

Request-98

To,  
The District Judge  
Deoria.

22 No. 12911 IV-3813/Admin(A)/Dated 28-8-2012  
Sub: Information regarding purchase of new Xyle E4 car by Smt.  
Lovely Raiwal, Additional Civil Judge (P.D.), Deoria.

Sir,  
With reference to your order no. 1334/XV dated 12.07.12  
on the above subject, I have to say that Smt. Lovely  
Raiwal may kindly be asked to furnish the following informat-  
ions, so that further necessary action may be taken in the  
matter -

- a). Her Pake home salary.
- b). Details of her earlier purchases as per point 3 of Court's  
C.L. 25/Admin(A)/dated 13.07.1998.
- c). Complete or self attested copy of her passbook of S.B. A/c no  
30126075017, S.B.I., Deoria, indicating the particular  
entry/entries of payment(s) made against the purchase of  
the car, as well as to disclose the source of money  
deposited/credited to her account, in case any such credit  
exceeds the amount of her one month's salary.

D.R. (H)

May issued

16/08/12

Dr. Raiwal

16.08.12

Dr. Raiwal

16.08.12

16-8-12  
A.R.

Yours Faithfully  
Maharaj  
17.8.12  
Deputy Registrar

Sarital  
21-7-12  
Encl-5

23 7 12

11552

38/3

प्रेषक

प्राप्त

लवली जायसवाल  
अपर सिविल जज (जू0डि0) कक्ष सं0 23  
देवरिया।

21  
25/7/12

Request-98

व्यक्तिगत पहचान संख्या-1783

सेवा में

आदरणीय निबन्धक महोदय  
माननीय उच्च न्यायालय, इलाहाबाद

द्वारा

आदरणीय जनपद न्यायाधीश,  
देवरिया।

Seen by Hon'ble Justice  
Sanjay Mishra on 06/12/12

पत्रांक संख्या

दिनांक

विषय-

वाहन महिन्द्रा **xylo E4** कय किये जाने की  
सूचना के सम्बन्ध में।

महोदय

उपरोक्त विषयक के सम्बन्ध में माननीय उच्च न्यायालय  
इलाहाबाद द्वारा निर्गत परिपत्र दिनांकित 13.07.1998 के अनुसरण में  
निम्नलिखित विवरण सादर प्रस्तुत है:-

1-मैंने दिनांक 23.12.2009 को उ0 प्र0 न्यायिक सेवा में अपर सिविल जज  
(जू.डि.) का पदभार ग्रहण किया था।

2-वर्तमान में मेरा सम्पूर्ण वेतन मु0 46716/-रु0 है इसमें से मु0 200/-रु0  
जी.आई.एस. तथा 1000/- रुपये आयकर कुल 1200/-रुपये की कटौती  
होती है इसके अतिरिक्त कोई अन्य कटौती नहीं होती है।

3-मैंने वाहन महिन्द्रा **xylo E4** कार जिसका पंजीकरण संख्या  
U.P. 52 W 6623 है दिनांक 15.06.2012 को दीप आटोमोबाईल्स पिपरा  
चन्द्रभान देवरिया से मु0 859363/- रु0 में कय किया है।

4-मैंने माननीय उच्च न्यायालय से इस हेतु कोई अग्रिम धनराशि/श्रृण नहीं  
लिया है।

5-मैंने उक्त वाहन को कय किये जाने हेतु भारतीय स्टेट बैंक मुख्य शाखा  
देवरिया से मु. 700000/- रुपये श्रृण लिया है जिसकी 15406/- रुपये  
प्रतिमाह की किस्त पांच वर्ष के लिये निर्धारित की गयी है। शेष धनराशि मु.  
159363/- रुपये का भुगतान अपने बचत खाता संख्या 30126075017  
भारतीय स्टेट बैंक मुख्य शाखा देवरिया से किया है।

6-उक्त वाहन नवीन कय किया गया है।

7-यह विन्दु अचल सम्पत्ति से सम्बन्धित है अतः प्रश्नगत के सम्बन्ध में लागू  
नहीं होता है।

Swi Avani  
16/8/12

lipal

06/2/12  
SoAdm H/A

D.R.(M)  
20-7-12

5  
J.R.M.  
12/7/12

20 JUL 2012

8-विकेता का नाम दीप आटोमोबाइल्स आजमगढ़ है और उनकी शाखा देवरिया में है।

9-विकेता नियमित एवं ख्यातिलब्ध है।

10-मेरा कोई सम्बन्ध विकेता से नहीं है इसके अलावा विकेता का कोई मामला मेरे न्यायालय में न तो लम्बित है, और न कभी लम्बित रहा है।

