

HIMACHAL PRADESH  
PUBLIC WORKS DEPARTMENT

No.PW-SRDD/ WA Forest case -2023-24  
To

3935-36

Dated:- 03/6/2023

✓ The Divisional Forest Officer,  
Shimla Forest Division,  
Shimla -2.

Subject:-

**Diversion of 3.2322 ha of forest land in favour of HPPWD for the construction of road from Dumehar to Navi km 0/00 to 5/241 within the jurisdiction of Shimla forest Division Distt. Shimla HP (on line No. FP/HP/Road/25347/2017)**

This is with reference to the office of the the Integrated Regional Office , Ministry of Environment, Forest and Climate change Long wood his office letter no FC/HPB/64/2023 dt 23/5/2023 vide which short comings / observations on subject cited forest case have been conveyed . The point wise reply of the observations is submitted as under:-

Point no -1

The road shown in the KML is Mule road constructed by the local people for transportation of their essential commodities/daily needs etc.especially in view of the rugged terrain and steep slope. This road could not be improved up to motor able standard as per IRC norms due to very steep gradient , narrow width in most of the stretches .At present in the absence of motor able road the people of those villages are facing great difficulties in carrying their cash crops timely to the market. They have to pay huge amounts on account of manual / mule carriage of cash crops and essential commodities, the local product cannot be sent to the market well in time and the growers cannot get the proper values of their cash crops with the result that the people of the area are becoming poor to poorer day by day. Hence the road link to these villages has been proposed by the construction of said road. The revenue paper i.e. Tatima ,Jamabandi of mule road is attached for ready reference. As such no road has already been constructed by the department & no violation is done so far.

NA

(i to iv )

Point no -2

In this regard it is submitted that at many locations the proposed road have many bends/curves due to private land involvement. The road geometrics at those locations have been proposed as per IRC norms. The alignment of said road can not be reviewed and proposed in forest land on barest minimum basis due to the gift deeds of private land involved in the construction of proposed road stand received by this department from the land owners, and the peoples of the area are not agreed to donate their extra land for construction of this road because they have left very less portion of land in their possession and the peoples of economically weaker sections. Keeping in view the facts narrated above, the proposal under consideration is only suitable alignment to connect the villages Navi with road facility.

- Point no -3 KML File along with Beneficiary villages are marked in district colors up loaded on line
- Point no -4 Detailed justification attached
- Point -5 pertains to your good office
- Point-6 The KML file of proposed road shown in Google earth is in linear shape, the width of this shape cannot be measured, only the length will be measured in the KML file, so that the area is differing in the KML file
- Point -7 The consent of the private land owner by way of sale/gift deeds is up loaded online and attached.
- Point no -8 Beneficiary villages are marked on KML file and up loaded on line
- Point no-9 Joint inspection report of proposed project attached and up loaded on line in PARIVESH portal.
- Point no - 10 justification of reducing the trees attached
- Point no -11 It is true that the topography of the proposed road is hilly and large no. of trees are going to be affected. it is certified that during the construction of road the affect of land sliding and soil erosion will be mitigate by providing necessary protection work i.e. R/walls, B/walls and wire crate works and cutting work will be done in scientific manners. The plantation of various species of grass ,beads & bushes also be done in the soil erosion portion in scientific manner which helps to counter the land sliding /soil erosion effect in the affected area with the help and direction of expert team of forest department. The provision of the same will be taken in the detailed estimate. Additionally soil and moisture conservation plan pertains to your good office.
- Point no.- 12 Pertains to your good office .
- Point no-13 Justification for locating the dumping site in forest land is attached. The enumeration of trees standing in the proposed muck dumping sites is attached.

It is therefore, requested that the necessary approval /sanction for the said work may kindly be arranged from the competent authority please.

Encl:-As above .

Executive Engineer,  
Shimla Rural Division,  
HPPWD Dhami.

Copy forwarded to the Assistant Engineer, HPPWD Sub Division Jalog for information and necessary action.

Executive Engineer,  
Shimla Rural Division,  
HPPWD Dhami.



# राजस्व विभाग, हिमाचल प्रदेश - नकल जमाबंदी

जिम्मा : शिमला

तहसील : उप तहसील जलोग

कानूनगोवृत : उप तहसील - जलोग

पटवार वृत्त : हुमहर

हदबस्त नं. : 52

मोहाल : नावी

साल : 2020-2021

रकबा ईकाई: है-आ-सै

नकल शुल्क : 1.00  
सेवा शुल्क : 20  
कुल शुल्क : 21

खेवट नं.	खेवट नं.	नाम मालिक व पहचान	नाम कारतकार व पहचान	नाम चाह व दीगर बसायन आबपाथी	नम्बर खसरा हाल	रकबा हर जेत व मिजान खाता मय किस्म अराजी	हिस्सा या पैमाना हकीयत व तरीका बाड	कैफियत
1	2	3	4	5	6	7	8	9
55 मिन	139 मिन	सरकार हिमाचल प्रदेश	शारि-अम		54	00-14-72	कच्चा व पट्टा	
54	138				कोटला	मै मु रास्त	कच्चा व पट्टा (1)	
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निकनेट : हिमाचल प्रदेश - शिमला

दिनांक: 31-May-2023

पृष्ठ संख्या: 1

# राजस्व विभाग, हिमाचल प्रदेश - नकल जमाबंदी

एस.सी.ए रसीद संख्या: 3151121628892166

नकल शुल्क : 1.00  
सेवा शुल्क : 20  
कुल शुल्क : 21

नाम : -  
पिता/पति : -

मोहाल : नावी

साल : 2020-2021

रकबा ईकाई: है.आ.नी

खेपट नं.	खेतीनी नं.	नाम मालिक व पहवाल	नाम कार्तकार व पहवाल	नाम चाह व दीनर वसायल आबपाथी	नम्बर छसरा हाल	रकबा हर खेत व मिजान खाता मब किस्म अराजी	हिस्सा या पैमाना हकीकत व तरीका बाछ	कैफियत
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निकनेट : हिमाचल प्रदेश - शिमला

दिनांक: 31-May-2023

पृष्ठ संख्या: 1

# राजस्व विभाग, हिमाचल प्रदेश - नकल जमाबंदी

एस.सी.ए रसीद संख्या: 3151121729906097

जिला : चिमला

तहसील : उप तहसील जलम

कानूनगीवत : उप तहसील - जलम

पटवार वृत्त : इमहर

हदबस्त नं. : 52

मोहाल : नावी

नकल शुल्क : 1.00  
सेवा शुल्क : 20  
कुल शुल्क : 21

साल : 2020-2021

रकबा ईकाई: हे-आ-नी

खेवट नं.	खेतीनी नं.	नाम मलिक व एहवाल	नाम काश्तकार व एहवाल	नाम चाई व दीनार वसायल आबपाशी	अम्बर खसरा हाल	रकबा हर खेत व मिजान खाता मय किसम जराजी	हिस्सा या पैमाना हकीकत व तरीका बाड	अधिकत
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55 मिन	139 मिन	सरकार हिमाचल प्रदेश	शारे-आम		284 पटवार	00-01-68 नै.मु.सल्ल	सकल व एहता	
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# राजस्व विभाग, हिमाचल प्रदेश - नकल जमाबंदी

एस.सी.ए रसीद संख्या: 3152150227627875

जिला : शिमला

तहसील : उप तहसील जलोग

कानूनगोवृत : उप तहसील - जलोग

पटवार वृत्त : हुमौर

हदबस्त नं. : 52

मोहल : नावी

साल : 2020-2021

रकबा ईकाई: है-आ-सी

नकल शुल्क :

सेवा शुल्क : 20

कुल शुल्क : 21

खेबट नं.	खतीनी नं.	नाम मालिक व पहवाल	नाम कातकार व पहवाल	नाम पाह व दीगर वसाहत आबपासी	नम्बर खसरा हाल	रकबा हर खेत व मिजान खाता मय किरम अरानी	हिस्सा या पैमाना हकीमत व तरीका बाछ	कैफियत
1	2	3	4	5	6	7	8	9
55 मिन	139 मिन	सरकार हिमाचल प्रदेश	शारे-आम		293	00-02-70	ककडा व घुलव	
54	138				गोदामो कार	मै.गु.रस्ता	ककडा व घुलव (1)	
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निकजोट : हिमाचल प्रदेश - शिमला

दिनांक: 01-Jun-2023

पृष्ठ संख्या: 1



# राजस्व विभाग, हिमाचल प्रदेश - नकल जमाबंदी

नकल शुल्क :  
सेवा शुल्क : 20  
कुल शुल्क : 21

एस.सी.ए रसीद संख्या: 3151120929812428

नाम : -  
पिता/पति : -

जिला : शिमला  
तहसील : उप तहसील जलोग  
कानूनमोवत : उप तहसील - जलोग  
पटवार वृत्त : हुमहर  
हदबस्त नं. : 52

मोहाल : नावी

साल : 2020-2021

रकबा ईकाई: है-आ-सी

खेवट नं.	खेतीनी नं.	नाम आत्मिक व पहाल	नाम कायतकार व पहाल	नाम घाह व दीगर वसायल आबपासी	नम्बर खसरा हास	रकबा हर खेत व मिजान खाता मय किस्म अराजी	हिस्सा या पैमाना हकीयत व तरीका माड	कैफियत
1	2	3	4	5	6	7	8	9
55 मिन	139 मिन	शरकार हिमाचल प्रदेश	शारे-आम		347 नावी	00-05-97 बी.मु.उमल	कच्चा व पहाल बराकड खेत नं. (1)	
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निकनोट : हिमाचल प्रदेश - शिमला

दिनांक: 31-May-2023

पृष्ठ संख्या: 1

# राजस्व विभाग, हिमाचल प्रदेश - नकल जमाबंदी

एस.सी.ए रसीद संख्या: 3151120829803231

जिला : शिमला

तहसील : उप तहसील जलोग

कानूनगोवत : उप तहसील - जलोग

पटवार वृत्त : डुमौर

हदबस्त नं. : 52

नकल शुल्क :

