

Decree Sheet

Copy of decree sheet

8063

Value of the suit for the purpose of jurisdiction Rs. 200/-
Value-----do-----court fee Rs. 25/-

In the Court of Sh P.K.Lal, Civil Judge (Jr. Div) Faridabad.
Suit no 998/5.12.2005

Sh Pardeep Garg s/o Sh P.M.Garg, R/o House no. 1283, Sector-15
Faridabad.plaintiff

Versus

1. Sh Rajeev Garg s/o Sh P.M.Garg r/o House no. 1283, Sector-14
Faridabad.
2. Sh Manoj Garg s/o Sh P.M.Garg s/o Sh P.M.Garg r/o House
No. 1295 Sector-15, Faridabad.

Suit for Declaration

....Defendants

Claim: Prayed that a decree for declaration to the effect
that the plaintiff is the exclusive owner in possession of
plot /house bearing no. 1283 Sector-14, Urban Estate Ftd
having a total area of 1155.56 Sq yds and the defendants
have not right, title or interest of any kind in the said
property may kindly be passed in favour of the plaintiff and
against the defendants.

Any other relief which this Hon'ble court deems fit
fit and proper may also be granted in favour of the plaintiff
and against the defendants.

Plaint presented on 5.12.2005.

This suit is coming before me for final disposal (Sh P.K.
Lal, Civil Judge (Jr. Div) Faridabad.

In the presence of Sh D.K. Sharma, Adv. for the
plaintiff & Sh R.N. Sharma Adv. for the defendants.

It is ordered that the suit for the plaintiff
succeeds and is decreed as prayed for, subject to registrati-
on and encumbrances, if any.

Memo of Costs

	plaintiff	Defendants
1. Stamp for plaint	25-00	--
2. Stamps for power	2-00	2-00
3. Stamps for exhibits	--	--
4. Pleader's fee	--	--
5. Substence of witnesses	--	--
6. Commission's fee	--	--
7. Misc/process fee etc	--	--

Total Rs. 27-00 2-00

Given under my hand and the seal of this court
on 3.6.2006.

Sd/-
P.K. Lal
Civil Judge (Jr. Div),
Faridabad. 3.6.2006

Conf. and by
Suraj



STAMPED TO BE TRUE COPY

21 JUL 2020

12/06/06
14/06/06
24/06/06

STAMPED

21 JUL 2020

दिनांक 14/08/2006

प्रलेख नः 8063

डीड संबंधी विवरण

डीड का नाम COMPROMISE WITH IN MC AREA
तहसील/सब-तहसील फरीदाबाद
गांव/शहर फरीदाबाद

धन संबंधी विवरण

रजिस्ट्रेशन फीस की राशि 0.00 रुपये

पेस्टिंग शुल्क 3.00 रुपये

Drafted By: D.Courts Fbd.

यह प्रलेख आज दिनांक 14/08/2006 दिन सोमवार समय 10-11 बजे श्री/श्रीमती/कुमारी Pradeep Garg पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी P.M. Garg निवासी 1283/14 Fbd. द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री Pradeep Garg

Joint Sub Registrar
FARIDABAD

पंजीयन अधिकारी
फरीदाबाद

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Pradeep Garg दाम्पत्य हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Sat Pal Singh पुत्र/पुत्री/पत्नी श्री ADV. निवासी D.Courts Fbd. व श्री/श्रीमती/कुमारी Sunder Lal पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Tulsi Ram निवासी A Lawalpur Palwal सौक्ष्मिकः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 14/08/2006

ATTESTED

For Sub Registrar
Faridabad

Joint Sub Registrar
FARIDABAD
पंजीयन अधिकारी
फरीदाबाद

स्थायी क्रमांक 14/08/2006 - 14/08/2006
मुद्रांकन प्रमाणित है।

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Revenue Department Haryana

CHARIS-EX

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Copy of Judgment

In the Court of Sh. P.K. Lal, JCS, Civil Judge (Junior Division) Faridabad.

Case No. 898.

Date of Instt: 5.12.05.

Date of Decision: 3.6.2006.

Sh. Pardeep Garg s/o Sh. P.M. Garg, R/o House No.1283, Sector-14 Faridabad.

.....Plaintiff.

Versus.

1. Sh. Rajeev Garg s/o Sh.P.M. Garg R/o H. No. 1293, Sector-14 Faridabad.
2. Sh. Manoj Garg S/o Sh. P.M. Garg R/o H. No. 1295, Sector-15 Faridabad.

....Defendants.

* Suit for Declaration *

Present:- Sh. D.K. Sharma, Adv. for plaintiff.
Sh. R.N. Sharma, Adv. for defendants.

JUDGMENT:-

The plaintiff have filed the present suit against the defendant seeking a decree of the effect that he is owner in possession of property mentioned in para No...2..... of the plaint.

2. Defendant appeared and filed admitted written statement. Statement of parties recorded to this effect. Ld. counsel for the plaintiff placed on record, original sale deed Ex.P1 and photocopy Mark A.

