

From,

Narendra Kumar IV,  
District Judge/Principal Judge,  
Family Court, Saharanpur.  
U.P-I.D. 5693

To,

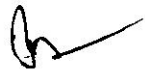
The Registrar General,  
Judicature at Allahabad High Court.

Subject:- Regarding purchase of Flat No-J-303, NRI Residency Plot No GH-01, Sector omega-II Greater Noida UP. by my wife smt. Shivani Dhaka.

Sir,

It is humbly submitted :-

1. I have joined judicial service on 4<sup>th</sup> September, 1993.
2. My present gross salary in amount Rs. 206525/- and taken home salary is Rs. 106125/-
3. I have already informed that one Scooter no. U.P. 24-9889 modal 1993. Purchase on 06-06-1994 information sent to Hon'ble H.C. 31-01-1994 source of amount was agricultural income. 32 bore revolver purchased on 06-01-1999 source of amount was salary information sent to Hon' ble H.C. on 09-01-1999. One air conditioner named O General in Rs. 21000/- Purchased on 07-12-2001 sources of amount was my salary and areas information sent to Hon'ble H.C. on 12-12-2001. Santro car No. U.P. 16Q-0090 purchased on 05-05-2007 Rs. 3,77,337/- from Nimbs Motor Pvt. Ltd. Noida information sent to Hob'ble H.C. on 31-05-2007. My wife purchase a second hand car Honda City car bearing No H.R. 26 BH-6226 on 24-01-2014 in Rs. 5,10,081/- information sent to Hon'ble H.C. on 15-12-2014. I have purchased 220 Sq.m. plot No. 88/2 Ahinsa Khand, indrapuram Ghaziabad on 15-06-2004 from Ghaziabad Development Authority in cost of Rs. 9,19,600/- without registration fees and etc. The sources of amount is loaned Rs. 9,19,600/- and savings. Information sent to Hon'ble H.C. on 15-07-2004. Flat No. 118D MIG Sector-93 G.B Nagar purchased by my wife Smt. Shivani Dhaka on 01-12-2007 in Rs. 20,00,000/- Informatin sent to Hon'ble H.C. on 09-01-2008. She took loan from O.B.C phase II, G.B. Nagar. "Now perposed for sale and applied for permission on 11-01-2021."



My wife Shivani Dhaka purchased flat FF 33 Lilac II Sector 49 Gurgon Haryana is Rs. 42,40,000/-. She took loan of Rs. 27,00,000/- H.D.F.C. Information sent to Hon'ble H.C. on 05-08-2011 and 22-02-2012. "Which has been sold out with the permission of the Hon'ble H.C. in the year of 2019."

4. It is submitted that my wife Smt. Shivani Dhaka has purchased Flat No-J-303, NRI Residency Plot No GH-01, Sector omega-II Greater Noida UP. in amount Rs. 5414562/- (fifty four lakhs fourteen thousand five hundred sixty two) and registered on 24-12-2020 on her name by regular and real Estate developer S.D.S Infratech Private Limited Noida.

Intitally this flat was booked in the name of shri Pardeep Kumar, in the year 2013 booking of this flat was transfered in the name of Smt. Shivani Dhaka in place of Mr. Pardeep Kumar by S.D.S Infratech Private Limited Noida. Towards transfer of Allotment an amount of Rs.20,60000/- was paid to Mr. Pardeep Kumar and rest amount was paid to S.D.S Infratech Private Limited Noida.

For the purchase of this Flat my wife Smt. Shivani Dhaka has taken a housing loan of amount Rs.40,00000/- (Forty lakhes) from Union Bank of India Sector-49 Noida UP:- Annexure-I

My wife Smt. Shivani Dhaka has been working since 1999. Details of her income have been regularly submitted in my property statement. She is currently working with Concentrix India as Vice President. The amount paid by Smt. Shivani Dhaka Through her salary account "Citi Bank account No-5277638225."