सेवा शुल्क :

कुल शुल्क :

नाम : -

पिता/पति : -

मोहाल : नावी

साल : 2020-2021

रकबा ईकाई: है-आ-सै

खेवट नं.	खेवटी नं.	नाम मालिक व एहवाल	नाम काश्तकार व एहवाल	नाम धाई व दीनर वसायत आबपासी	नम्बर खसरा हात	रकबा हर खेत व मिजान खाता मब किस्म अराजी	हिस्सा या पैमाना हकीयत व तरीका बाड	कैफियत
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55 मिन	139 मिन	सरकार हिमाचल प्रदेश	शारे-ऊम	319 धर	00-10-20	रामपुरा	कमल व पड़ता	
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# राजस्व विभाग, हिमाचल प्रदेश - नकल जमाबंदी

एस.सी.ए रसीद संख्या: 3151121029824451

शिमला

तहसील : उप तहसील जलोग

कानूनगोवत : उप तहसील - जलोग

पटवार वृत्त : इमौर

हदबस्त नं. : 52

मोहाल : नावी

नकल शुल्क :  
सेवा शुल्क : 20  
कुल शुल्क : 21

रकबा ईकाई: है-आ-सै

साल : 2020-2021

खेपट नं.	खेतीनी नं.	नाम मालिक व एहवाल	नाम कारतकार व एहवाल	नाम घाह व दीगर बसायल आबपाही	जम्बर खसरा हाल	रकबा हर खेत व मिजान खाता मय किस्म अराजी	हिस्सा या पैमाना इकीयत व तरीका बाछ	केफियत
1	2	3	4	5	6	7	8	9
55 मिन	139 मिन	सरकार हिमाचल प्रदेश	शारे-आम		519 माल	00-05-81 मी.मु.एस्ता	सकज व पड़ना बकरह खेपट नं. (1)	
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निकनेट : हिमाचल प्रदेश - शिमला

दिनांक : 31-May-2023

पृष्ठ संख्या: 1

40  
पेपर्स काटिमात्र  
10 मीटर प्रति मीटर

01/06/2023

## DETAILED JUSTIFICATION FOR CONSTRUCTION OF ROAD

**Point No-4 -** The road shown in the KML is Mule road constructed by the local people for transportation of their essential commodities/daily needs etc. especially in view of the rugged terrain and steep slope. This road could not be improved up to motor able standard as per IRC norms due to very steep gradient, narrow width in most of the stretches. The villages Domehar & Navi are unconnected from road. The land/soil of the area is very fertile in growing cash crops Viz, Apples, potatoes, Pulses, Peas & Seasonal Crops etc. but at the present in the absence of motor able road the people of those villages are facing great difficulties in carrying their cash crops timely to the market and also in carrying the essential commodities/daily needs etc. especially in view of the rugged terrain and steep slope. They have to pay huge amounts on account of manual carriage of cash crops and essential commodities, the local product cannot be sent to the market well in time and the growers cannot get the proper values of their cash crops with the result that the people of the area are becoming poor to poorer day by day. Hence the road link to these villages has been proposed by the construction of link road from Domehar to Navi km 0/00 to 5/241. The road having 5241 mtrs length falls in Gram Panchayat Domehar Block Basantpur Tehsil Suni, Distt. Shimla Himachal Pradesh. This road facilitate the adjoining/surrounding villages of Gram Panchayat Karalli, Himri etc...

Therefore, the proposed road is providing not only the transportation and traveling facilities but also help in providing other benefits Viz better health services, better education, business opportunities etc. also the road employment of about 25000 man days was approximately generated. Thus, the population residing in the above said village (above 811 souls) will be benefited in various ways by the construction of this proposed road.

During the survey work of the proposed road, maximum efforts were made to involve the minimum forest land but it was absorbed that there is no other suitable alignment is possible the proposed road is inevitable to involve the forest land 3.2322 Hac. comprising in Muhal Navi. The benefits/facilities are much time more in comparison of the ill effects occurring from the proposed road.

Keeping in view the demands of the Public necessity urgency and importance of the road the proposal was made for the Proposed Link Road from Domehar to Navi km 0/00 to 5/241. As such the location of the proposed road in the forest land is justified and proposed alignment is finalized.

Place...Dhami

Date.....

*[Signature]*  
Assistant Engineer  
B & R Sub-Division  
HPPWD Jaloo

*[Signature]*  
Executive Engineer  
Shimla Rural Division  
Office HPPWD-Dhami



No 1812360

2  
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1  
5

# Himachal Government Judicial Paper

24/123  
Note 12-1-15

45815  
19-5-15

## GIFT DEED

A.C.  
19/9/15

The GIFT DEED is made on this 19th day of September, year 2015 Between Sh/Sent. Pawan Dahi S/O Ram Singh / S/O Khawan W/O Sh. permanent resident of village Dumehar, Pargana Saraj Tehsil Sunni District Shimla H.P. (Hereinafter called DONOR) of the one part and the state of H.P. through Executive Engineer Rural Division Dharmi HPPWD., Dharmi District Shimla H.P. of 4th Circle HPPWD., Winter Field Shimla H.P. (Hereinafter called the DONEE) of other part.

Where it is declared as follows:-

1. That the donor and the other inhabitants of the area shall be benefited by the construction of the road namely Construction of Road under HPPWD being constructed by the donee under the Govt. scheme for public purpose as such he/she/they have decided to transfer the land by way of gift specified below voluntarily and without any consideration which has been accepted by the donee.

Seen and

Noted

Signature

The donor part shall transfer the possession and ownership of the land comprised in Khata Khatuni No. 31. min 181 Khasra No. 665 measuring 0.50.29 (Bighas/Hecters) of Khata No. 665 measuring 0.50.12 Hect. according to nakal Takhim

Noted and given

13/10/15

3. (Strike out whichever is not applicable) situated in Mohal Dumehar pargana Saraj Tehsil Sunni District Shimla H.P. free from all encumbrances to the Donee party including all the structures (specified the nature of structure) standing there on, trees, garden, etc. together with all rights easement and appurtenance whatsoever (hereinafter called the property hereby transferred or the premises as specified/described in schedule hereto).

4. That the Donor party is absolute owner in possession of the land mentioned herein above and has no objection in case the above land is utilized for the benefit of general public i.e. construction of Link road to village/Mohal Dumehar to Nari under Govt. scheme by the state Govt. on public exchequer.

5. That the donor has agreed to deliver the possession of the land at the time of the registration of the above gift deed.

Signature

6. That the donor(s) has/have made this transfer of the land specified above voluntarily and with any out consideration and the same has been accepted by the donee.

7. That the donor party has further declare that no person including him/he/ them or their successors shall have any right over the above land

9-10

Signature

after the registration of the deed and the donee shall be the absolute owner of the land afterwards for all intents and purposes and that neither the donor nor his legal representatives/heirs/successors shall claim any compensation for above mentioned land in future.

8. That the donor(s) has/have executed this deed out of his/herr/their free will/consent and without any influence or coercive methods being adopted by any person.
9. That donee further declare that the above land which has been transferred with possession to it shall be utilized for the purposes as mentioned above and shall not use the land for any other purpose except with the permission of competent authorities in accordance with law.
10. That the above deed binds the respective heir/successors/executors/administrators/assigners and legal representatives of the parties hereto.
11. That the donor party has further declare that no person including him/her/them or their successors shall have no right to claim compensation for any damages occur by way of debris/boulders during execution of road as mentioned above, IN WITNESS, whereof all parties heirs to executed on the date first herein before mentioned.

WITNESS:-

*Ramesh*  
1. *Rupendra Kumar & Bhupendra Singh*  
*H/o Donor* *Tan Sumi*

*21/1/15*

2. *Roshan Lal S/o Prem Lal*  
*H/o Donor*  
*Tan Sumi*

IDENTIFIED

*Dashu*  
*Ch*

*[Signature]*  
DONOR

*[Signature]*  
DONEE

*21/3/2015*

*[Signature]*  
[Illegible text]



No 1812358

# Himachal Government Judicial Paper

## GIFT DEED

The GIFT DEED is made on this 19th day of September year 2015 Between  
 Sh. Smt. Pashan Lal, Poon Prakash Sh. Jaiwala permanent resident of village Dumeha, Pargana Saraj, Tehsil Sunni District Shimla H.P. (Hereinafter called DONOR) of the one part and the state of H.P. through Executive Engineer Rural Division Dharni HPPWD, Dharni District Shimla H.P. of 4th Circle HPPWD, Winter Field Shimla H.P. (Hereinafter called the DONEE) of other part.

Where it is declared as follows:-

1. That the donor and the other inhabitants of the area shall be benefited by the construction of the road namely Construction of road under HPPWD being constructed by the donee under the Govt. scheme for public purpose as such he/she/they have decided to transfer the land by way of gift specified below voluntarily and without any consideration which has been accepted by the donee.

2. The donor part shall transfer the possession and ownership of the land comprised in Khata Khatuni No. 12 mix. 24-28 Khasra No. 632, 636 measuring 0.42.67 (Bighas/Hecters).

of size 1/9 measuring 0.42.74 Hect.

(Strike out whichever is not applicable) situated in Mohal Dumeha, Pargana Saraj, Tehsil Sunni District Shimla H.P. free from all encumbrances to the Donee party including all the structures (specified the nature of structure) standing there on, trees, garden, etc. together with all rights easement and appurtenance whatsoever (hereinafter called the property hereby transferred or the premises as specified/described in schedule hereto).

That the Donor party is absolute owner in possession of the land mentioned herein above and has no objection in case the above land is utilized for the benefit of general public i.e. construction of Link road to village/Mohal Dumeha to Nari under scheme by the state Govt. on public exchequer.

5. That the donor has agreed to deliver the possession of the land at the time of the registration of the above gift deed.

6. That the donor(s) has/have made this transfer of the land specified above voluntarily and with any out consideration and the same has been accepted by the donee.

