of the ONE PART;

#### AND

Manoj Garg, son of Late Sri Prihi Chand; r/o 'Hernedale Estate', Happy Valley Mussoorie, Dist. Dehradun (Uttrakhand); (hereinafter called the 'SECOND PARTY') of the OTHER PART;

IT IS HEREBY SPECIFICALLY DECLARED, that the terms "FIRST PARTY" and "SECOND PARTY" used in this deed shall mean to include their respective legal heirs, successors, assigns, transferees, attorneys etc. as and when the context so requires for the best interpretation of these terms;

WHEREAS Late Rati Ram, son of Lala Shadi Ram was the owner in possession of the immovable property known as "Hernedale Estate" Happy Valley, Mussoorie; AND

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WHEREAS Late Lala Rati Ram had gifted a portion of the property to his eldest son Sri Prithi Chand, vide gift-deed dated property to his eldest son Sri Prithi Chand, vide gift-deed dated property duly registered as Document no. 7659 of 1977 in Book No.I, 28.12.1977 duly registered as Document no. 7659 of 1977 in the office of Sub-Volume No. 142, on pages 316 to 320 on 29.12.1977 in the office of Sub-volume No. 142, on pages 316 to 320 on 29.12.1977 in the office of Sub-volume No. 142, on pages 316 to 320 on 29.12.1977 in the office of Sub-volume No. 142, on pages 316 to 320 on 29.12.1977 in the office of Sub-volume No. 142, on pages 316 to 320 on 29.12.1977 in the office of Sub-volume No. 142, on pages 316 to 320 on 29.12.1977 in the office of Sub-volume No. 142, on pages 316 to 320 on 29.12.1977 in the office of Sub-volume No. 142, on pages 316 to 320 on 29.12.1977 in the office of Sub-volume No. 142, on pages 316 to 320 on 29.12.1977 in the office of Sub-volume No. 142, on pages 316 to 320 on 29.12.1977 in the office of Sub-volume No. 142, on pages 316 to 320 on 29.12.1977 in the office of Sub-volume No. 142, on pages 316 to 320 on 29.12.1977 in the office of Sub-volume No. 142, on pages 316 to 320 on 29.12.1977 in the office of Sub-volume No. 142, on pages 316 to 320 on 29.12.1977 in the office of Sub-volume No. 142, on pages 316 to 320 on 29.12.1977 in the office of Sub-volume No. 142, on pages 316 to 320 on 29.12.1977 in the office of Sub-volume No. 142, on pages 316 to 320 on 29.12.1977 in the office of Sub-volume No. 142, on pages 316 to 320 on 29.12.1977 in the office of Sub-volume No. 142, on pages 316 to 320 on 29.12.1977 in the office of Sub-volume No. 142, on pages 316 to 320 on 29.12.1977 in the office of Sub-volume No. 142, on pages 316 to 320 on 29.12.1977 in the office of Sub-volume No. 142, on pages 316 to 320 on 29.12.1977 in the office of Sub-volume No. 142, on pages 316 to 320 on 29.12.1977 in the office of Sub-volume No. 142, on pages 316 to 320 on 29.12.1977 in the office of Sub-volume No.

WHEREAS Sri Prithi Chand expired on 08.02.2013 leaving behind him his widow Smt. Saroj, the 'FIRST PARTY' and 'SECOND PARTY' as his heirs. Thus after the demise of Sri Prithi Chand, Smt. Saroj, the 'FIRST PARTY' and 'SECOND PARTY' had jointly inherited the said property belonging to him as his heirs; AND

WHEF.EAS, Smt. Saroj as the mother of both the parties had conveyed, transferred, relinquished her undivided one initial share in the said property jointly in favour of the 'FIRST PARTY' and 'SECOND PARTY' without any monetary consideration vide deed of conveyance dated 27.12.2014 duly registered as Document no. 34/2015 in Book No.I, Volume No. 220, on page 143 (Additional File Book No.I, Volume No. 254, on page 447 to 494 on 23.03.2015 in the office of Sub-registrar, Mussoorie; AND

WHEREAS by virtue of the said Conveyance Deed, the First Party had and the Second Party have become the owners of 50 % undivided share in Hernedale Estate , Happy Valley, Mussoorie; AND

WHEREAS, the parties to this MOU have further physically divided the said property by metes and bounds which continues to be in their sole and exclusive possession and they are peacefully enjoying the same to the exclusion of each other, which they are now reducing in writing so as to have no mis-understanding at any future time; AND

Neergy Garg

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So now the First party and the Second party have now reduced in writing the settlement as follows for greater misunderstanding in future:-

