

I/c Joint Registrar (J) (Budget)

May kindly see the online application of Sri Rakesh Kumar-VII, presently posted as Additional District Judge, Ghazipur regarding information about purchase of residential Plot No. A-631, 300 Sq.Mtr., Surajpur Residential Housing Society, Site C, Greater Noida, Gautam Budh Nagar from UPSIDA, Greater Noida through registered sale deed dated 06.05.2022, intimated through letter dated 29.06.2022 and subsequent details dated 10.03.2023.

In his application, Sri Rakesh Kumar has stated that he has purchased a residential Plot No. A-631, 300 Sq.Mtr., Surajpur Residential Housing Society, Site C, Greater Noida, Gautam Budh Nagar from UPSIDA (Uttar Pradesh State Industrial Development Corporation Ltd.), Greater Noida. Earlier, the plot was allotted to one Mr. Ajai Vir. The officer has also submitted that he has purchased the plot on lease basis through UPSIDA as a second allottee. It's first allottee was interested in surrendering the allotment which came to his knowledge through UPSIDA. He contacted with UPSIDA and first allottee. An agreement was executed between him and first allottee through which rupees 42 lac was agreed as full consideration money. He approached ICICI bank for loan. After complete enquiry the bank agreed to sanction Rs 34 lac as loan. At the time of agreement, a cheque of Rs 5 lac from his account was given to the first allottee. Then the first allottee produced an undertaking to UPSIDA that he has no objection to the aforesaid transfer. The UPSIDA granted permission to the first allottee to transfer the plot vide Ref. No. 37/SIDA/ RMS/SRJ dated 02.04.2022 (copy enclosed). He also enclosed the copy of the abovesaid agreement. He has also submitted pointwise details of the proposed transaction, as required under the provisions of this Court's Circular Letter No. 25/ Admin (A) dated 13.07.1998 regarding information about the purchase of the plot.

The information regarding the transaction of the plot, as required under Court's Circular Letter No. 25/ Admin (A) dated 13.07.1998 as furnished by the officer is given below: -

1.	Date of joining service	01.05.2009
2.	Present Gross Salary Take home Salary	Rs. 1,92,502/- Rs. 1,43,023/-
3.	Details of purchases (Movable property exceeding to value of Rs. 10,000/-and immovable property) made by the officer earlier.	None
4.	Details of Advance or Loan taken from the High Court.	Nil
5.	Details of loan taken from Bank etc.	Loan of Rs.34,00,000/- taken from ICICI Bank, repayable in 180 EMIs of Rs.30,371/- (Copy of sanction letter is at page 4 onwards in attachment named 'Loan Documents).
6.	Details regarding purchase of second hand car. N.A.	N.A.
7.	(a) Details of the property purchased (b) Cost price	Residential Plot No. A-631, 300 Sq.Mtr., Surajpur Residential Housing Society, Site C, Greater Noida, Gautam Budh Nagar from UPSIDA (Uttar Pradesh State Industrial Development Corporation), Greater Noida through registered sale deed dated 06.05.2022. (Copy of lease deed may be seen in attachment named 'Deed copy). Rs. 42,00,000/-
8.	Name and address of the seller(s).	UPSIDA (Uttar Pradesh State Industrial Development Corporation Ltd.), Greater Noida, Gautam Budh Nagar

9..	Status of the Seller /Dealer	Government Authority
10.	Whether the seller is related to the officer in any manner and whether any case against him is pending/decided by the officer.	No
11.	Details of source of amount	1. Loan of Rs.34,00,000/- taken from ICICI Bank, repayable in 180 EMIs of Rs.30,371/-. 2. Rest of the price and stamp etc. were paid/ transfer from my his account through cheque from his salary account SBI A/c no.32293852667 (Copy of bank statement is annexed as attachment)

The officer has also clarified the amount of Rs. 9,73,500/- mentioned in lease deed and other dues were paid to UPSIDA by first allottee. In the registered deed, UPSIDA clearly mentioned in para number 6 that the lessee is fully aware that the aforesaid plot had earlier been given by the lessor to Sri. Ajay Vir(first allottee) through the lease deed dated 04.09.2010 but that lease has been surrendered and forfeited by the lessor and thereafter, fresh lease deed has been executed by UPSIDA directly in his name.

In this connection, it is submitted that the relevant Rule- 24 (1) of U.P. Government Servant's conduct Rule-1956, applicable in this matter speaks as follows:

"No Government servant shall, except with the previous knowledge of the appropriate authority acquire or dispose of any immovable property by lease, mortgage, purchase, sale, gift or otherwise, either in his own name or in the name of any member of his family;

Provided that any such transaction conducted otherwise than through a regular & reputed dealer shall require the previous sanction of the appropriate authority."

Under the facts & details mentioned above and as the officer has purchased the plot from a regular & reputed dealer/Government body, if approved, the matter may kindly be laid before Hon'ble Mr. Justice Dinesh Kumar Singh, Administrative Judge, Ghazipur, also nominated for "Disposal of the matters of the Judicial Officers wherein permission/information for sale or purchase of movable/immovable property and permission/information to accept gift under U.P. Government Servant's Conduct Rules, 1956", for the district Ghazipur, for His Lordship's kind perusal and information under Rule 24 (1) of U.P. Government Servant's Conduct Rules, 1956?

Munmun Narang, S.O.

Meetu Verma, A.R.

25.04.2023

Hon'ble Mr. Justice Dinesh Kumar Singh,

Administrative Judge, Ghazipur

Submitted for kind perusal & orders?

I/C Joint Registrar(Judicial)(Budget)