7. That the donor party has further declare that no person including him/he/them or their successors shall have any right over the above land

For Donor 2/21/15 TC





No 1812341

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# Himachal Government Judicial Paper

## GIFT DEED

The GIFT DEED is made on this 19th day September year 2015 Between Sh/Smt. Mahendra Kumar S/O Parna / S/O Uttam Sh. permanent resident of village Dumcha, Pargana Sany Tehsil Sunni District Shimla H.P. (Hereinafter called DONOR) of the one part and the state of H.P. through Executive Engineer Rural Division Dhamsi HPPWD., Dhamsi District Shimla H.P. of 4th Circle HPPWD., Winter Field Shimla H.P. (Hereinafter called the DONEE) of other part.

Where it is declared as follows:-

1. That the donor and the other inhabitants of the area shall be benefited by the construction of the road namely, Construction of Road under HPPWD being constructed by the donee under the Govt. scheme for public purpose as such he/she/they have decided to transfer the land by way of gift specified below voluntarily and without any consideration which has been accepted by the donee.

The donor part shall transfer the possession and ownership of the land comprised in Khata Khatuni No. 11 min. 124 Khasra No. 626 measuring 00-01-75 (Bighas/Hecters).

of share 1/23 of 0-00-42 Hect.

(Strike out whichever is not applicable) situated in Mohal. Dumcha pargana Sany Tehsil Sunni District Shimla H.P. free from all encumbrances to the Donee party including all the structures (specified the nature of structure) standing there on, trees, garden, etc. together with all rights easement and appurtenance whatsoever (hereinafter called the property hereby transferred or the premises as specified/described in schedule hereto).

4. That the Donor party is absolute owner in possession of the land mentioned herein above and has no objection in case the above land is utilized for the benefit of general public i.e. construction of Link road to village/Mohal. Dumcha to N.A.V. under scheme by the state Govt. on public exchequer.
5. That the donor has agreed to deliver the possession of the land at the time of the registration of the above gift deed.
6. That the donor(s) has/have made this transfer of the land specified above voluntarily and with any 'out consideration and the same has been accepted by the donee.
7. That the donor party has further declare that no person including him/he/ them or their successors shall have any right over the above land

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Returned  
13/10/15

104-पञ्जीकार  
मुन्नी

*[Signature]*



after the registration of the deed and the donee shall be the absolute owner of the land afterwards for all intents and purposes and that neither the donor nor his legal representatives/heirs/successors shall claim any compensation for above mentioned land in future.

8. That the donor(s) has/have executed this deed out of his/herr/their free will/consent and without any influence or coercive methods being adopted by any person.
9. That donee further declare that the above land which has been transferred with possession to it shall be utilized for the purposes as mentioned above and shall not use the land for any other purpose except with the permission of competent authorities in accordance with law.
10. That the above deed binds the respective heir/successors/executors/administrators/assigners and legal representatives of the parties hereto.
11. That the donor party has further declare that no person including him/her/them or their successors shall have no right to claim compensation for any damages occur by way of debris/boulders during execution of road as mentioned above, IN WITNESS, whereof all parties heirs to executed on the date first herein before mentioned.

WITNESS:-

*Rupnath*  
1. *Bhupender Kumar s/o Bhupender Singh*  
*Raj. Domahar Teh. Suni*

*Pranab*  
2. *Purandras Singh Raudh*  
*Raj. Domahar Teh. Suni*

DONOR

DONEE

21/2/2015

IDENTIFIED

*Divakar*  
*Ghar*

*Sun*  
Domahar, Teh. Suni  
Raj. Domahar Teh. Suni  
and should get



GIFT DEED

The GIFT DEED is made on this 10th day August year 2016 Between  
Sh/Smt. Chandgar Day Son & Mother with full Bhogen Day  
S/o Tuli Ram S/O/D/O/W/O  
Sh. permanent resident of  
village Dumcha, Pargana Saray Tehsil Sunni  
District Shimla H.P. (Hereinafter called DONOR) of the one part and the state of  
H.P. through Executive Engineer Rural Division Dhamsi HPPWD, Dhamsi District  
Shimla H.P. of 4th Circle HPPWD, Winter Field Shimla H.P. (Hereinafter called the  
DONEE) of other part.

Where it is declared as follows:-

1. That the donor and the other inhabitants of the area shall be benefited by  
the construction of the road namely Construction of  
Road Dumcha to Chapra under HPPWD  
being constructed by the donee under the Govt. scheme for public  
purpose as such he/she/they have decided to transfer the land by way of  
gift specified below voluntarily and without any consideration which has  
been accepted by the donee.

2. The donor part shall transfer the possession and ownership of the land  
comprised in Khata Khatuni No. 27 mla 171 Khasra  
No. 658 measuring  
0.11.4 (Bighas/Hecters).

of share 83/1764 measuring 0.11.42 Hect.  
(Strike out whichever is not applicable) situated in  
Mohal Dumcha Pargana Saray Tehsil Sunni District Shimla  
H.P. free from all encumbrances to the Donee party including all the  
structures (specified the nature of structure) standing there on, trees,  
garden, etc. together with all rights easement and appurtenance  
whatsoever (hereinafter called the property hereby transferred or the  
premises as specified/described in schedule hereto).

4. That the Donor party is absolute owner in possession of the land  
mentioned herein above and has no objection in case the above land is  
utilized for the benefit of general public i.e. construction of Link road to  
village/Mohal Dumcha, Nawi Chapra Link Road under  
Govt. scheme by the state Govt. on public exchequer.

5. That the donor has agreed to deliver the possession of the land at the time  
of the registration of the above gift deed.

That the donor(s) has/have made this transfer of the land specified above  
voluntarily and with any out consideration and the same has been  
accepted by the donee.

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Chandgar Day Son

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**Himachal Government Judicial Paper**

7. That the donor party has further declare that no person including him/he/them or their successors shall have any right over the above land after the registration of the deed and the donee shall be the absolute owner of the land afterwards for all intents and purposes and that neither the donor nor his legal representatives/heirs/successors shall claim any compensation for above mentioned land in future.
8. That the donor(s) has/have executed this deed out of his/herr/their free will/consent and without any influence or coercive methods being adopted by any person.
9. That donee further declare that the above land which has been transferred with possession to it shall be utilized for the purposes as mentioned above and shall not use the land for any other purpose except with the permission of competent authorities in accordance with law.
10. That the above deed binds the respective heir/successors/executors/administrators/assigners and legal representatives of the parties hereto.
11. That the donor party has further declare that no person including him/her/them or their successors shall have no right to claim compensation for any damages occur by way of debris/boulders during execution of road as mentioned above, IN WITNESS, whereof all parties heirs to executed on the date first herein before mentioned.

Chandrabans

DONOR

WITNESS:

1. Yashpal s/o Tulsiram

Ho Naloh Teh Suv

2. Premchand s/o Beg Ram

Ho Chowke

Teh Suv

DONEE

IDENTIFIED

Dangra  
P/C Ghosउप-पंजीकार  
डॉ. २०१६Document under  
Tehsil Office Suv  
Dist. Shimla (H.P.)

No. 166

2016



presented by SH Natchand S/O SH Bhujan Dass W/O  
Village Dhamhar pargana Saraj Tehsil Sunni partment  
No 1901240 Himachal Government Judicial Paper  
before me today on 22/5/14 before me and  
identified by SH Diwan Singh

**GIFT DEED**

The GIFT DEED is made on this 22 day May year 2014 Between  
Sh/Smt. Natchand S/O Sh. Bhujan Dass S/O Tula Ram permanent resident of  
village Dhamhar pargana Saraj Tehsil Sunni District Shimla H.P. (Hereinafter called DONOR) of the one part and the state of  
H.P. H.P.P.W.D. through Executive Engineer Dhami Division HPPWD, Dhami Tehsil & District Shimla H.P. of 11<sup>th</sup> Circle HPPWD Dhami H.P. (Hereinafter called the DONEE) of other part.

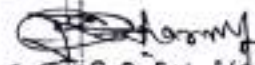
**Where it is declared as follows:-**

1. That the donor and the other inhabitants of the area shall be benefited by the construction of the road namely. Construction of Road under NABARD being constructed by the donee under the scheme for public purpose as such he/she/they have decided to transfer the land by way of gift specified below voluntarily and without any consideration which has been accepted by the donee.
2. The donor part shall transfer the possession and ownership of the land comprised in Khata Khatuni No. 26-69-74 Khasra No. Kitta 2a measuring 0.7770 (Bighas/Hecters) Share 1/63 measuring 0.0282 Hect. of share 1/252 measuring 0.0071 Hect. (Strike out whichever is not applicable) situated in Mohal. Dhamhar pargana Saraj Tehsil Sunni District Shimla H.P. free from all encumbrances to the Donee party including all the structures (specified the nature of structure) standing there on, trees, garden, etc. together with all rights easement and appurtenance whatsoever (hereinafter called the property hereby transferred or the premises as specified/described in schedule hereto).
3. That the Donor party is absolute owner in possession of the land mentioned herein above and has no objection in case the above land is utilized for the benefit of general public i.e. construction of Link road to village/Mohal. Nari Dhamhar under NABARD scheme by the state Govt. on public exchequer.
4. That the donor has agreed to deliver the possession of the land at the time of the registration of the above gift deed.
5. That the donor(s) has/have made this transfer of the land specified above voluntarily and with any out consideration and the same has been accepted by the donee.



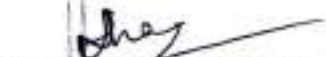
6. That the donor party has further declare that no person including him/he/ them or their successors shall have any right over the above land after the registration of the deed and the donee shall be the absolute owner of the land afterwards for all intents and purposes and that neither the donor nor his legal representatives/heirs/successors shall claim any compensation for above mentioned land in future.
7. That the donor(s) has/have executed this deed out of his/herr/their free will/consent and without any influence or coercive methods being adopted by any person.
8. That donee further declare that the above land which has been transferred with possession to it shall be utilized for the purposes as mentioned above and shall not use the land for any other purpose except with the permission of competent authorities in accordance with law.
9. That the above deed binds the respective heir/successors/executors/administrators/assigners and legal representatives of the parties hereto.
10. That the donor party has further declare that no person including him/her/them or their successors shall have no right to claim compensation for any damages occur by way of debris/boulders during execution of road as mentioned above, IN WITNESS, whereof all parties heirs to executed on the date first herein before mentioned.