Amount paid by Smt. Shivani Dhaka towards purchase of this flat as under:-

Sr. No.	Date	Who paid to Whom	Details	Amount	Bank Account No.
1	09-11-2013	Smt. Shivani Dhaka to Pradeep Kumar	Cash	1,00,000/-	
2	07-12-2013	Smt. Shivani Dhaka to Pradeep Kumar(Annexure-II)	Cheque No. 173598	5,00,000/-	Citi Bank 5277638225
3	07-12-2013	Smt. Shivani Dhaka to Pradeep Kumar(Annexure-III)	Cheque No. 173597	4,61,195/-	Citi Bank 5277638225

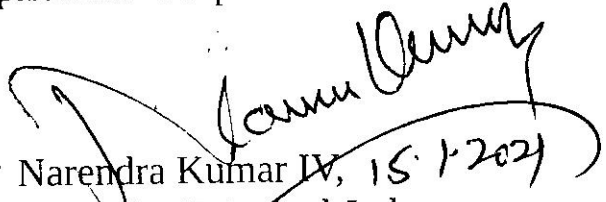
4	07-12-2013	Union Bank to Pradeep Kumar(Annexure-IV)	D.D No. 419079	9,98,805/-	
5	07-12-2013	Union Bank to S.D.S Infratech Ltd. Noida(Annexure-V)	D.D No. 419078	23,15,838/-	
6	11-01-2014	Smt. Shivani Dhaka to S.D.S Infratech Ltd. Noida(Annexure-VI)	Cheque No. 173600	5,79,000/-	Citi Bank 5277638225
7	25-05-2015	Union Bank to S.D.S Infratech Ltd. Noida(Annexure-VII)	D.D No. 692277	4,75,936/-	
Total				54,30,774/-	

5. The dealer in regular and reputed one.

6. I am not related with dealer in any manner. I have neither decided any case in the favour of dealer nor any case pending in my court.

7. Source of amount is Rs. 40,00,000/- (forty lakhs) housing loan of Union Bank Sector 49, Noida and rest amount was paid through her salary account Citi Bank 5277638225 Gurgaon.

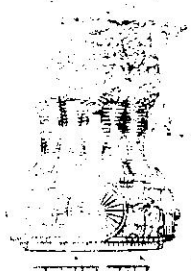
It is humbly prayed that my application be placed before Hon'ble Court for information.

  
 Narendra Kumar IV, 15.1.2021  
 District Judge/Principal Judge,  
 Family Court, Saharanpur.  
 U.P-I.D. 5693

Note:- Photo copy of registry has been enclosed herewith:- Annexure-VIII

Annexure - 1

कसलियः कसलियः  
कसलियः कसलियः



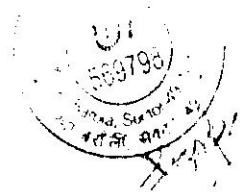
RUPEES

INDIA  
INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

BS 010799

For TPT attached  
J303, NRI Residency



For SDS INFRA TECH PVT. LTD.

*[Signature]*  
Director/Authorized Signatory

*[Signature]*  
Anwarul Haque

**TRIPARTITE AGREEMENT**

( To be executed by the borrower, Union Bank of India and Builder)

THIS AGREEMENT MADE THIS 18 DAY OF 12 month 2013

BETWEEN

Mrs Shivani Dhaka R/o: 33, F.F, LILAC II, Sector -49,  
Sohna Road, Gurgaon-122001, Haryana (Name & address of Borrower)  
(hereinafter termed as "Borrower" which term shall unless repugnant to the context  
be deemed to include his/her executors, administrators and assigns.

AND

SDS Infratech Pvt. Ltd having its registered office at Shakarpur, N.D-110092, India (Name and Address of  
builder) SDS Infratech Private Ltd. a firm/registered  
partnership firm/ a company represented by its proprietor/ authorized  
partner/Managing director Mr./Mrs. Shailja Sawhney hereinafter  
termed as "Builder" which term shall unless repugnant to the context include its  
successors administrators and assigns.

AND

UNION BANK OF INDIA, a body corporate constituted under the Banking Companies  
(Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at  
239, Vidhan Bhavan Marg, Nariman Point, Mumbai-400 021 and having among its  
branches a branch at Union Loan Point, Noida (U.P)(mentioned the address of the  
Branch) hereinafter called the "Bank" which expression shall unless repugnant to  
the Context be deemed to include its assigns, successors.