3. As the defendant admitted the claim of the plaintiff in toto and the parties are not at any issue. Therefore, suit of the plaintiff succeeds and is decreed as prayed for, subject to registration and encumbrances, if any. Decree sheet be prepared. File be consigned to record room.

Announced. 3.6.2006.

(P.K Lal)
Civil Judge Jr. Divn.
Faridabad.

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Carpared by

Sworn COPY

certified by Secy of the

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12/06/06

14/06/06

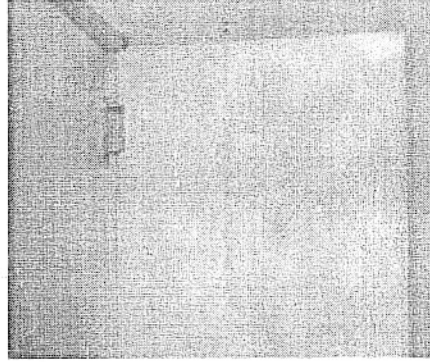
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Reg. No. 8063 Reg. Year 2006-2007 Book No. 1



पेशकर्ता
Pradeep Garg

दावेदार

गवाह

दावेदार
Pradeep Garg

गवाह :- Sat Pal Singh Sunder Lal

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 8,063 आज दिनांक 14/08/2006 को बही नः 1 जिल्द नः 0 प्रष्ठ नः 57 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जल्द नः 6 के प्रष्ठ सख्या 70 से 72 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनांक 14/08/2006

उप/संयुक्त पंजीयन अधिकारी
फरीदाबाद

ATTESTED
for Sub Registrar
Faridabad

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DEED OF CONVEYANCE OF BUILDING/SITE SOLD BY ALLOTMENT

This deed of conveyance made the 27th day of April 1995 between the Haryana Urban Development Authority acting through the Estate Officer (herein after called 'the vendor' (of the one part and Geeta Devi Marwari r/o H. No. 153, Sector 16, F.R.D. (here in after 'the transferee') of the other part

Whereas the land hereinafter described and intended to be hereby conveyed was owned by the vendor in full proprietary rights.

And whereas the vendor has sanctioned the sale of the said land to the transferee in pursuance of his application dated 7-1-1972 made under sub-regulation (1) of the regulation (5) of the Haryana Urban Development Authority (Disposal of land and buildings) Regulations, 1978 (hereinafter referred to as the said regulations) to be used as a site for residential purpose in the urban area of FARIDABAD.

And whereas the vendor has fixed the tentative price of the said land sold by allotment at Rs. 1570 (Rupees one thousand five hundred and seventy only)

And whereas the vendor reserves the right to enhance the tentative price in the case of land sold by allotment by the amount or additional price determined in accordance with the said regulations.

And whereas the transferee, sold land by allotment has paid the tentative price and agree to pay the additional price in the manner here after appearing.

Now therefore, this deed witness that for the purpose of carrying into effect the said allotment in consideration of the

26 JUL 2021

For Sub Registrar
Faridabad

दिनांक 20/1/35
 नं. 21/1/35
 Joint Sub Registrar
 PARIDABAD

महोदय २०/१/३५


 20/1/35

Joint Sub Registrar
 PARIDABAD

दिनांक 20/1/35
 नं. 21/1/35
 Joint Sub Registrar
 PARIDABAD

महोदय २०/१/३५


 20/1/35

Joint Sub Registrar
 PARIDABAD

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 Joint Sub Registrar
 PARIDABAD



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convenants of the transferee, hereinafter contained and the said
Rs. 66711- (Rupees Sixty Six thousand seven hundred and seventy one)
paid by the transferee and the undertaking of the transferee to
pay the additional price, if any determined to be paid by the
transferee within a period of thirty days of the date of demand
made in this behalf by the Estate Officer without interest or in
such number of instalments with interest as may be determined by
the Chief Administrator, the Vendor hereby grants and conveys
into the transferee all the price and parcel of site No. 1283
Sector 14 of the Urban Estate at F.D. area in square metres 1155.56 yard
and more particularly described in the
plan filed in the office of the Estate Officer, signed by the
Estate Officer Dr. No. Dated
(hereinafter called the said land).

To have and to hold the same unto and to the use of the
transferee subject to the exceptions, reservations and conditions
convenants hereinafter contained each of them that is to say.

1. The transferee shall have the right possession and enjoyment
so long as he pays the additional price, if any, determined
by the Vendor within a period fixed as aforesaid and otherwise
conforms to the terms and conditions of sale.
2. The Vendor shall have a first and paramount charge over the
said site for the unpaid portion of the sale price including
additional price and the transferee shall have no right to
transfer by way of sale, gift, mortgage or otherwise the land
or any right, title or interest therein (except by way of lease
on a monthly basis) without the previous permission in writing

the Estate Officer. The Estate Officer while granting such permission may impose such conditions as may be decided by the Chief Administrator, from time to time.