- 1. That as per the mutual settlement , the First Party is the sole and of the Western portion of the three storeyed building 'Hernedale Building', Abutting Happy Valley Road, Mussoorie with all rights of ownership, easement and common facilities etc. as detailed in the 'Schedule A' at the foot of this MOU and shown in red line and the letters A-B-C-D-E-F-A in the site plan annexed to
  - 2. That as per the mutual settlement, the Second Party is the sole and absolute owner of the Eastern portion of the building Hernedale Building ', Abutting Happy Valley Road , Mussoorie ownership, easement and common facilities etc. as detailed in 'Schedule B' at the foot of this MOU and shown in red line and the letters E-F-G-H-I-J-E in the site plan annexed to this MOU.
- 3. That hereafter both the parties shall be free to deal with their respective portions as sole owners, and shall execute any other document necessary to confirm the terms of this MOU. But it is hereby agreed and declared that both the parties to this MOU shall not make any structural additions / alterations in the common wall E-F so as to weaken the structure of the building without the consent of the other party and vice-versa. It is also agreed that as far as possible the sewerage, drainage, passages etc. shall also be separated by the parties at their own cost within one year from the date of this MOU. In case any facility is joint, the parties shall share the mantainence cost in equal shares .
  - both the parties shall get the names recorded as sole and absolute owners of their respective portions in the records of Nagar Palika Parishad, Mussoorie for which they shall co-operate with each other. In case this document is required to be registered to more fully pass the title to both the parties, the parties shall do the same and bear half the cost each.

NAME.



PARTY.

## SCHEDULE A:-

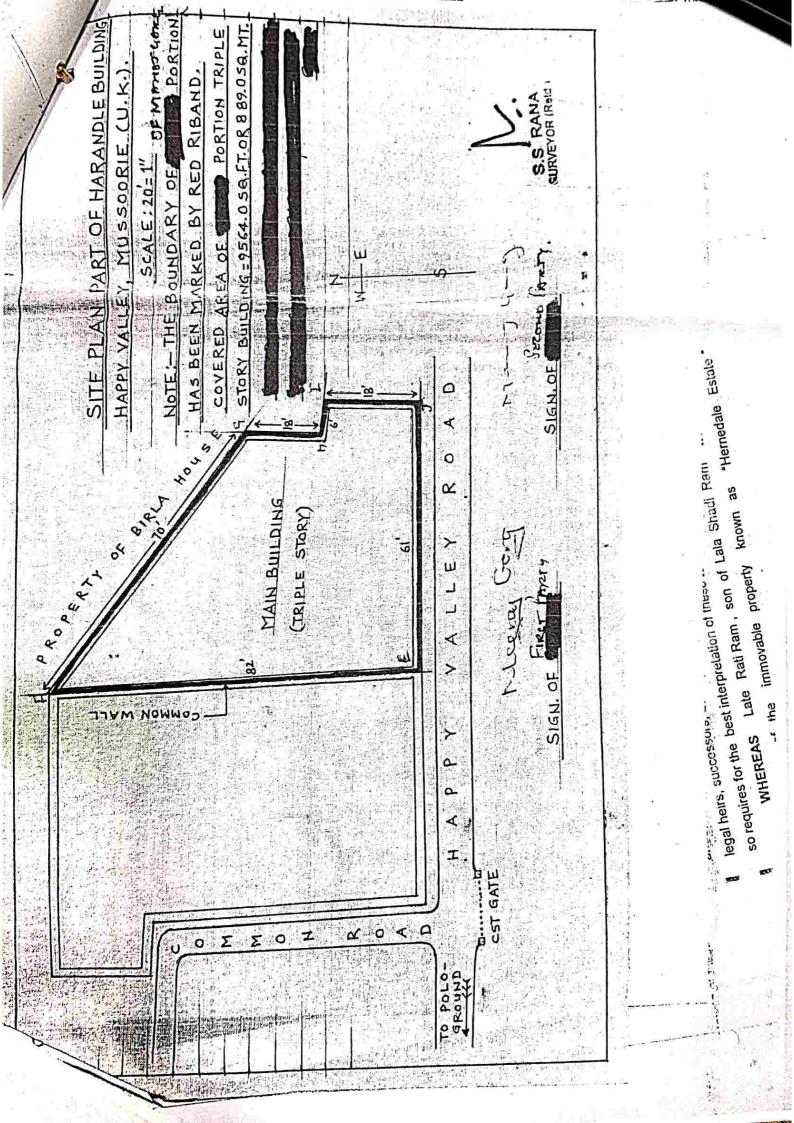
Western portion of the three storeyed building Hernedale Building', Abutting Happy Valley Road, Mussoorie with all rights of ownership, easement and common facilities etc. as detailed in the 'Schedule A' at the foot of this MOU and shown in red line and the letters A-B-C-D-E-F-A in the site plan annexed to this MOU.