11-मेरे वाहन महिन्द्रा xylo E4 कार का पंजीकरण संख्या U.P. 52 W 6623 है जो दिनांक 29.06.2012 को पंजीकृत हुआ है।

अतः यथा अपेक्षित माननीय उच्च न्यायालय के परिपत्र संख्या 25/एडमिन/ए दिनांकित 13.07.1998 के अनुसरण में उपरोक्त विवरण माननीय उच्च न्यायालय के समक्ष सादर प्रेषित किया जा रहा है। श्रीमान जी से विनम्र निवेदन है कि सहानुभूति पूर्वक विचार करने की कृपा करे। महती कृपा होगी।

**नोट-** मेरे पति श्री इन्द्र जीत सिंह वर्तमान में जनपद देवरिया में ही अपर सिविल जज (जू0डि0) के पद पर कार्यरत हैं और उनका वेतन भी प्रतिमाह मु0 46716/-रु0 है जिससे मुझे 15406/- रुपये प्रतिमाह का भुगतान करने के बाद भी अपना खर्च चलाने में कोई कठिनाई नहीं होती है।

**संलग्नक-**

- 1-विकेता पत्र व अन्य प्रपत्र।
- 2-वाहन का पंजीयन प्रमाण पत्र।
- 3-अरेन्जमेन्ट लेटर द्वारा SBI देवरिया।

दिनांक- 07.07.2012

भवदीया

*Lowly Jaiswal*  
07/07/12  
(लवली जयसवाल)

अपर सिविल जज (जू0डि0) कक्ष सं0 23  
देवरिया

जनपद देवरिया न्यायाधीश देवरिया  
1334/12 दिनांक 12-7-12 देवरिया

अपेक्षित

जनपद देवरिया

देवरिया

07-07-12

DEEP AUTOMOBILES

105  
STATION ROAD, HARBANSPUR  
AZAMGARH

TIN.NO. 09685102495

Mo. 9838506848

Revised-98

INVOICE

INV. No.: DA/0600/12-13

DATED : 15/06/12

Name :SMT. LOVELY JAISAWAL W/O SRI. INDRAJEET SINGH  
R/O B2 OFFICERS COLONY  
SADAR, DEORIA 9415341967

Hire Purchase/Lease/Hypo by: BBI DEORIA

QTY.	DESCRIPTION	AMOUNT (Rs.)
1	MAHINDRA XYLO E4 CRD 7STR BSIII M R PVT.LTD	750335.37

Serial No. : MA1YA2BVNC2B27212  
Engine No. : BVC4B36107  
Chassis No. : MA1YA2BVNC2B27212

U.P.T.T. : 9.50% 108827.63

Total (Rs.) 859363.00

Colour : WHITE  
Key No. : 2432  
Coupon Book No. : 99177

GRAND TOTAL (Rs.) : 859363.00

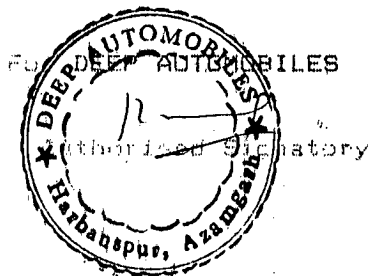
Rs. Eight lac Fifty nine thousand Three hundred Sixty three Only.

E. & O.E

Note :

1. Goods once sold shall not be taken back
  2. All disputes are subject to jurisdiction of AZAMGARH district only
- Received the vehicle with above mentioned items in good condition and order.  
Also received all documents as mentioned above.

Signature of the Customer



TRANSPORT DEPARTMENT UTTAR PRADESH

परिवहन विभाग उत्तर प्रदेश

FORM 23 (SEE CMV RULE 48) प्रपत्र-२३ (के.सी.वा. नियमावली नियम ४८)

FORM OF CERTIFICATE OF REGISTRATION INDIA पंजीकरण प्रमाण पत्र की फार्म भारत

UTTAR PRADESH TRANSPORT DEPARTMENT, ARTO, DEORIA

**Registration Number** (पंजीकरण संख्या) **UP52W-6623**

**Owner's Name & Address** (वाहन स्वामी का नाम एवं पता) **SMT LOVELY JAISWAL**  
**Scavind/Dealer of** **W/O SRI INDRA JEET SINGH**  
**Full Address:** **RO 82 OFFICERS COLONY**  
**(Registration)** **SADAR KOTWALI**  
**DEORIA -**