**WITNESS:-**

  
1. JAGDISH SINGH

S.H. BALI RAM...

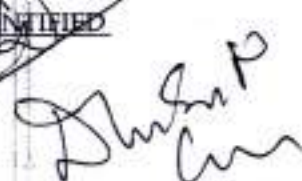
VILL. NAVI, TEH. JUNI

  
2. N. C. RAV SHARMA

S/o S.H. CHANDER SHARMA

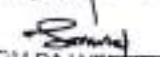
VILL. NAVI, TEH. JUNI

**IDENTIFIED**



**DONOR****DONEE**

172/2014

  
SOM RAJ VERMA  
Document Writer  
Tehsil Office, Suni  
Dist. Shimla (H.P.)

## GIFT DEED

The GIFT DEED is made on this 26<sup>th</sup> day of June 2013 Between  
~~Shri/Smt.~~ CHET. RAM s/o UHAM s/o ANWAT...  
 and Navi... Tehsil Sural District Solan Himachal Pradesh.  
 Hereinafter called the DONOR) of the part and the state of H.P. through  
 Executive Engineer Kumarsain Division, HPPWD, Kumaon District Solan  
 H.P. of 11<sup>th</sup> Circle HPPWD, Rampur Busbehar H.P. ( Hereinafter called the  
 DONEE ) of other part.

WHERE it is declared as follows:-

1. That is donor and the other inhabitants of the area shall be benefited by the construction of the road namely, Construction of Demohar to Navi Road under HPPWD being constructed by the Donor under the ..... for public purposes as such he/she/they have decided to transfer the land by way of gift specified below voluntarily and without any consideration which has been accepted by the donee.

The donor part shall transfer the possession and ..... of the ..... of comprised in Khata/Khatmuni No. 33, Mis/17 Khata No.

338, 333, 337 Kitta 3 Measuring

0.83 Hectare of Share 1/15 Measuring 00.02.72

Hectare (Strike out whichever is not applicable Situated in Mohal

Navi Tehsil Sural District Solan H.P. free from all

encumbrances to the Donor party, including all the structures (specified

the nature of structure) standing there on, trees garden etc. together with

all rights easement and appurtenance whatsoever (hereinafter called the

property hereby transferred or the premises as specified/described in

schedule here to)

That the Donor Party is a absolute owner in possession of the land

mentioned herein above and has no objection in case the above land is

utilized for the benefit general public i.e. Construction of Road by the stat

Govt. on public exchequer.

That the donor has agreed to deliver the possession of the land at the time

of the registration of the above gift deed.

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Donor

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*[Signature]*

*[Signature]*



5. That the donor (s) has/have made this transfer of the land specified above voluntarily and with any out consideration and the same has been accepted by the donee.
6. That the donor party has further declare that no person including him/his/them or their successors shall have right over the above land. After the registration of the deed and the donee shall be the absolute owner of the land afterwards for all intents and purposes and that neither the donor nor his legal representatives/heirs successors shall claim any compensation for above mentioned land in future.
7. That the donor (s) has/have executed this deed out of his/her/their free will/consent and without any influence or methods being adopted by any person.
8. That donee further declare that the above land which has been transferred with possession to it shall be utilized for the purposes as mentioned above and shall not use the land for any other purpose except with the permission of competent authorities in accordance with law.
9. That the above deed bind the respective heirs/successors/executors/administrators/assigners and legal representatives of the parties hereto.
10. That the donor party has further declare that no person including him/her/them or their successors shall have no right to claim compensation for any damages occur by way of debris/boulders during execution of road as mentioned above.

IN WITNESS Where of all parties heirs to executed on the date first herein before mentioned.

WITNESS

1. Duxi Chand sp. Rangaia vill. Chafzani  
Feh. Suroi

2. Mada Ram sp. Rati Ram  
vill Navi Feh. Suroi.

Shahimad  
IDENTIFIED BY

Suresh Kumar,  
Pradhan G.P. Kanyali  
Feh. Suroi Distt. Shikhar

DONER

DONEE

No 3423091

2012

Himachal Government Judicial Paper

Reg. 359/113  
28/6/13

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GIFT DEED

THE GIFT DEED is made on this 26<sup>th</sup> day of June 2013 Between  
Shr/Smt. Duni CHAND s/o Hiran s/o Jarda  
Vill. Naui Tehsil Suni District Shimla Himachal Pradesh.  
(Hereinafter called the DONOR) of the part and the State of H.P. through  
Executive Engineer Kamarsain Division, HPPWD, Kamarsain District Shimla  
H.P. of 11<sup>th</sup> Circle HPPWD, Rampur Bushahr H.P. (Hereinafter called the  
DONEE) of other part.

*[Signature]*  
26/6/13

WHERE it is declared as follows:-

1. That is donor and the other inhabitants of the area shall be benefited by the construction of the road namely Construction of Domehar to Naui Road under HPPWD being constructed by the Donor under the ..... for public purposes as such he/she/they have decided to transfer the land by way of gift specified below voluntarily and without any consideration which has been accepted by the donee.
2. The donor part shall transfer the possession and ownership of the land comprised in Khata/Khatoni No. 12 m/26 Khata No. 336 Kitta No. 00-16-23 Hectare of Share 11.8 Measuring 00-02-03 Hectare (Strike out whichever is not applicable Situated in Mohal Nau Tehsil Suni District Shimla H.P. free from all encumbrances to the Donor party. Including all the structures (specified the nature of structure) standing there on, trees garden etc. with all rights easement and appurtenance whatsoever (hereinafter called the property hereby transferred or the premises as specified/described in schedule here to)
3. That the Donor Party is a absolute owner in possession of the land mentioned herein above and has no objection in case the above land is utilized for the benefit general public i.e. Construction of Road by the stat Govt. on public exchequer.
4. That the donor has agreed to deliver the possession of the land at the time of the registration of the above gift deed.

Seen and  
Returned.

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He had made  
20/5/14

*[Signature]*

*[Signature]*



5. That the donor (s) has/have made this transfer of the land specified above voluntarily and with any and consideration and the same has been accepted by the donee.
6. That the donor party has further declare that no person including him/his/them or their successors shall have right over the above land. After the registration of the deed and the donee shall be the absolute owner of the land afterwards for all intents and purposes and that neither the donor nor his legal representatives/heirs successors shall claim any compensation for above mentioned land in future.
7. That the donor (s) has/have executed this deed out of his/her/their free will/consent and without any influence or methods being adopted by any person.
8. That donee further declare that the above land which has been transferred with possession to it shall be utilized for the purposes mentioned above and shall not use the land for any other purpose except with the permission of competent authorities in accordance with law.
9. That the above deed bind the respective heirs/successors/executors/administrators/assigners and legal representatives of the parties hereto.
10. That the donor party has further declare that no person including him/her/them or their successors shall have no right to claim compensation for any damages occur by way of debris/holders during execution of road as mentioned above.

IN WITNESS Where of all parties heirs to executed on the date first herein before mentioned.

WITNESS

1. Doni Chand sp. Ravi Lal vill. Chapra  
Feh. Surai.

2. Mala Ram sp. Ravi Ram  
vill. Navi Feh. Surai

Identified by  
Suresh Kumar,  
Pradhan G.P. Kanyali  
Feh. Surai Distt. Shikhar

DONOR

DONOR

24. 360/13  
28/6/13

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Mishra

GIFT DEED

The GIFT DEED is made on this 26<sup>th</sup> day of June 2013 Between  
Sari/Sau... DHAMU RAM S/o NEM KUND S/o Narsing  
Vill: Nau Tehsil Suni District Shimla Himachal Pradesh.  
(Hereinafter called the DONOR) of the part and the state of H.P. through  
Executive Engineer Kumarsain Division, HPPWD, Kumarsain District Shimla  
H.P. of 11<sup>th</sup> Circle HPPWD, Rampur Bushahr H.P. (Hereinafter called the  
DONEE) of other part.

26/6/13

WHERE it is declared as follows:

1. That is donor and the other inhabitants of the area shall be benefited by the construction of the road namely, Construction of Domehar & Nau Road under HPPWD being constructed by the Donor under the ..... for public purposes as such he/she/they have decided to transfer the land by way of gift specified below voluntarily and without any consideration which has been accepted by the donee.
2. The donor part shall transfer the possession and ownership of the land comprised in Khata/Khassani No. 96.00/77 Khutra No. 340 Kitta 1 Measuring 00:09:41 Hectare of Share 1/12 Measuring 00:00:78 Hectare (Strike out whichever is not applicable Situated in Village Nau Tehsil Suni District Shimla H.P. free from all encumbrances to the Donor party. Including all the structures (specified the nature of structure) standing there on, trees garden etc. together with all rights easement and appurtenances whatsoever (hereinafter called the property hereby transferred or the premises as specified/described in schedule here to)
3. That the Donor Party is a absolute owner in possession of the land mentioned herein above and has no objection in case the above land is utilized for the benefit general public i.e. Construction of Road by the stat Govt. on public eschequer.
4. That the donor has agreed to deliver the possession of the land at the time of the registration of the above gift deed.

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# Uttarakhand Government Judicial Paper

5. That the donor (s) has/have made this transfer of the land specified above voluntarily and with any out consideration and the same has been accepted by the donee.
6. That the donor party has further declare that no person including him/his/them or their successors shall have right over the above land. After the registration of the deed and the donee shall be the absolute owner of the land afterwards for all intents and purposes and that neither the donor nor his legal representatives/heirs successors shall claim any compensation for above mentioned land in future.
7. That the donor (s) has/have executed this deed out of his/her/their free will/consent and without any influence or methods being adopted by any person.
8. That donee further declare that the above land which has been transferred with possession to it shall be utilized for the purposes as mentioned above and shall not use the land for any other purpose except with the permission of competent authorities in accordance with law.
9. That the above deed bind the respective heirs/successors/executors/administrators/assigners and legal representatives of the parties hereto.
10. That the donor party has further declare that no person including him/her/them or their successors shall have no right to claim compensation for any damages occur by way of debris/boulders during execution of road as mentioned above.

