

From,

Jyoti Kumar Tripathi (H.J.S.),
Additional District and Sessions Judge,
Court No. 1, Kushinagar at Padrauna.

To,

Registrar General,
High Court of Judicature at Allahabad.

Through,

District Judge,
Kushinagar.

Subject: Submission of information regarding purchase of immovable property, as per court's circular letter no. CL no. 25 dated 13 July, 1998.

Sir,

With due regard I beg to submit that on 6 September, 2019, I purchased a residential plot **D-242** admeasuring **208.20 Sq. Mtrs (249 Sq. Yds)** at Lucknow in group housing colony under the name of "**Garden City**" situated at village Purseni, Tehsil Mohanlalganj, District Lucknow, Uttar Pradesh by M/s. **DLF Ltd.**, a Company incorporated under the Companies Act, 1956, having its registered office at **DLF Shopping Mall, 3rd Floor, Arjun Marg, DLF City Phase-1, Gurgaon.** As per court's circular letter no. 25 dated 13th July, 1998, detailed information is being furnished for kind perusal.

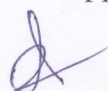
- 1- Date of Joining of service- 23.04.1992.
- 2- At present gross salary is Rs. 2,08,475/- and take home salary is Rs. 1,64,575/-, as per payable for month of January, 2020.
- 3- Previously purchase- (A) Maruti 800 Car for Rs. 1,80,000/- in 2002.
(B)- Maruti Swift Desir in 2011.
(C)- Flat at Asiyana Lucknow in Sunrise Apartment.

These purchases already have been intimated.

4- Flate in Sunrise Apartment was purchased by getting house building advance for Rs. 7,50,000/- taken in year 2011 from the Hon'ble Court. Rest Housing loan taken from SBI, New Collectrate Compound Branch, Dabari, Firozabad and SBI Mestern Road Kanpur Nagar. House building advance taken by Hon'ble court, principal amount has been repaid and house loan is continued.

5- To purchase above land a sum of Rs. 63,75,000/- housing loan for purchase a plot and construction loan on floating rate 9.10% taken by PNB Housing Finance Ltd. 1st Floor, Commercial Complex Shahnajaf Road, Pandit House Lucknow-226001. Total disbursement amount of above housing loan taken Rs. 39,34,685/- for purchase of plot. Current instalment amount is Rs. 43,102/-. Loan was sanctioned on 14th February, 2019 and was disbursed firstly on 25.02.2019. Loan is to paid in 146 monthly instalment.

- 6- Second hand car- Not applicable.



7- Details of the property (area of plot, locality, city) plot no. D-242 admeasuring 208.20 Sq. Mtrs (249 Sq. Yds) at Lucknow residential group housing colony under the name of "Garden City" situated at village Purseni, Tehshil Mohanlalganj, District Lucknow, Uttar Pradesh, cost Rs. 41,50,663/-.

8- Name and full address of dealer/seller- M/s. **DLF Ltd.**, a Company incorporated under the Companies Act, 1956, having its registered office at **DLF Shopping Mall, 3rd Floor, Arjun Marg, DLF City Phase-1, Gurgaon.**

9- Whether the dealer is regular and reputed one- Yes.

10- Whether the judicial officer is related to the seller, if any and whether any case is pending against seller is decided by the judicial officer- No. I have never been posted in Lucknow Judgeship. No case has been decided by me related to the seller.

11- Details of source of amount with paper in support thereof-

(A)- Rs. 2,00,000/- was paid via cheque no. 878759 dated 4th February, 2019 and Rs. 7,37,000/- were paid through cheque no. 878765 on 22.02.2019 to the first allottee **Mr. Murli Manohar Bhatia S/O Hukumchand Bhatia**, R/O- 2/77 Krishna Nagar, Kanpur, from my SBI A/c no. 32406418726.

(B)- Rs. 39,00,000/- paid from home loan taken by PNB Housing Finance Ltd. 1st Floor, Commercial Complex Shahnajaf Road, Pandit House Lucknow-226001.

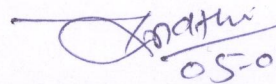
(C)- Rs. 2,19,825/- paid to M/s. **DLF Ltd.**, a Company incorporated under the Companies Act, 1956, for stamp and registration charges etc. through cheque no. 878783 dated 02.04.2019 from my SBI A/c no. 32406418726.

(D)- Rs. 98,000/- was also paid for stamp duty and registration again through cheque from my SBI A/c no. 32406418726.

(E)- A sum of Rs. 56,006/- paid to **Garden City Residence Welfare Association** through cheque dated 02.04.2019 from my SBI A/c no. 32406418726.