**Full Address:** **RO 82 OFFICERS COLONY**  
**(Current)** **SADAR KOTWALI**  
**DEORIA**

**Dealer's Name & Address** (विक्रेता का नाम) **OTHER**  
**NOT AVAILABLE**  
**NOT AVAILABLE**

**Vehicle Class** (श्रेणी) **L.M.V.(JEEP/GYPSY)**

**Chassis Number** (चेसिस संख्या) **MA1YA2BVNCB2121**

**Engine Number** (इंजन संख्या) **BVC4B36107**

**Type of Body** (बाडी का प्रकार) **SALOON**

**Maker's Name** (निर्माता का नाम) **XYLOM EAGLE CRPE/BSIII**

**HP/Lease Agreement with** (हाइपरफिकेट/लीज) **MAHINDRA AND MAHINDRA LTD**

**SBI**  
**DEORIA**  
**DEORIA**

**15-Jun-2012**

**Description and Size of Tyres** (टायरों का विवरण एवं आकार)

(a) **Front Axle** (फ्रंट एक्सल)

(b) **Rear Axle** (रियर एक्सल)

(c) **Any other Axle** (अन्य कोई एक्सल)

(d) **Tandem Axle** (टैंडम एक्सल)

**Vehicle Registered Against TEMPORARY REGISTERED VEHICLE**

Entered By: ADALAT 04-JUN-2012

**S.No. RC- H0615688**

Specimen Signature of the Owner **Lovely Jaiswal**

Specimen Signature of Financier

Signature of Registration Authority

**Registration Date** (पंजी. तिथि) **29-Jun-2012**

**Owner's Serial** (वाहन स्वामी क्रमांक)

**Manufacturing Year** (निर्माण का वर्ष) **2012**

**No. of Cylinders** (सिलिंडर की संख्या) **4**

**Unladen Weight** (खाली भार) **1660 kgs.**

**Laden Weight** (भरा हुआ भार) **2475 kgs.**

**Seating Capacity** (सीट क्षमता) **7 (including driver)**

**Colour** (रंग) **WHITE**

**Horse Power** (असल शक्ति) **2498 CC**

**Fuel Used** (धुन) **DIESEL**

**Tax paid upto** (कर, मुआमला) **Life Time**

**Ex Rate** (कर दर) **Life Time (RT-Rs. 601568)**

**Fin Pass Valid upto** (पंजीयन की वैधता) **28-Jun-2027**

**Wheel Base** (व्हील बेस) **2650**

**Registered Axle Weight** (पंजीकृत एक्सल भार)

(a) **Front Axle** (फ्रंट एक्सल)

(b) **Rear Axle** (रियर एक्सल)

(c) **Any other Axle** (अन्य कोई एक्सल)

(d) **Tandem Axle** (टैंडम एक्सल)

**Vehicle Case**



**Arrangement Letter  
(For financing 4 wheelers)**

To,  
MS LOVELY JAISWAL  
VI. AHSAPUR PO. SARNATH

VARANASI

*Requst-98*

Ref No:

Date 14.06.2012

Dear Sir/Madam,

**Personal Segment Advances**

**LOAN FOR PURCHASE OF NEW CAR**

**TERM LOAN OF RS.700000/- (RUPEE SEVEN LAC ONLY)**

With reference to your application dated 13.06.2012, we hereby sanction you a Term Loan of Rs 700000/- (Rupees Seven Lac Only) on the following terms and conditions:

**1. Purpose:**

The loan is sanctioned to you for the purpose of PURCHASE OF NEW CAR, (MAHINDRA & MAHINDRA-XYLO E4 WITH ABS)

**2. Margin:** 18.73% i.e Rs.161363/- (Rupee One Lac Sixty One Thousand Three Hundred Sixty Three Only)

**3. Rate of Interest**

**FIXED RATE OF INTEREST**

NOT APPLICABLE

Interest on the amount of loan will be applied at the rate of \_\_\_\_\_ % p.a. at monthly rests, calculated on the highest monthly balance. Further, in the event of major volatility in interest rate or the fixed rate falling below the Base Rate stipulated by the Bank from time to time or for any other reason, whatsoever during the period of this agreement, the Bank may at its sole discretion alter the rate of interest suitably. Bank shall be the sole judge to determine whether such conditions exist or not. In the event of a default in payment or any irregularity in the account, the Bank reserves the right to levy a higher rate of interest, as it deems fit.

**FLOATING RATE OF INTEREST**

APPLICABLE

Interest on the amount of loan will be applied at the rate of -988.75% margin above the Base Rate which is presently 1000% p.a. and thus the present effective rate of interest being 11.25% p.a. calculated on daily balance of the loan amount at monthly rests, provided that the Bank shall at any time, and from time to time be entitled to vary the Margin and the Base Rate at its discretion. Depending on variation of Base Rate and Margin, the effective rate of interest shall vary periodically and the borrower shall be liable to pay the effective rate of interest.