IN WITNESS Where of all parties heirs to executed on the date first herein before mentioned.

WITNESS

DONER

1. Duni Chand s/o Ramda with Chafrahi  
Teh. Sural

2. Mala Ram s/o Rati Ram with Noor  
Teh. Sural

DONEE

Skatimal  
IDENTIFIED BY

Suresh Kumar,  
Pradhan G.P. Kaswali  
Teh. Sural Dist. Shimla

No 1901247

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20/5/14  
**Himachal Government Judicial Paper**

**GIFT DEED**

The GIFT DEED is made on this 20th day May year 2014 Between  
Sh/Smt. Hori Kaishan S/O  
Sh. T. S. Pan permanent resident of  
village Navi Pargana Sany Tehsil Sunni  
District Shimla H.P. (Hereinafter called DONOR) of the one part and the state of  
H.P. H.P.P.W.D. through Executive Engineer Dhani Division HPPWD, Dhani  
Tehsil & District Shimla H.P. of 11th Circle HPPWD Dhani H.P. (Hereinafter  
called the DONEE) of other part.

**Where it is declared as follows:-**

1. That the donor and the other inhabitants of the area shall be benefited by the construction of the road namely. Construction of Link Road Dumahal to Navi under NABARD scheme for public purpose as such he/she/they have decided to transfer the land by way of gift specified below voluntarily and without any consideration which has been accepted by the donee.
2. The donor part shall transfer the possession and ownership of the land comprised in Khata Khatuni No. 22 mix 167 Khasra No. 866 of share 111/0-6-92 Hect measuring 111/0-6-92 Hect (Bigas/Hecters).
- (Strike out whichever is not applicable) situated in Mohal Navi pargana Sany Tehsil Sunni District Shimla H.P. free from all encumbrances to the Donee party including all the structures (specified the nature of structure) standing there on, trees, garden, etc. together with all rights easement and appurtenance whatsoever (hereinafter called the property hereby transferred or the premises as specified/described in schedule hereto).
3. That the Donor party is absolute owner in possession of the land mentioned herein above and has no objection in case the above land is utilized for the benefit of general public i.e. construction of Link road to village/Mohal Dumahal Navi under NABARD scheme by the state Govt. on public exchequer.
4. That the donor has agreed to deliver the possession of the land at the time of the registration of the above gift deed.
5. That the donor(s) has/have made this transfer of the land specified above voluntarily and with any out consideration and the same has been accepted by the donee.

*Handwritten notes:*  
N.C.  
Dumf  
20/5/14  
Campat  
Navi

*Signature:*  
[Signature]  
[Stamp]



**Himachal Government Judicial Paper**

That the donor party has further declare that no person including him/he/they or their successors shall have any right over the above land after the registration of the deed and the donee shall be the absolute owner of the land afterwards for all intents and purposes and that neither the donor nor his legal representatives/heirs/successors shall claim any compensation for above mentioned land in future.

7. That the donor(s) has/have executed this deed out of his/herr/their free will/consent and without any influence or coercive methods being adopted by any person.
8. That donee further declare that the above land which has been transferred with possession to it shall be utilized for the purposes as mentioned above and shall not use the land for any other purpose except with the permission of competent authorities in accordance with law.
9. That the above deed binds the respective heir/successors/executors/administrators/assigners and legal representatives of the parties hereto.
10. That the donor party has further declare that no person including him/her/they or their successors shall have no right to claim compensation for any damages occur by way of debris/boulders during execution of road as mentioned above, IN WITNESS, whereof all parties heirs to executed, on the date first herein before mentioned.

**WITNESS:-**

1. [Signature]  
Mela Ram Sharma  
Vill. Nani P. Hamsi  
Distt. Shimla

2. [Signature]  
Vagdevi Sharma  
Vill. Nani P. Hamsi  
Distt. Shimla

[Signature]  
**IDENTIFIED**  
Up Pandhara  
C. P. Doshi

[Signature]  
**DONOR**

**DONEE**

16/5/2014

[Signature]  
SOM RAJ VERMA  
Document Writer  
Tehsil Office, Sonri  
Distt. Shimla (H.P.)

[Signature]  
**NOTARY**

257/14

22/5/14

No 1901244

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# Himachal Government Judicial Paper

## GIFT DEED

The GIFT DEED is made on this 20th day May year 2014 Between  
Sh/Smt. Gundayal S/O  
Sh. D. D. B. S. O. A. M. D. H. /D/O W/O  
village. Nani, Pargana Solay resident of  
District Shimla H.P. (Hereinafter called DONOR) of the one part and the state of  
H.P. H.P.P.W.D. through Executive Engineer Dhami Division HPPWD, Dhami  
Tehsil & District Shimla H.P. of 11th Circle HPPWD Dhami H.P. (Hereinafter  
called the DONEE) of other part.

### Where it is declared as follows:-

1. That the donor and the other inhabitants of the area shall be benefited by the construction of the road namely. Construction of Road under NABARD being constructed by the donee under the scheme for public purpose as such he/she/they have decided to transfer the land by was of gift specified below voluntarily and without any consideration which has been accepted by the donee.
2. The donor part shall transfer the possession and ownership of the land comprised in Khata Khatuni No. 18 Minpa Khasra No. 330, 331, Khatu 2 measuring 0-26-26 (Bighas/Hecters) of above 1/26 measuring 0-00-73 Hect. (Strike out whichever is not applicable) situated in Mohal. Nani, Pargana Solay Tehsil Sunni District Shimla H.P. free from all encumbrances to the Donee party including all the structures (specified the nature of structure) standing there on, trees, garden, etc. together with all rights easement and appurtenance whatsoever (hereinafter called the property hereby transferred or the premises as specified/described in schedule hereto).
3. That the Donor party is absolute owner in possession of the land mentioned herein above and has no objection in case the above land is utilized for the benefit of general public i.e. construction of Link road to village/Mohal. Nani, Pargana Solay, District Shimla H.P. under NABARD scheme by the state Govt. on public exchequer.
4. That the donor has agreed to deliver the possession of the land at the time of the registration of the above gift deed.
5. That the donor(s) has/have made this transfer of the land specified above voluntarily and with any out consideration and the same has been accepted by the donee.

*[Signature]*  
20/5/14  
Camp at Nani



6. That the donor party has further declare that no person including him/he/ them or their successors shall have any right over the above land after the registration of the deed and the donee shall be the absolute owner of the land afterwards for all intents and purposes and that neither the donor nor his legal representatives/heirs/successors shall claim any compensation for above mentioned land in future.
7. That the donor(s) has/have executed this deed out of his/herr/their free will/consent and without any influence or coercive methods being adopted by any person.
8. That donee further declare that the above land which has been transferred with possession to it shall be utilized for the purposes as mentioned above and shall not use the land for any other purpose except with the permission of competent authorities in accordance with law.
9. That the above deed binds the respective heir/successors/executors/administrators/assigners and legal representatives of the parties hereto.
10. That the donor party has further declare that no person including him/her/them or their successors shall have no right to claim compensation for any damages occur by way of debris/boulders during execution of road as mentioned above, IN WITNESS, whereof all parties heirs to executed on the date first herein before mentioned.

WITNESS:-

DONOR

1. 

Mela Ram Sharma

Vill. Nari So Himri  
Distt Shimla

2. 

Jagdish Sharma


Vill. Nari So Himri  
Distt Shimla

  
IDENTIFIED

Mela Ram  
Vice President  
G.P. Damer

DONEE

166/2014

  
SOMRAJ VERMA  
Document Writer  
Tehsil Office, Sunni  
Distt. Shimla (H.P.)



M. No. 361/13  
28/6/13

R.C.

GIFT DEED

The GIFT DEED is made on this 26<sup>th</sup> day of June 2013 Between  
 Shri/Smt. ~~Shri~~ Dari Ram s/o Uttam s/o Kania  
W/O. Navi Tehsil Sunni District Shimla Himachal Pradesh.  
 (Hereinafter called the DONOR) of the part and the state of H.P. through  
 Executive Engineer Kumarsain Division, HPPWD, Kumarsain District Shimla  
 H.P. of 11<sup>th</sup> Circle HPPWD, Rampur Bushahr H.P. ( Hereinafter called the  
 DONEE ) of other part.

WHERE it is declared as follows :-

1. That is donor and the other inhabitants of the area shall be benefited by the construction of the road namely, Construction of Domehar to D. Navi Road under HPPWD being constructed by the Donor under the ..... for public purposes as such he/she/they have decided to transfer the land by way of gift specified below voluntarily and without any consideration which has been accepted by the donee.
2. The donor part shall transfer the possession and ownership of the land comprised in Khata/Khatoon No. 18.34/52 Khata No. 51 224 Kitta 2 Measuring 52.78 Hectare of Share 17/288 Measuring 52.78 Hectare (Strike out whichever is not applicable Situated in Mohal Navi Tehsil Sunni District Shimla H.P. free from all encumbrances to the Donor party. Including all the structures ( specified the nature of structure ) standing there on, trees garden etc. together with all rights easement and appurtenance whatsoever (hereinafter called the property hereby transferred or the premises as specified/described in schedule here to)
3. That the Donor Party is a absolute owner in possession of the land mentioned herein above and has no objection in case the above land is utilized for the benefit general public i.e. Construction of Road by the stat Govt. on public exchequer.
4. That the donor has agreed to deliver the possession of the land at the time of the registration of the above gift deed.