WHEREAS THE Builder is developing residential sites for constructing residential  
Flat/apartments thereon

WHEREAS the Builder is owner and is seized and possessed of or otherwise well and  
sufficiently entitled to all those pieces or parcels of lands hereditaments and  
premises situate at bearing No. J-303 more fully described in the schedule  
hereunder.

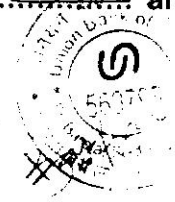
OR

WHEREAS the premises situated at ..... bearing No.....  
Fully described in the schedule hereunder are owned by ..... and the

For SDS INFRA TECH PVT. LTD.

Shailja  
Director/authorised Signatory

Shivani Dhaka



said.....has executed a.....in favour of the builder on ..... entitling the builder to develop and sell the schedule mentioned premises.

(strike out whichever inapplicable)

**WHEREAS** the Builder is developing the schedule mentioned premises for constructing residential flats/apartments thereon.

**WHEREAS** the builder agreed to sell a Flat No. J-303 to the borrower in the Apartment complex "NRI RESIDENCY" being developed and constructed in the schedule mentioned premises, under an Agreement of sale dated 04/08/2012 entered into between the Builder and the borrower, which contains the terms and conditions for sale of the flat in favour of the borrower. As per the terms and conditions contained therein and in furtherance thereof the borrower has already paid to the Builder a sum of Rs. 25,64,244/- <sup>(with Service tax)</sup> as and by way of earnest money. The balance of sale consideration is payable by the borrower in installments based on the stages of construction, which are detailed in the said agreements.

**WHEREAS** the Bank on the written application and request of the borrower has already sanctioned a loan of Rs. 40,00,000/- to the borrower (vide Sanction Advice No. 569798000003 dated 26/11/2013) for the purchase of the said Flat from the Builder and has agreed to disburse/release the loan in stages directly to the Builder as per the Builder's requirements depending on the stage of construction, upon the condition that the borrower shall create equitable mortgage by deposit of title deeds relating to the flat to be purchased by him from the Builder in favour of the Bank.

**WHEREAS** the Builder and the Borrower have also requested the Bank for release/disbursement of installments directly to the Builder.

**WHEREAS** the Bank has agreed to release the loan amounts as aforesaid provided the Builder and the Borrower comply with the conditions put forth by the Bank and both the builder and the Borrower have agreed for the same.

**NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:**

1. The Builder guarantees that the construction/development of the schedule mentioned premises will be completed as per the terms and conditions contained in the Agreement of sale dated 04/08/2012 executed in favour of the borrower, and the possession of the Flat allotted to the Borrower shall be delivered to the Borrower by \_\_\_\_\_ as stated in the Agreement of sale dated

For SDS INF ..... PVT LTD  
*Shailf*  
Director/authorised Signatory

*Shivani Shoke*

04/08/2012. The Builder also guarantees that the proper conveyance will be executed in favour of the Borrower, upon receipt of the full consideration.

2. The Builder and the Borrower have not created any encumbrance over the flat allotted to the Borrower, and affirm that all sanctions and permits from the relevant authorities have been obtained for development and construction of the schedule mentioned premises.
3. The Borrower and the Builder undertake that they will not create any Further encumbrance on the Flat allotted to the Borrower and the proportionate undivided share in the schedule mentioned premises sold to the Borrower. The Builder shall not allot the Flat No J-303 allotted to the Borrower to any other person.
4. The Builder shall deliver possession of the flat to the Borrower only after obtaining "No Objection Certificate" to that effect from the Bank. The date of registration of the sale deed in favour of the Borrower shall be informed to the Bank by the Builder to enable the Bank to take physical custody of the registered deed.
5. All documents like possession certificate in favour of the borrower, copy of the occupancy certificate issued by Corporation, latest maintenance bill or any other document/letter executed by borrower which has relation to the title, possession, sale consideration etc. of the borrower over the flat agreed to be sold to the borrower shall be directly delivered to the Bank by the Builder directly which shall form part and parcel of the deposit of title deeds made by the Borrower as security by way of mortgage in favour of the Bank.
6. The Bank shall have the sole discretion to make disbursement(s) and / or Interim disbursements(s) to the Borrower from out of the Loans, at such time, on such conditions and in such manner as the Bank may decide.
7. The Builder shall keep the Bank updated about the status of progress of the construction as and when required by the Bank.
8. The Builder shall maintain a separate account for the Borrower, wherein the amounts disbursed by the bank shall be credited and all costs towards the construction and amounts due to the Builder from the Borrower shall be debited. The Builder shall maintain record of loan disbursement made by the Bank directly to it, and shall render

SDS INFRA TECH PVT. LTD.