The Vendor reserves to himself all mines and minerals whatsoever in or under the said site with all such rights and powers as may be necessary or expedient for the purpose of searching for working mining, removing enjoying the same at all such times and in such manner as the vendor shall think fit, with power to carry out any surface of all or any part of the said site and to sink pits erect buildings, construct lines and generally appropriate and use the surface of the said site for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exceptions and reservations hereinafter contained.

Provided that the transferee shall be entitled to receive from the vendor such payments the occupation by him of the surface and for the damage done to the surface or building on the said land by such workings or letting down as may be agreed upon between the vendor and the transferee or failing such agreement as shall be ascertained by reference to arbitration.

The transferee shall pay all general and local taxes rates or cesses for the time being imposed or assessed on the said land by competent authority.

The transferee shall have to complete the construction within two years from the date of offer of possession on the said land in accordance with the relevant regulations.

Provided that the time limit for construction may be extended by the Estate Officer in case the failure to complete the building within the stipulated time was due to reasons beyond the control of the transferee.

The transferee shall not erect any building for make any addition or alteration without prior permission of the Estate Officer. No.

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ATTACHED
For Sub Registrar
Fariaabad

No fragmentation of any land or buildings shall be permitted.

7. The Vendor may by his officer and servants at all reasonable time and in a reasonable manner after twenty four hours notice in writing enter in and upon any part of the land or building erected therein for the purpose of ascertaining that the transferee has duly performed and observed the covenants and conditions to be performed and observed by him under these presents.
8. The Vendor shall have full rights, power and authority at all times to do through officers or servants all act and things which may be necessary or expedient for purpose of enforcing compliance with all or any of the terms, conditions reservations herein contained and to recover from the transferee as first charge upon the said site the cost of doing all or any such acts and things and all costs incurred in connection therewith on in way relating thereto.
9. The transferee shall not use the said land for any purpose than that for which has been sold nor shall he use the building constructed on it for a purpose other than that which it has been constructed except in accordance with the rules/regulations made under the Haryana Urban Development Authority Act, 1977 hereinafter referred to as the Act).
10. The transferee shall accept and obey all the rules/regulations and orders made or issued under the Act.
11. In the event of non-payment of the additional price within the fixed period by the Transferee or in the event of breach of any other condition of sale, the Estate Officer may impose a penalty or resume the land or both in accordance with the provisions of Act and the rules/regulations made thereunder.

In the event of resumption it shall be lawful for the Estate Officer, notwithstanding the waiver of any previous cause or right for re-entry thereon or any part thereof, to possess retain and enjoy the same as to his former estate and the Transferee shall not be entitled to refund of the sale price of any part thereof or any compensation whatsoever on account of such re-entry except in accordance with the provisions of the said Act.

ATTESTED
For Sub Registrar
Faridabad

12. All the disputes and differences arising out of or in any touching or concerning this deed whatsoever, shall be referred to the sole arbitration of the Chief Administrator or any other officer appointed by him. It will not be an objection to such appointment that the arbitrator so appointed is a Government servant or an officer of the Authority that he had to deal with the matter to which this deed relates and that in the course of his duties as such Government servant or officer as the case may be he has expressed, his view on all or all or any of the matter in the dispute or difference. The decision of such arbitrator shall be final and binding on the parties to this deed.

If and so long as the Transferee shall fully perform and comply with each and all the terms and conditions herein made and provided but not otherwise, the vendor will secure the transferee full and peaceful enjoyment of the rightly and privileges herein and hereby conveyed and assured.

and it is hereby agreed and declared that unless a different meaning shall appear from the context:

- a) The expression 'Chief Administrator' shall mean person Chief Administrator of the Authority as defined in clause (e) of Section (2) of the Act.
- b) The expression 'Estate Officer' shall mean person appointed by the Authority and clause (1) of section (2) of the Act to perform the functions of Estate Officer under the Act in one or more than the Urban Area,
- c) The expression 'Vendor' used in these presents shall include in addition to the Haryana Urban Development Authority and in relation to any matter or anything contained in or arising out of these present every person duly authorised to act or to represent the Haryana Urban Development Authority in respect of such matter or thing.
- d) The expression 'Transferee' used in these presents shall

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For Sub-Registrar
Faridabad

in addition to the said Rajaram his lawfull heirs successors representative, assignees, lessees and any person or persons in occupation of the land or building erected thereon with the permission of the Estate Officer.

Witness where of the parties hereto have hereunder respectively describe there names at the places and on dates hereinafter. In each case specified.

signed by the said J. C. Mohi 9th at _____
the _____

TRANSFeree

in the presence of witness:

Name

Resident

Occupation

Name

Resident

Occupation

K. L. Brodhead
11th April 18
Service
C. P. Mohi
11th April
Service

signed for and on behalf of the Maryana Urban Development Authority and setting under his Authority at Faridabad to the day of 7th April

ATTESTED
For Sub Registrar
Faridabad

ESTATE OFFICER

In the presence of witness:

1. Name *Sachin Patel BDD*

Resident *Estate Office MDDA BDD*

Occupation *Service*

2. Name *Sachin Singh Clerk*

Resident *Estate Office MDDA BDD*

Occupation *Service*

[Signature]

[Signature]