Seen and

Retained

D. Navi  
Retained  
20/5/14

[Signature]

[Signature]



5. That the donor (s) has/have made this transfer of the land specified above voluntarily and with any out consideration and the same has been accepted by the donee.
6. That the donor party has further declare that no person including him/his/their or their successors shall have right over the above land. After the registration of the deed and the donee shall be the absolute owner of the land afterwards for all intents and purposes and that neither the donor nor his legal representatives/heirs successors shall claim any compensation for above mentioned land in future.
7. That the donor (s) has/have executed this deed out of his/her/their free will/consent and without any influence or methods being adopted by any person.
8. That donee further declare that the above land which has been transferred with possession to it shall be utilized for the purposes as mentioned above and shall not use the land for any other purpose except with the permission of competent authorities in accordance with law.
9. That the above deed had the respective heirs/successors/executors/administrators/designer- and legal representatives of the parties hereto.
10. That the donor party has further declare that no person including him/her/their or their successors shall have no right to claim compensation for any damages occur by way of debris/boulders during execution of road as mentioned above.

IN WITNESS Where of all parties heirs to executed on the date first herein before mentioned.

WITNESS

1. Dura Chand etc. Randha vill. Chafzani

Surai

2. Mela Ram etc. Rath Ram  
vill. Navi Teh. Surai

Skthinner

IDENTIFIED BY

Suresh Kumar  
Randha vill. Chafzani

DONER

DONEE

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Ref. N. 362/13  
28/6/13

# Himachal Government Judicial Paper

16/13

## GIFT DEED

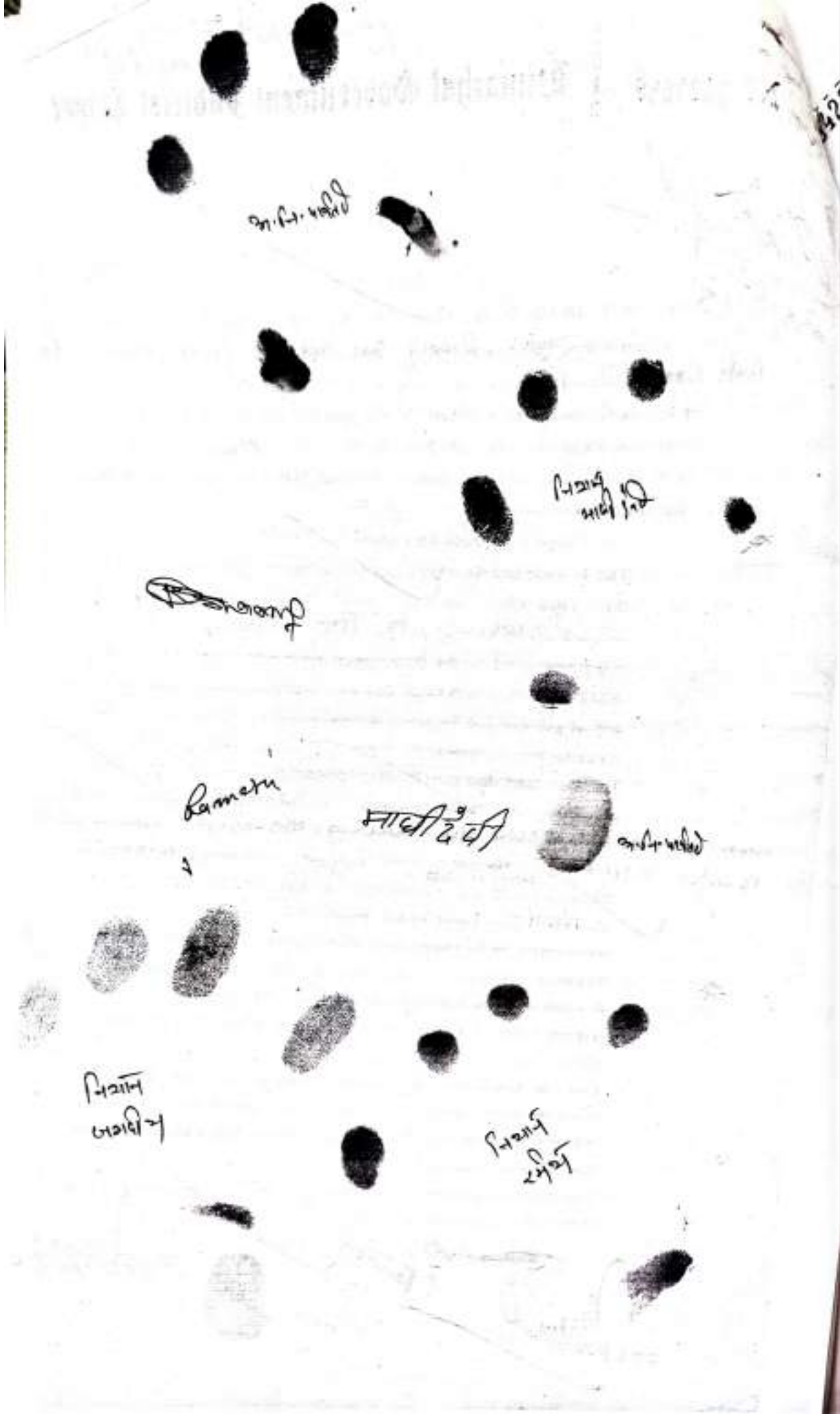
The GIFT DEED is made on this 26<sup>th</sup> day of June 2013 Between  
Smt/Smt. Km. Jagdish Ramesh, Sons and Smt. Ramesh, Maghi w/o  
Bali Ram, w/o Nani Tehsil Suni District Shimla Himachal Pradesh.  
(Hereinafter called the DONOR) of the part and the state of H.P. through  
Executive Engineer Kumarsain Division, HPPWD, Kumarsain District Shimla  
H.P. of 11<sup>th</sup> Circle HPPWD, Rampur Bushahr H.P. ( Hereinafter called the  
DONEE ) of other part.

WHERE it is declared as follows:-

1. That is donor and the other inhabitants of the area shall be benefited by  
the construction of the road namely, Construction of  
Domohar to Nani Road under HPPWD  
being constructed by the Donor under the ..... for  
public purposes as such he/she/they have decided to transfer the land by  
way of gift specified below voluntarily and without any consideration  
which has been accepted by the donor.
2. The donor part shall transfer the possession and ownership of the land  
comprised in Khata/Khatoni No. 32, m/o 113 Khata No 66  
measg. 00-05-24 sect. of share 3/40 measg. 00-00-39 measuring 2 1/2 k  
16 m/o 45 K.N. 64, 65 measg. 00-06-12 3/40 measuring 00-00-52  
Hectare (Strike out whichever is not applicable) Situated in Mohal  
Nani Tehsil Suni District Shimla H.P. free from all  
encumbrances to the Donor party, including all the structures ( specified  
the nature of structure ) standing there on, trees garden etc. together with  
all rights easement and appurtenance whatsoever (hereinafter called the  
property hereby transferred or the premises or specified/described in  
schedule here to)
3. That the Donor Party is a absolute owner in possession of the land  
mentioned herein above and has no objection in case the above land is  
utilized for the benefit general public i.e. Construction of Road by the stat  
Govt. on public exchequer.
4. That the donor has agreed to deliver the possession of the land at the time  
of the registration of the above gift deed.





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## Himachal Government Judicial Paper

5. That the donor (s) has/have made this transfer of the land specified above voluntarily and with any out consideration and the same has been accepted by the donee.
6. That the donor party has further declare that no person including him/his/them or their successors shall have right over the above land. After the registration of the deed and the donee shall be the absolute owner of the land afterwards for all intents and purposes and that neither the donor nor his legal representatives/heirs successors shall claim any compensation for above mentioned land in future.
7. That the donor (s) has/have executed this deed out of his/her/their free will/consent and without any influence or methods being adopted by any person.
8. That donee further declare that the above land which has been transferred with possession to it shall be utilized for the purposes as mentioned above and shall not use the land for any other purpose except with the permission of competent authorities in accordance with law.
9. That the above deed bind the respective heirs/successors/executors/administrators/assigners and legal representatives of the parties hereto.
10. That the donor party has further declare that no person including him/her/them or their successors shall have no right to claim compensation for any damages occur by way of debris/haulers during execution of road as mentioned above.

IN WITNESS Where of all parties hereto executed on the date first herein before mentioned.

WITNESS

1. Duxi Chand Ma Ramdia vill. Chafani

2. Mala Ram sp. Rati Ram  
vill. Navi

DONEE

IDENTIFIED BY

Suresh Kumar  
Pradip Gup Kangali  
Tel. Suresh Datta Sank



part. No 357/13  
28/6/13

P-C

GIFT DEED

The GIFT DEED is made on this 26<sup>th</sup> day of June 2013 Between  
 Shri/Smt/Km. MANI RAM sp. Durga sp. KIRU  
W/O. Nani Tehsil Suni District Shimla Himachal Pradesh.  
 (Hereinafter called the DONOR) of the part and the state of H.P. through  
 Executive Engineer Kumarsain Division, HPPWD, Komarsain District Shimla  
 H.P. of 11<sup>th</sup> Circle HPPWD, Rampur Bushahr H.P. ( Hereinafter called the  
 DONEE ) of other part.

WHERE it is declared as follows:-

1. That is donor and the other inhabitants of the area shall be benefited by the construction of the road namely, Construction of Donor to Nani Road under HPPWD being constructed by the Donor under the ..... for public purposes as such he/she/they have decided to transfer the land by way of gift specified below voluntarily and without any consideration which has been accepted by the donee.
2. The donor part shall transfer the possession and ownership of the land comprised in Khata/Khatoni No. 31.6/1/1 Khata No. 222, 222 Kitta 2 Measuring 08.10.57 Hectare of Share 1.10 Measuring 08.10.57 Hectare (Strike out whichever is not applicable Situated in Mohal Nani Tehsil Suni District Shimla H.P. free from all encumbrances to the Donor party. Including all the structures ( specified the nature of structure ) standing there on, trees garden etc. together with all rights easement and appurtenance whatsoever (hereinafter called the property hereby transferred or the premises as specified/described in schedule here to)
3. That the Donor Party is a absolute owner in possession of the land mentioned herein above and has no objection in case the above land is utilized for the benefit general public i.e. Construction of Road by the stat Govt. on public exchequer.
4. That the donor has agreed to deliver the possession of the land at the time of the registration of the above gift deed.