It is therefore requested that the application may kindly be presented before the Hon'ble High Court for kind information and perusal.

With regard.


05-03-2020

(Jyoti Kumar Tripathi)

Additional District and Sessions
Judge, Court No. 1, Kushinagar.

Enclosures-

1. Agreement to transfer from first allottee to me.
2. Housing loan papers.
3. Registered saledeed.

आदित्य अग्रवाल न्यायाधीश कुशीनगर स्थान-बलराम

दिनांक 05/03/20 कुशीनगर

142/19

बलराम

05-03-2020

शहजहाँपुर न्यायाधीश

कुशीनगर न्यायालय

Branch Office: LUCKNOW
 Applicant: Mr. Jyoti Kumar Tripathi
 Mrs. Sunita Tripathi

Date: 14-FEB-19
 Ref No.: HOU/LUC/0219/647067

Address: J8 DM COMPOUND CIVIL, LINES, Kanpur, Uttar Pradesh-208001, India
 Email: jktripathi_adj@yahoo.co.in

Version No.: 2
 Contact No. 9415273418

Dear Sir/Madam,

With reference to your loan application dated 08-02-2019, we are pleased to inform you that we have in principle sanctioned your loan, on the broad terms and conditions as under/overleaf with special conditions, if any.

1.	Purpose of Loan	Housing Loan
2.	Loan Amount	INR 62,00,000.00 (INR Sixty-Two Lakhs only)
	Insurance Premium	INR 1,75,000.00 (INR One Lakh Seventy-Five Thousand only)
	Total Loan Amount	INR 63,75,000.00 (INR Sixty-Three Lakhs Seventy-Five Thousand only)
3.	Repayment Term	156 Months
4.	Rate of Interest Scheme	Floating
5.	PNBHFR *	9.00% per annum
6.	Applicable Rate of Interest *	9.00% +0.10% = 9.10% per annum as on the date of execution of the loan agreement
7.	Equated Monthly Instalment ("EMI") *	INR 69,834.00 (INR Sixty-Nine Thousand Eight Hundred Thirty-Four only)
8.	Processing fees receivable:	INR 0.00 (INR Zero only)
9.	Sanction letter validity	90 days, from the date of this letter
10.	Security	D-242, Plot, Block-D, DLF Garden City-Lucknow, Rae- Bareli Road, Lucknow, Lucknow, Uttar Pradesh, India-226001

*Subject to change from time to time at the sole discretion of PNBHFL

SPECIAL CONDITIONS:

1. The offer is subject to satisfactory legal and technical clearance of the property.
 2. All Property owners to be in the loan structure
 3. Repayment to be obtained from salary account.
 4. Loan to value to be capped at 80% of (cost of construction plus cost of plot) or (cost of construction plus market value of the plot), whichever is lower
 5. Disbursement for the land not exceed 75% of land value or 70% of the loan amount whichever is lower.
 6. Declaration from customer stating that "I/we hereby declare that I/we intend to construct a house on the Plot for which I am availing the loan facility on the address mentioned above within a period of 12 months from the avallment of said loan."
 7. Pre-payment charges to apply as per schedule of charges
 8. If the customer fails to commence the construction of the plot within the specified time frame of 12 months, the interest rate will be increased by 100 bps over and above the applicable rate of interest.
 9. Disbursement for the land not exceed 75% of land value or 70% of the loan amount whichever is lower.
 10. Positive Legal & Technical as per PNB HFL norms.
- You are requested to contact your Customer Service Manager or relationship manager at the address given below to complete the necessary formalities and execution of documents for disbursement of loan.

Customer Service Manager: Vivek Verma

Landline No: 0522 4936900

Relationship Manager: Shweta Shukla-7080805052

Branch Address: PNB Housing Finance Ltd, 1st Floor, Commercial Complex Shahnajaf Road, Pandit House, Lucknow - 226001 Tel. 0522 4936900

We look forward to hearing from you and assure you best of our service always.