## SCHEDULE 'B'

Valley Road, Mussoorie with all rights of ownership, easement and common facilities etc. as detailed in the 'Schedule B' at the foot of this MOU and shown in red line and the letters E-F-G-H-I-J-E in the site plan annexed to this MOU.

IN WITNESS WHEREOF, the First Party and the Second Party have signed and executed this MOU on the date month and year first above mentioned in presence of the following witnesses.

Menay Gar	
FIRST PARTY	<b>*</b>
Witnesses:-	SECOND
1.	and the second of the second of the second
Name <u> </u>	Father's Name: ราชาริยา ฮสเร
2. भक्ती	<i>α</i> η <b>4</b> 131
Name:	
Address: Toni	Father's Name : 2350 (Photo ID NO.
Draft approved by the parties	and typed in my office:
(A.Mehrotra )Advocate .	House a Province of the Contraction
	Attested 645
	RAM DAYAL Advicate/Notary Reg. Ma.49 (1/2007) MUSSOORIE (U.S.)



NAGAR PALIKA PA City Board Mussoorie Book No. RECEIPT Receipt No. MUNICIPALITY DE Received from..... Rupees (in words)..... Premises No. ..... for the period .... Executive Officer.... W.C./Rents/etc..... Clerk incharge of demand and collection. Register Total Rs. Tax Superintendent.... Cashier.....Accountant

35/2015

2000 (CO)

## CONVEYANCE -DEED .

Market Value , :

RA 10001- Neerry Grang

Stamp Duty

Rs. 1,000/-

Number of stamp sheets

One (1 x 1000/-)

Main Location

Schedule of the property:

Happy Valley, Mussoorie; Undivided One-third share in Land

Forming part of 'Undercliff Estate'

Happy Valley Mussoorie,

Dist. Dehradun

Name (s) of First Party (s):

Smt. Saroj ,w/o Late Sri Prihi Chand , r/o Hernedale Estate , Happy Valley, Mussoorie , Dehradun (Uttrakhand)

Name(s) of Second Party (s)

(PAN NO. ACMOD6050D)

1. Neeral Garg, son of Late
Late Sri Prihi Chand
(PAN NO. ACVPG9589K);

2. Manoj Garg, son of Lata Sri Prihi Chand; (PAN NO. AUPGAL);

Both r/o 'Hernedale Estate', Happy Valley Mussoorie, Dist. Dehradun; ( Uttrakhand);

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### Page-2

# CONVEYANCE -DEED

This deed of CONVEYANCE of one-third undivided share in immovable property is made at Mussoorie on this the 27th. day of 2014" December,

#### BETWEEN

Smt. Saroj ,w/o Late Sri Prihi Chand , r/o Hernedale Estate , Happy Valley, Mussoorie, Dehradun (Uttrakhand); (PAN NO. ACMOD6050D) (hereinafter called the 'FIRST PART' ) of the ONE PART;

- 1. Neeraj 。Garg, son of Late Sri Prihi Chand;
- 2. Manoj Garg, son of Late Sri Prihi Chand;

Both r/o 'Hernedale Estate', Happy Valley Mussoorie, Dist. Dehradun, (Uttrakhand); (hereinafter jointly called the 'SECOND PARTY

OTHER PART;

IT IS HEREBY SPECIFICALLY DECLARED AND AGREED, that the terms 'FIRST PARTY' and 'SECOND PARTY' used in this deed shall mean to include the parties themselves, and their respective legal heirs, successors, assigns, etc. as and when the context so requires for the best interpretation of these terms;

WHEREAS Late Rati Ram, son of Lala Shadi Ram was the owner in possession of the immovable property known as "Hernedale Estate." Happy Valley, Mussoorie; AND

WHEREAS Late Prithi Chand was the joint-owner of the immovable property known as 'Undercliff Estate', Near Happy Valley Mussoorie During his lifetime, Sri Prithi Chand and the other joint-owners - Lala Ratiram, Satish Chand and Dinesh Chand had sold a major portion of the said estate to M/s Golden Forest. But they had retained a part of the estate admeasuring 5.07 acres (more or less) in their ownership...

whereas Late Lal Ratiram had bequeathed his one-form undivided share in the said estate to his eldest son Sri Prithi Chand vide will dated 20.07.2001, duly registered as Document no. 5/2001 in the office of Sub-registrar, Mussoorie. Lala Ratiram expired on14.09.2004. After his demise, Sri Prthi Chand also inherited another one-fourth undivided share in the estate. Thus Sri Prithi Chand became the joint-owner of one-half share (50%) in the said remaining land forming part of Undercliff Estate admeasuring 5.07 acres (more or less); AND

WHEREAS Sri Prithi Chand expired on 08.02.2013 leaving behind him the 'FIRST PARTY' and 'SECOND PARTY' as his sons/ heirs. Thus after the demise of Sri Prithi Chand, the 'FIRST PART' and 'SECOND PARTY' have jointly inherited the said property belonging to him as his heirs; AND

WHEREAS, the 'FIRST PART' as the mother of the SECOND PARTY is willing to convey, transfer relinquish her undivided one-third share in both the said properties in favour of the SECOND PARTY without any monetary consideration;

315/45/41;

rusing Opin

V.