Seen and  
ReturnedDonorAt this grade  
20/5/14

Donor MANI RAM

3. That the donor (s) has/have made this transfer of the land specified above voluntarily and with any and consideration and the same has been accepted by the donee.
6. That the donor party has further declare that no person including him/his/them or their successors shall have right over the above land. After the registration of the deed and the donee shall be the absolute owner of the land afterwards for all intents and purposes and that neither the donor nor his legal representatives/heirs successors shall claim any compensation for above mentioned land in future.
7. That the donor (s) has/have executed this deed out of his/her/their free will/consent and without any influence or trickery being adopted by any person.
8. That donee further declare that the above land which has been transferred with possession to it shall be utilized for the purposes as mentioned above and shall not use the land for any other purpose except with the permission of competent authorities in accordance with law.
9. That the above deed bind the respective heirs/successors/executors/administrators/assignees and legal representatives of the parties hereto.
10. That the donor party has further declare that no person including him/her/them or their successors shall have no right to claim compensation for any damages occur by way of debris/boulders during execution of road as mentioned above.

IN WITNESS Where of all parties heirs to executed on the date first herein before mentioned.

WITNESS

DONER

1. Durnchand s/o Ramesh u/s Chopani  
Teh. Surai

2. Meda Ram s/o Rati Ram  
u/s Nani Teh-Surai

Identified By

Suresh Kumar,  
Pradhan G.B. Paryuli  
Teh. Surai Dist. Simla

DONEE



P.C.  
1

my or 358/13  
28/6/13

GIFT DEED

The GIFT DEED is made on this 26<sup>th</sup> day of June 2013 Between  
Shri/Smt/Km..... H.E.T. RAM S/O B. Ram s/o..... PARAS RAM  
..... Donor (Hereinafter called the DONOR) of the part and the state of H.P. through  
Executive Engineer Kumarsain Division, HPPWD, Kumarsain District Shimla  
H.P. of 11<sup>th</sup> Circle HPPWD, Rampur Bushehar H.P. (Hereinafter called the  
DONEE) of other part.

24/6/13

WHERE it is declared as follows:-

1. That is donor and the other inhabitants of the area shall be benefited by the construction of the road namely, Construction of Demohar to Navi Road under HPPWD being constructed by the Donor under the ..... for public purposes as such he/she/they have decided to transfer the land by way of gift specified below voluntarily and without any consideration which has been accepted by the donee.
2. The donor part shall transfer the possession and ownership of the land comprised in Khata/Khateoni No. 12. m. 1. 28 Khasra No 632 Measuring 00.31-97 Hectare of Share 1/12 Measuring 00.02-59 Hectare (Strike out whichever is not applicable Situated in Mohal Donahar Tehsil Sunni District Shimla H.P. free from all encumbrances to the Donor party, including all the structures ( specified the nature of structure ) standing there on, trees garden etc. together with all rights easement and enjoyment whatsoever (hereinafter called the property hereby transferred or the premises as specified/described in schedule here to)
3. That the Donor Party is a absolute owner in possession of the land mentioned herein above and has no objection in case the above land is utilized for the benefit general public i.e. Construction of Road by the stat Govt. on public exchequer.
4. That the donor has agreed to deliver the possession of the land at the time of the registration of the above gift deed.



*[Signature]*

5. That the donor (s) has/have made this transfer of the land specified above voluntarily and with any out consideration and the same has been accepted by the donee.
6. That the donor party has further declare that no person including him/his/them or their successors shall have right over the above land. After the registration of the deed and the donee shall be the absolute owner of the land afterwards for all intents and purposes and that neither the donor nor his legal representatives/ heirs successors shall claim any compensation for above mentioned land in future.
7. That the donor (s) has/have executed this deed out of his/her/their free will/consent and without any influence or coercion being adopted by any person.
8. That donee further declare that the above land which has been transferred with possession to it shall be utilized for the purposes as mentioned above and shall not use the land for any other purpose except with the permission of competent authorities in accordance with law.
9. That the above deed bind the respective heirs/successors/executors/administrators/assignors and legal representatives of the parties hereto.
10. That the donor party has further declare that no person including him/her/them or their successors shall have no right to claim compensation for any damages occur by way of debris/boulders during execution of road as mentioned above.

IN WITNESS Where of all parties heirs to executed on the date first herein before mentioned.

WITNESS

1. Dura Chand... sp... Randia... Vill Chafrahi  
Feh. Suni.

2. Mala... Ram... sp... Rati Ram  
Vill Navi Feh. Suni

Identified By  
Suresh Kumar,  
Rajdhan G.P. Kasauli,  
Feh. Suni Distt Jind



DONEE

*[Signature]*



## JOINT INSPECTION REPORT

Joint inspection of proposed construction of Domehar Navi Road Km. 0/00 to 5/241 was carried out by the undersigned officers on dt. 04.07.2016. 3 No's alignment was carried out at site and alignment no. 1 was found most suitable in comparison to other alignments:-

**Alignment No. 1:-** This alignment covers most of the population and involvement of forest land is also less. The local public of area agreed for this proposal and also donated their private land.

**Alignment No. 2:-** The grade of the road is not as per specification and local public also objected to the proposal as it was not covering the habitations.

**Alignment No. 3:-** This alignment was also not found feasible as it involves more forest land and the entire population was also not covered.

Hence the alignment no. 1 has been found most suitable and acceptable to all. So this alignment has been finalized, which is passing through private as well as Govt. /Forest land. The private land has been donated by the people. The proposed road will pass through forest land in Mohal Nalah Teh. Sunni, Distt. Shimla (H.P.) comprising in following Khasra No's.

S.N.	Kh. No.	Kind of land as per Revenue Record	Area in Hect.	Class of land as per forest record
1.	660/1	Bakhal Doyam	00-01-32	UPF-20 Domehar
2.	657/1	Bakhal Doyam	00-04-41	UPF-20 Domehar
3.	642/1	Charagah Drakhtan	00-07-38	UPF-20 Domehar
4.	638/1	Charagah Villa Drakhtan	00-01-98	UPF-20 Domehar
5.	631/1	Charagah Drakhtan	00-02-28	UPF-20 Domehar
6.	19/1, 19/2	Charagah Drakhtan	00-43-03, 00-30-31 00-73-34	UPF-20 Domehar
7.	49/1, 49/2	Ger Mumkin Rasta	00-03-84 00-00-46 00-04-30	UPF-20 Domehar
8.	69/1	Charagah Drakhtan	00-03-76	UPF-20 Domehar
9.	208/1	Charagah Villa Drakhtan	00-00-78	UPF-20 Domehar
10.	206/1, 206/2	Charagah Drakhtan	00-06-81 00-12-77 00-19-58	UPF-20 Domehar
11.	84/1, 84/2	Charagah Drakhtan	00-15-28 00-07-81 00-23-09	UPF-20 Domehar
12.	170/1, 170/2	Charagah Drakhtan	00-21-03 00-12-77 00-33-80	UPF-20 Domehar
13.	18/1, 18/2	Charagah Villa Drakhtan	00-00-66 00-00-36 00-01-02	UPF-20 Domehar
14.	118/1 118/2	Charagah Drakhtan	00-02-07 00-04-62 00-06-69	UPF-20 Domehar
15.	98/1	Bakhal Doyam	00-01-75	UPF-20 Domehar
16.	99/1, 99/2	Charagah Drakhtan	00-11-04 00-11-69 00-22-73	UPF-20 Domehar

	129/1, 129/2	Charagah Drakhtan	00-06-19 00-07-09 00-13-28	UPF-20 Domehar
18	3/1	Charagah Drakhtan	00-32-93	UPF-20 Domehar
19	319/1	Ger Mumkin Rasta	00-06-20	UPF-20 Domehar
20	345/1	Charagah Drakhtan	00-00-68	UPF-20 Domehar
21	343/1	Ger Mumkin Rasta	00-00-18	UPF-20 Domehar
22	346/1	Charagah Drakhtan	00-01-74	UPF-20 Domehar
		Total	2-63-22 hect.	
	Dumping site			
1	19/6	Charagah Drakhtan	00-24-00	UPF-20 Domehar
2	170/6	Charagah Drakhtan	00-12-00	UPF-20 Domehar
3	170/7	Charagah Drakhtan	00-24-00	UPF-20 Domehar
		Total	00-60-00	
		G. Total	03-23-22hect.	

Total forest land including dumping site:- 03-23-22 hect.

*[Signature]*  
 Joint Forest Officer  
 Shimla Forest Division  
 Shimla

*[Signature]*  
 Joint Forest Officer  
 Shimla Forest Division  
 Shimla

*[Signature]*  
 Joint Forest Officer  
 Shimla Forest Division  
 Shimla

45  
*[Signature]*  
 Sub-Divisional Magistrate  
 Shimla (Rural) H.P.

45  
 Divisional Forest Officer  
 Shimla Forest Division  
 SHIMLA



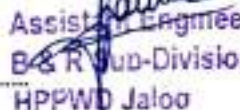
## JUSTIFICATION FOR REDUCING THE TREES FOR CONSTRUCTION OF ROAD

**Point no.10.** All alternative proposals have been explore at site to reducing the no of trees to be affected for construction of this proposed road especially Quercus, Cedrus & pine species . The alignment of proposed road passed through forest as well as private land. The total length of this road is 5.241 km out of which 4.525 km is passing through forest land and 0.716 km through private land. Accordingly, 3.2322 hac. Forest land and 0.4285 hac. Private land is being involved in the proposal. The gift deeds of private land involved in the construction of proposed road stand received by this department from the land owners. The tree less area as shown in the surroundings of proposed alignment is private land and the peoples of the area are not agreed to donate their extra land for construction of this road because they have left very less portion of land in their possession and the peoples of economically weaker sections.