Thanking you,
 Yours faithfully

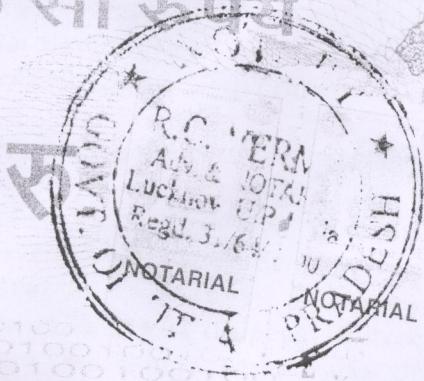
Ann-1

भारतीय गैर न्यायिक

एक सौ रुपये

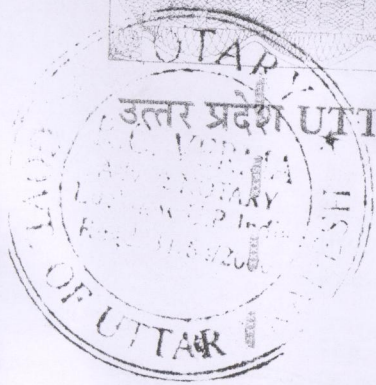
Rs. 100

ONE HUNDRED RUPEES



INDIA

INDIA NON JUDICIAL



ET 326701

05 FEB 2019

Agreement to Transfer

This agreement to transfer ("Agreement") is executed at Lucknow on the 22nd day of Feb 2019 ("Effective Date") by and between:

Mr. Murli Manohar Bhatia S/o Mr. Hukum Chand Bhatia R/o 2/77, Krishna Nagar, Kanpur (U.P)- 208007 (Hereinafter called the "Transferor" which expression shall unless it be repugnant to the meaning or context thereof, be deemed to include its successors and assigns) of the ONE PART

And

Mr. Jyoti Kumar Tripathi S/o Mr. Mahesh Narayan Tripathi R/o House No- J-8, D.M Compound, Civil Lines Kanpur (U.P)-208027 (Hereinafter called the "Transferee" which expression shall unless it be Repugnant to the meaning or context thereof, be deemed to include the heirs, executors and administrators) of the OTHER PART.

The expression of the terms 'Transferor' and Transferee(s)' are hereinafter individually and collectively referred to as "Party" and "Parties" respectively.

Identifying deponent/recruited/sub who has signed Part II, before me

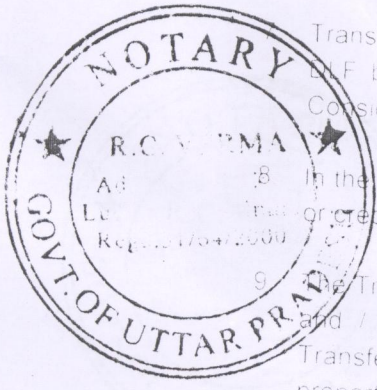
SIGNATURE ATTESTED

Murli Manohar Bhatia

Jyoti Kumar Tripathi

R.C. VERMA
NOTARY
Civil Court
Lucknow U.P. INDIA
Regd. No. 31/64/2000

- 1 Upon execution of the Agreement the Transferor shall hand over to the Transferee, photocopies of all documents issued by the Developer in respect of the Property
- 2 The Transferee undertakes to pay the Agreed Consideration to the Transferor within the stipulated date i.e. 10- Mar- 2019 without fail and without any delay or default or demur as time in respect of payments is of essence of the Agreement.
- 3 The Transferor undertakes to pay the any Delayed Interest or any Holding charges due to Builder till the date of Transfer
- 4 The Transferor undertakes to pay the Monthly CAM Charges Rs. 32,880/- Garden City Residents Welfare association on the date of Transfer
- 5 If the Transferee fails to pay the Agreed Consideration to the Transferor within the dates specified in Clause above, the Transferor shall without prejudice to its other rights, be entitled to forthwith terminate this Agreement and forfeit any amount that the Transferee may have paid to the Transferor under this Agreement and the transferor will be free to sell the said property to any other person
- 6 Similarly if transferor terminates the deal for any reason after realizing the earnest money, then he would be liable to pay the double amount of earnest money given to him



Transferor will handover original builder buyer agreement & all original papers received from B/F builder to the Transferee once the Transferee has made complete payment of Agreed Consideration to the Transferor

8 In the event that the cheque received from the transferee towards earnest money is not honored or credited to bank account of Transferor, the agreement shall stand null and void

9 The Transferor represent that it has not done any act and/or transaction concerning the Property and / or created any mortgage and encumbrances of any nature whatsoever further, the Transferor represents that subject to provisions of the builder buyer agreement, the title of the property is clear, transferable and free from all encumbrances and reasonable doubts and Transferor have full right, title and interest to transfer the property

10 Further, the Transferor undertake not to enter into any agreement to create any charge or lien or encumbrance on the property from the effective date till date of payment of the agreed consideration by the transferee to the Transferor or forthwith termination of the agreement whichever is earlier

11 Upon receipt of the agreed consideration from the transferee, the Transferor shall give all necessary co-operation and assistance that may be required by the transferee for complete and effectual transfer of the property in favor of the transferee and shall always assist by way of signing requisite papers/application for the purpose of carrying out the intension of this agreement