*Lovely Jaiswal*

NOT APPLICABLE

**FIXED AND FLOATING RATE (SPECIAL INTEREST RATE)**

Interest on the loan amount will be charged at \_\_\_\_\_% p.a. (Fixed) for the first year and \_\_\_\_\_% p.a. for the second and third year at monthly rests, calculated on the monthly highest balance. In the event of major volatility in interest rate or the fixed rate falling below the Base Rate stipulated by the Bank from time to time or for any other reason whatsoever during the period of this agreement, the Bank may at its sole discretion alter the rate of interest suitably. Bank shall be the sole judge to determine whether such conditions exist or not. At the end of 3rd year, the borrower(s) shall be liable to pay floating rate of interest comprising of Base Rate then prevailing (as may be determined by the Bank) and Margin of \_\_\_\_\_% calculated on daily balance of the loan amount at monthly rests. Provided that the Bank shall at any time, and from time to time be entitled to vary the margin and the base rate at its discretion. Depending on variation of Base Rate and Margin, the effective rate of interest shall vary periodically and the borrower shall be liable to pay the effective rate of interest.

Repayment - 28

You shall be deemed to have notice of changes in the rate of interest when the changes are notified at/displayed at the branch or published in a newspaper or in the website of the Bank or made through entry in the passbook or the statement of account or by debit to the loan account, etc. and you are liable to pay such revised rate of interest. The Bank has option to reduce or increase the EMI or extend the repayment period consequent upon changes in interest rate.

Without prejudice to the Bank's other rights and remedies, the Bank shall be entitled to charge at its own discretion such enhanced rate of interest on the loan account(s) either on the entire outstandings or on a portion thereof as it may fix for any default or irregularity on the part of the borrower(s) which in the opinion of the Bank warrants charging of such enhanced rates of interest for such period as the Bank may deem fit.

**4. Repayment :**

The loan is to be repaid in Equated Monthly Instalments of Rs 15406/- each till the entire loan with the interest is fully repaid. The first instalment commences from the month following the month of purchase of above said article(s)/vehicle. Wherever repayment is through post-dated cheques, the cheques should be dated prior to the

**5. Prepayment Charges:**

The Bank reserves the right to levy prepayment charges of 2% of the amount prepaid in excess of normal EMI dues if:

- I. the loan is taken over by any other bank/ financial institution. Or
- II. the loan is repaid before expiry of half of the agreed repayment period Or
- III. partial repayment is being made in the first year.

**6. Security :**

The loan will be secured by:

- a) Hypothecation of the aforesaid two wheeler/car purchased out of the loan amount in favour of the Bank. Noting of Bank's hypothecation charge in the Books of the RTO and the Registration Book will be essential in respect of finance for two / four wheeler vehicles. You will also be required to furnish a copy of the Registration Book for Bank's record after recording Bank's hypothecation charge therein by this RTO.
- b) Third party guarantee of the spouse.\*
- c) Third party guarantee of MS \*
- d) Pledge of securities listed hereunder.....\*

**7. Insurance:**

The vehicles shall be kept comprehensively insured by you in your name for the market value or at least 10% above the loan amount outstanding, whichever is higher. Bank's hypothecation charge is to be noted on the insurance policy and a copy of the policy is to be delivered to the Bank.

**8. Inspection (for vehicles):**

The Bank reserves its rights to inspect the vehicle and registration documents at regular intervals.

*Lovely Jainwal*

9. Legal expenses, etc. :

All expenses like valuer's fees, insurance premia, stamp duty, registration charges and other incidental expenses incurred in connection with the loan are to be borne by you

Request - 48

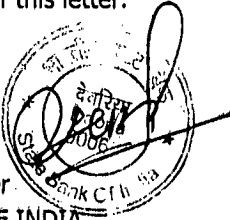
10. Processing charges:

Processing charges @ 50% of loan amount i.e Rs35000/- (Rupees Three ~~Five~~ ~~Thousand~~ ~~Only~~) are payable immediately. ~~10000 Five thousand.~~

11. Disbursement:

The loan amount will be disbursed by means of an account payee Banker's cheque/demand draft in the name of the supplier/dealer after execution of prescribed security documents. Please call on us on any working day to execute the documents. The loan is also subject to other terms and conditions as mentioned in the documents(s) executed/to be executed in connection with the loan and as may be prescribed by the Bank from time to time. The duplicate copy of this arrangement letter may please be returned to us duly signed by you and guarantor(s) in token of acceptance of the terms and conditions detailed herein within a period of 45 days from the date of this letter.

Yours faithfully,



Branch Manager

STATE BANK OF INDIA

DEORIA BRANCH

(\* Delete whichever not applicable)

Received the original.

Terms and conditions accepted

SIGNATURE

1st Applicant

NAME : LOVELY JAISWAL

PLACE : SBI DEORIA

DATE : 14.06.2012

*Lovely Jaiswal*