Keeping in view the facts narrated above, the proposal under consideration is only suitable alignment to connect the villages Domehar & Navi with road facility

Place...Dhami

Date.....

  
Assistant Engineer  
B & R Sub-Division  
HPPWD Jalga

Signature of User Agency

Office Seal

  
Executive Engineer  
Shimla Rural Division  
HPPWD Dhami

**Full title of the Project:-** Diversion of 3.2322 ha of forest land in favour of HPPWD for the construction of road from Domehar to Navi km 0/00 to 5/241

File No.....

Date of Proposal:.....

### UNDERTAKING FOR POSSIBILITY TO SHIFT THE DUMPING SITE TO NON FOREST AREA

Point No-13

I, Sh. Suresh Chandel, Executive Engineer HPPWD Shimla Rural Division Dhami hereby, undertake that the possibility to shift the dumping site of area 0.6000 Hac. to private land from the govt. land has been explored on the site. The private land adjoining to the road alignment is cultivated agriculture land and no degraded private land is available, hence local people are not ready to gift the private land for dumping site. The land holding of the public of Domehar & Navi Villages are very limited as the area is hilly and very small patches are cultivated in this hilly area. The local public is depending on the agriculture to make their both end meet. Keeping in view the above facts and reasons, it is not possible to shift the dumping site to the private land.

Place...Dhami

Date.....

Signature  
B. S. R. Sub-Division  
HPPWD Jaloo

Signature of User Agency

Signature  
Executive Engineer  
Shimla Rural Division  
HPPWD Dhami



excavations, list of trees dumping site road alignment from  
 Umahar to Navi in U-20 Dumahe Forest in Kargali bat Hirmi block  
 of Bhagti Forest Range, U-20 Division Shimla March 12/2020.

Sr No	Class	Spp	Dia	Class	Remark	Sr No	Class	Spp	Dia	Class	Remark
1	170/6	Chil	35/37	II	do -	1	170/6	Gale	20/21	IV	brungs/fin
2	170/6	Chil	36/37	II	do -	2	170/6	do	21/22	IV	do -
3	170/6	Kail	21/22	IV	do -	3	170/6	do	27/38	II	do -
4	170/6	Bam	20/21	IV	do -	4	170/6	Chil	34/31	II	do -
5	170/6	do	16/17	IV	do -	5	170/6	Bam	27/28	IV	do -
6	170/6	do	35/36	II	do -	6	170/6	do	20/21	IV	do -
7	170/6	do	24/25	IV	do -	7	170/6	Gale	32/34	II	do -
8	170/6	do	14/15	IV	do -	8	170/6	do	21/22	IV	do -
9	170/6	do	11/12	IV	do -	9	170/6	do	20/21	IV	do -
10	170/6	do	14/15	IV	do -	10	170/6	Bam	21/22	IV	do -
11	170/6	B/L	27/28	IV	do -	11	170/6	Gale	12/13	IV	do -
12	170/6	Bam	65/66	IIA	do -	12	170/6	do	11/12	IV	do -
13	170/6	Bam	32/34	II	do -	13	170/6	do	12/13	IV	do -
14	170/6	Bam	34/35	II	do -	14	170/6	do	12/13	IV	do -

Sr No	Class	Spp	I	II	III	IV	TOTAL
1	170/6	Chil	1	1	1	1	1 = 0.711
2	170/6	Chil	1	1	1	1	1 = 0.711
3	170/6	Kail	1	1	1	1	1 = 0.435
4	170/6	Bam	4	2	3	1	10 = 5.386
5	170/6	B/L	1	1	1	1	1 = 0.308
6	170/6	Bam	4	2	3	1	10 = 5.386
7	170/6	Gale	3	4	2	1	9 = 5.195
8	170/6	Chil	1	1	1	1	1 = 0.711
9	170/6	Bam	1	1	1	1	1 = 0.825
10	170/6	Gale	3	4	2	1	9 = 5.195
11	170/6	Chil	1	1	1	1	1 = 0.711
12	170/6	Bam	1	1	1	1	1 = 0.825
13	170/6	Gale	3	4	2	1	9 = 5.195
14	170/6	Chil	1	1	1	1	1 = 0.711
15	170/6	Bam	1	1	1	1	1 = 0.825
16	170/6	Gale	3	4	2	1	9 = 5.195
17	170/6	Chil	1	1	1	1	1 = 0.711
18	170/6	Bam	1	1	1	1	1 = 0.825
19	170/6	Gale	3	4	2	1	9 = 5.195
20	170/6	Chil	1	1	1	1	1 = 0.711
21	170/6	Bam	1	1	1	1	1 = 0.825
22	170/6	Gale	3	4	2	1	9 = 5.195
23	170/6	Chil	1	1	1	1	1 = 0.711
24	170/6	Bam	1	1	1	1	1 = 0.825
25	170/6	Gale	3	4	2	1	9 = 5.195
26	170/6	Chil	1	1	1	1	1 = 0.711
27	170/6	Bam	1	1	1	1	1 = 0.825
28	170/6	Gale	3	4	2	1	9 = 5.195
29	170/6	Chil	1	1	1	1	1 = 0.711
30	170/6	Bam	1	1	1	1	1 = 0.825
31	170/6	Gale	3	4	2	1	9 = 5.195
32	170/6	Chil	1	1	1	1	1 = 0.711
33	170/6	Bam	1	1	1	1	1 = 0.825
34	170/6	Gale	3	4	2	1	9 = 5.195
35	170/6	Chil	1	1	1	1	1 = 0.711
36	170/6	Bam	1	1	1	1	1 = 0.825
37	170/6	Gale	3	4	2	1	9 = 5.195
38	170/6	Chil	1	1	1	1	1 = 0.711
39	170/6	Bam	1	1	1	1	1 = 0.825
40	170/6	Gale	3	4	2	1	9 = 5.195
41	170/6	Chil	1	1	1	1	1 = 0.711
42	170/6	Bam	1	1	1	1	1 = 0.825
43	170/6	Gale	3	4	2	1	9 = 5.195
44	170/6	Chil	1	1	1	1	1 = 0.711
45	170/6	Bam	1	1	1	1	1 = 0.825
46	170/6	Gale	3	4	2	1	9 = 5.195
47	170/6	Chil	1	1	1	1	1 = 0.711
48	170/6	Bam	1	1	1	1	1 = 0.825
49	170/6	Gale	3	4	2	1	9 = 5.195
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53	170/6	Chil	1	1	1	1	1 = 0.711
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80	170/6	Chil	1	1	1	1	1 = 0.711
81	170/6	Bam	1	1	1	1	1 = 0.825
82	170/6	Gale	3	4	2	1	9 = 5.195
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84	170/6	Bam	1	1	1	1	1 = 0.825
85	170/6	Gale	3	4	2	1	9 = 5.195
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87	170/6	Bam	1	1	1	1	1 = 0.825
88	170/6	Gale	3	4	2	1	9 = 5.195
89	170/6	Chil	1	1	1	1	1 = 0.711
90	170/6	Bam	1	1	1	1	1 = 0.825
91	170/6	Gale	3	4	2	1	9 = 5.195
92	170/6	Chil	1	1	1	1	1 = 0.711
93	170/6	Bam	1	1	1	1	1 = 0.825
94	170/6	Gale	3	4	2	1	9 = 5.195
95	170/6	Chil	1	1	1	1	1 = 0.711
96	170/6	Bam	1	1	1	1	1 = 0.825
97	170/6	Gale	3	4	2	1	9 = 5.195
98	170/6	Chil	1	1	1	1	1 = 0.711
99	170/6	Bam	1	1	1	1	1 = 0.825
100	170/6	Gale	3	4	2	1	9 = 5.195

Sharing for  
 the Kargali road alignment  
 12/03/2020



General direction of trees and alignment of forest range/semi forest range during the month of December, 2021.

Block of 10/17 forest range/semi forest range during the month of December, 2021.

Sl. No.	Name of Spot	Name of Block	Sp.	Supply	No. of trees	Area	No. of trees	Area	No. of trees	Area	No. of trees	Area	No. of trees	Area	No. of trees	Area	No. of trees	Area
657, 19			Bam	70	78	6.318	37	1.175	20	1.254	5	5.115	8	10.624	2	5.262		
62, 206, 84			Kakao	2	1	0.115	1	0.308	2	1.370								
18, 170, 108			B/L	4	1	0.115	1	0.308	1	0.085								
79			Chil	2	8	0.535	6	1.848	7	4.977								
			Dender	—	—	—	3	1.386	—	—								
			Kahla	—	1	0.115	—	—	—	—								
			Kail	3	4	0.616	2	0.870	4	3.168								
			Grala	7	18	4.230	12	6.924	4	4.344								
			TOTAL	88	111	12.073	62	20.817	38	27.944	5	5.445	8	10.624	2	5.262	1	4.057
538	Kayal	Chimani	Grala	—	1	0.035	—	—	—	—								
170			Bam	10	7	0.587	4	1.100	—	—								
			Kail	1	7	1.078	4	1.740	1	0.922								
			Chil	1	—	—	—	—	1	0.711								
			TOTAL	12	15	1.850	8	2.840	2	1.713								
176			Chil	2	—	—	—	—	1	0.711								
			Bam	2	—	—	—	—	—	—								
			TOTAL	4	—	—	—	—	1	0.711								
170			Chil	—	—	—	—	—	1	0.711								
6			Kail	—	—	—	—	—	1	0.435								
			Bam	18	4	0.324	2	0.530	3	1.831								
			B/L	—	—	—	—	—	—	—								
			TOTAL	18	4	0.324	4	1.293	4	2.592								
170			Grala	4	3	0.705	4	2.308	2	2.182								
7			Chil	—	—	—	—	—	1	0.711								
			Bam	—	—	—	—	—	3	0.825								
			TOTAL	4	3	0.705	7	3.133	3	2.917								
			G.TOTAL	126	151	15.073	91	29.655	118	51.177	5	5.445	8	10.624	2	5.262	1	4.057

Signature of the Forest Officer

Signature of the Range Officer