SIGNATURE ATTESTED

12 This Agreement constitutes the entire understanding between the parties. It supersedes all previous understanding between the parties with respect to the subject matter of hereof

R. C. VERMA
 Adv. & NOTARY
 Collectorate Court
 Lucknow U. P. India
 Regd. 31/64/2000

Handwritten signature of the transferor

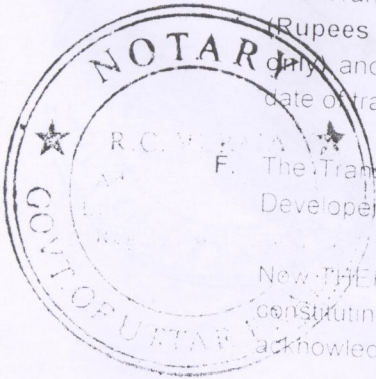
Handwritten signature of the transferee

WHEREAS

- A. The Transferor have booked a Plot No. D-242 in Project DLF garden City, Village Purseni, Rai Bareilly Road, Lucknow, with Customer Ref No. UNQ/277/0000450 having measuring area 208.20 Sq. Mt. ("Property") from DLF Ltd. ("Developer")
- B. As per the provisional allotment Letter, the total costing of the property including (BSP + PLC + CDC + CLB1 with S Tax + CLB3 + CMIW with S Tax + CSD_V + ECC with S Tax + STX with S Tax) Rs. 43,99,607.00/- (Rupees Forty Three Lakh Ninety Nine Thousand Six Hundred Seven Only) plus Garden City Residents welfare Association (IBMS) amount of Rs. 56006.00/- of which the Transferor has already paid to the developer a cumulative amount of Rs. 38,66,274.93 (Rupees Thirty Eight Lakh Sixty Six Thousand Two Hundred Seventy Four and Ninety Three Paise Only). The paid up amount includes earlier discounts as applicable
- C. As per the mutual agreement between the transferor and the transferee the total sales consideration is Rs. 46,99,607.00/- (Rupees Forty Six Lakh Ninety Nine Thousand Six Hundred Seven Only) plus Garden City Residents welfare Association amount of Rs. 56006.00/- only.
- D. The Transferee is desirous of getting the property transferred in his name and the Transferor is willing to transfer the Property unto the Transferee for a lump sum amount of Rs. 41,66,274.93 (Rupees Forty One Lakh Sixty Six Thousand Two Hundred Seventy Four and Ninety Three Paise Only)
- E. The Transferee undertakes to pay to the developer the balance amount of Rs. 5,33,332.07/- (Rupees Five Lakh Thirty Three Thousand Three Hundred Thirty Two and Seven Paise Only) and amount of Rs. 56,006.00/- to Garden City Residents welfare Association on the date of transfer
- F. The Transferee undertakes to pay the Stamp duty and Registration Charges (PRC) to the Developer on the date of transfer or when it will be demanded by DLF Ltd.

Now THEREFORE in consideration of the foregoing and the mutual covenants contained herein constituting good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- G. The Transferor do hereby agrees to transfer all its rights, interests, liens and titles in the Property in favor of the Transferee for amount of Rs. 41,66,274.93 (Rupees Forty One Lakh Sixty Six Thousand Two Hundred Seventy Four and Ninety Three Paise Only). Payable by the Transferee to Transferor in the following manner:
- a) Transferee has paid an amount of Rs 2, 00,000.00/- (Rupees Two Lakh Only) via Cheque No. 878759 Dated 04.02.2019 drawn on SBI Kanpur as earnest money
- b) Transferee shall pay the remaining amount of Rs. 39,66,274.93 (Rupees Thirty Nine Lakh Sixty Six Thousand Two Hundred Seventy Four and Ninety Three Paise Only) to the Transferor on or before the date of transfer



R. C. VERMA
Adv. & NOTARY
Collectorate Court
Lucknow U. P. India
Regd. 31/64/2000

mukesh kumar sharma

Smriti

SIGNATURE ATTESTED

IN WITNESS WHEREOFF the parties here to have set their respective hands on these presents on the date month and year here in above first mentioned in the presence of the following witnesses

Transferor

Transferee

Murli Manohar Bhatia
Mr. Murli Manohar Bhatia

Jyoti Kumar Tripathi
Mr. Jyoti Kumar Tripathi
&



SIGNATURE ATTESTED

R.C. Verma
R. C. VERMA
Adv. & NOTARY
Collectorate Court
Lucknow U. P. India
24/6/2000