*[Handwritten Signature]*

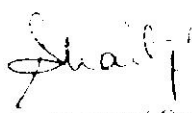
Director/Authorised Signatory

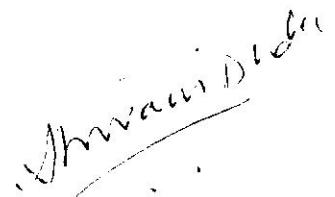
*[Handwritten Signature]*  
Authorised Signatory

detail of the same along with such statements as may be required to the Bank as and when called for.

9. In the event of the project costs being increased for any reason whatsoever, only the Borrower is liable to pay such increased costs to the Builder. The Bank shall disburse only to the extent of the loan sanctioned. However, if any refunds have to be made by the Builder to the Borrower due to reduction in costs, then the Builder shall make such refunds directly to the Bank under intimation to the Borrower, and the Bank shall accordingly credit such amount of refund to the Borrower's loan account.
10. In the event of the Bank recalling the loans and the amounts disbursed therein for any reasons whatsoever, the Builder shall remit back to the Bank all amounts standing to the credit of the Borrower. In the event of the Builder canceling the allotment in favour of the Borrower, upon the Bank recalling the advance, the Builder shall refund to the bank all amounts disbursed by the bank till date of such recall along with interest as applicable and only thereafter shall have the liberty to allot the Flat to any other party.
11. In the event of Builder canceling the allotment of the Flat made in favour of the Borrower for any reason whatsoever, the Builder shall refund to the Bank all amounts received from the Bank till date of such cancellation along with interest as applicable, and thereafter allot the said Flat to any other party.
12. The Builder agrees that the Bank shall have first charge over the Flat allotted to the Borrower for the amounts due to it even through the Builder may subsequently allot the same to another party after the receipt of the recall notice or cancellation notice as the case may be.
13. The Builder shall keep the Bank indemnified at all times against all losses, costs and expenses that the Bank may incur in the event of the Builder not completing the development and construction of the schedule mentioned property within the time specified or abandoning the Project altogether. The Builder guarantees that in case of such event occurring, the Builder shall be liable along with the Borrower to the Bank for the loan availed by the Borrower along with interest thereon. The Builder also undertakes to indemnify the Bank against all

PL 0103 04

  
Director/Authorised Signatory

  
Shivani Datta



losses and costs incurred by the Bank due to the failure on part of the Builder to adhere to the covenants stated herein.

14. The Builder consents to put through equitable mortgage by way of deposit of title deeds by the Borrower of the flat more fully described in the Agreement of sale dated 04/08/2012 agreed to be sold to the Borrower.
15. It is further agreed that, the word "Loan" mentioned above includes interest, penal interest and all other sums payable by the borrower to the Bank as per the terms and conditions of Sanction Advice and Loan Agreement entered between the Bank and the Borrower.

**Notwithstanding anything contained hereinabove**

In the event of completion of the construction and delivery of possession of the flat agreed to be purchased by the Borrower as per the terms and conditions contained in the Agreement of sale dated 04/08/2012 the Builder shall be relieved from all obligations under this Agreement.

The terms and conditions and obligations of the borrower contained herein are in addition and not in derogation of the terms and conditions contained in other security documents / documents executed by the Borrower in favour of the Bank.

#### SCHEDULE

(Please incorporate the details of residential site proposed for development and construction of building on flat ownership basis by the builder)

In witness whereof the parties have set out their respective hand on the day, month and year herein above mentioned.