# Page-4 SO NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

- 1. That the 'FIRST PARTY', as the co-owner of one-third undivided share 'Underchiff Estate', Near Happy Valley, of in the said portion does hereby convey, transfer, relinquish Mussoorie both her sons - Neeraj Garg and Manoj Garg (SECOND PARTY) in monetary consideration equal shares , will be ut at does hereby , transfer, convey, and assign, unto the "SECOND PARTY" the said portion of 'Underchiff Estate', Near Happy Valley, Mussoorie fully described in the schedule at the foot of this deed, TOGETHER with all the rights / advantages and easementary right etc. appertaining to the said portions and every part thereof TO HAVE and TO HOLD the same absolutely and forever by the "SECOND" PARTY" without any future interference from the "FIRST PARTY" or any persons claiming under or through her.
- 2. That the "FIRST PARTY" does hereby declare that she, and all persons claiming under or through her shall at all times and at the cost of the person so requiring, do and execute or cause to be done or executed all such lawful acts, deeds and things whatsoever necessary for further and more perfectly conveying and assuring the said property to the "SECOND PARTY" and placing them in possession of the same according to the true internal and meaning of this deed.
- 3. That the "FIRST PARTY" has handed withdrawn her possession of the portions assigned as co-owner, which is accepted and acknowledged by the "SECOND PARTY". From this day, the "SECOND PARTY" shall enjoy the said portion of 'Undercliff Estate' as joint-owners and the "FIRST PARTY" is left with no connection whatsoever with the portion assigned.
- 4. That the "SECOND PARTY" shall have right to get the portion mutated in as the two joint-owners in their names in the records of Municipal Board, Mussoorie for which the "FIRST PARTY" shall render all possible help:
- 5. That the portions assigned are situated in Happy Valley area within the Municipal Limits, of Mussoorie
- 6. The stamp duty of Rs. 1000/- on conveyance between co-owners is being paid by the FIRST PARTY ...

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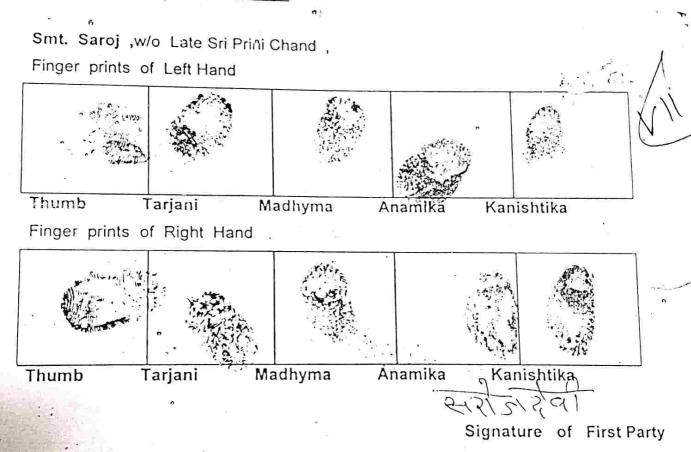
**M**.

# SCHEDULE OF THE PROPERTY HEREBY CONVEYED / ASSIGNED :

All that one-third undivided share in the one-half undivided share of Late Sri Prithi Chand in portion of 'Undercliff Estate', Near Happy Valley, Mussoorie, having a total land area of 5.07 acres.

Finger prints as required u/s 32 A of Registration Act-1908

Name & Address of First Party:



51512) 3 611

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Man

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	IN WITNESS WHEREOF, the 'FIRST PAR	TY' and ' 'SECOND PARTY '"	
	have signed and executed this conveyance-de-	ed on the date, month and year	
	first above mentioned in presence of the followi		
	2-13/23/3/1		116
	'FIRST PARTY'	SECOND PARTY	111
	# DO-	Meerey Gar	111.
	WITNESSES:		116
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	2. Francis	1	
	(Name: Sutian June), Slostforway	wings.	
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	Draft approved by the 'FIRST PARTY' and 'SE	ECOND PARTY' and typed in my	
	office:		111
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	(A. Mehrotra ) Advocate.		4
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