*Ahmani Dhake*  
BORROWER

*Shailf*

BUILDER



BANK

**citibank**

Citibank.N.A. Delhi  
IFSC: CITI0000002

Annexure - II

Date 07/12/2013

or bearer

Pay Pradeep Kumar

Rupees: Five Lakh Only

₹ 5,00,000/-

A/c No 5277638225

SHIVANI DHAKA

*Shivani Dhoke*

Payable at Par at all Citibank branches in India  
GCB/SA **Suvidha**

Please sign above the line

⑈ 173598⑈ 110037002⑈ 762383⑈ 31

**citibank**

Citibank.N.A. Delhi  
IFSC: CITI0000002

Annexure - III

Date 07/12/2013

or bearer

Pay Pradeep Kumar

Rupees Four Lakh Sixty One Thousand One Hundred and Ninety Five Only

₹ 4,61,195/-

A/c No 5277638225

SHIVANI DHAKA

*Shivani Dhoke*

Payable at Par at all Citibank branches in India  
GCB/SA **Suvidha**

Please sign above the line

⑈ 173597⑈ 110037002⑈ 762383⑈ 31

18419079

NDD569798

07-12-2013

SECTOR 49 NOIDA

\*\*\*\*\* No. Over INR. 9,98,805.00 \*\*\*\*\*Key:W80870517

PRADEEP KUMAR

18419079 Ninety Eight Thousand Eight Hundred Five only

\*\*\*\*\*9,98,805.00

NEW DELHI - SERVICE BRANCH

(547298) Valid for 3 months only from the date of issue

⑈ 19079⑈ 000076000⑈ 000018⑈ 2



Annexure - S

18419078      NDD569798      07-12-2013

SECTOR 49 NOIDA

\*\*\*\*\* Not Over INR. 23,15,838.00 \*\*\*\*\*Key: CDP602129

SDS INFRA (PVT) LTD

**N**

₹ Rs.

Twenty Three Lakh Fifteen Thousand  
Eight Hundred Thirty Eight only

\*\*\*\*\*23,15,838.00\*\*\*\*\*  
For deposit For Inform Bank of India

BO No: 18419078

NEW DELHI - SERVICE BRANCH  
(547298) Valid for 3 months only from date of issue

*[Signature]*

⑈129078⑈ 000026000⑈ 000018⑈ 12

EM/PPH

**X**

**X**



SDS Infratech Pvt. Ltd.

CIN NO U74120DL2008PTC174176  
Admin Off. 407, Krishna Apra Plaza  
Sec-18, Noida-201301  
Ph.No.0120-4275150

RECEIPT

NRI Residency, Greater Noida

Date: 25-May-2015  
Time: 2:35 pm

Receipt No: REC8023  
Dated: 25-May-2015  
Received From: Mrs. Shivani Dhaka (J-303)  
Address: 33, FF, LILAC-II, Sector-49, Sohna Road,  
Gurgaon  
Haryana India

*Ammedure-7*

Amount: Rs. 475,936.00  
Amount in words: Rupees Four Lakhs Seventy-Five Thousand Nine Hundred Thirty-Six Only

Property Details: NRI Residency, Greater Noida, GH01, Omega-II, Greater Noida, U.P. (S.Tax No: AALCS9533NSD001)  
Block: Tower-J Floor: Third Floor Unit No: J-303 Area: 2,125.00 sq. ft(Super Area)

Co Applicant(s):

Instruments Encashable

S. No.	Instrument No	Dated	Drawn On	Amount
1	692277 / Demand Draft	25-May-2015	UNION BANK OF INDIA Noida	475,936.00
Total:				475,936.00

Account Head	Event Name	Base Amount	Tax Amount	Amount
Flat Value	On Completion of internal Plaster & Flooring wi	237,929.00	7,352.00	245,281.00
Flat Value	On Completion of external Plaster & Joinery of	223,740.00	6,915.00	230,655.00
Total:				475,936.00

For SDS Infratech Pvt. Ltd.



Note:

- The Receipt is subject to the realization of Cheque/DD
- This is merely an acknowledgement of the above document (the cheque / draft / pay order) based on the information furnished by you and this does not entitle you to claim allotment/ownership/title to the proposed unit
- Interest will be charged @18% p.a. on all delayed payments.