

Request - 98

From,

**S.S. Gautam,**  
Deputy Registrar,  
High Court of Judicature at  
Allahabad.

To,

**The District Judge,**  
Pratapgarh.

8

No. 8851 / IV- 4016/ Admin (A) / Dated 04.7.15

Subject:- Information regarding purchase of new Maruti Swift Dzire car by Sri Shiva Nand Gupta, Additional Civil Judge (Junior Division), Pratapgarh.

Sir,

With reference to your endt. no. 569/I-2013 dated 10.04.2015 on the above subject, I have to say that Sri Shiva Nand Gupta, Additional Civil Judge (Junior Division), Pratapgarh may kindly be asked to furnish following details/ informations/papers for taking further necessary action in the matter:-

1. Copy of 'Sale Invoice' of the purchased car.
2. Complete & attested copy of passbook of his S.B. A/c by indicating the particular entry/entries of payment made against the purchase of car and by disclosing the source of money deposited/credited to his account, in case any such credit exceeds the amount of his one month's salary.
3. To submit information about the assets declared by him at the time of entry in service and subsequent addition and alterations, showing value, date of purchase etc.

He may also submit details of available funds with him by disclosing actual receipt in last ten years by him and of his dependent family members and annual expenses on all account, deductions, savings, investment etc., which would include educational expenses on the dependent children. The details, so required, may be furnished in the form of detailed chart for the preceding ten years' on the proforma attached herewith.

Encl: As above

Yours faithfully

*[Signature]*  
16/6/15

Deputy Registrar

9

No. 8852 / IV- 4016/ Admin (A) / Dated 04.7.15

Copy forwarded for information & necessary action to Sri Shiva Nand Gupta, Additional Civil Judge (Junior Division), Pratapgarh.

*[Signature]*  
16/6/15

Deputy Registrar

*D.R. (W)*  
*As per direction*  
*of Hon'ble Judge*  
*his draft letter*  
*has been prepared*  
*May issue?*  
*M*  
*15/06/15*

23/4/15  
15625.5.15  
Total 7 pages

8.5.15

प्रेषक,

शिवानन्द गुप्ता,  
अपर सिविल जज (जू०डि०),  
कक्ष संख्या-२२, प्रतापगढ़।

सेवा में,

महानिबन्धक,  
माननीय उच्च न्यायालय,  
इलाहाबाद।

द्वारा,

माननीय जनपद न्यायाधीश,  
प्रतापगढ़।

विषय: कार क्रय किये जाने के सम्बन्ध में-

महोदय,

माननीय उच्च न्यायालय इलाहाबाद के सी०एल० नं० २५-एडमिन (ए) दिनांकित १३ जुलाई १९९८ के परिप्रेक्ष्य में सादर अवगत कराना है कि मैंने दिनांक २१-१०-२०१४ को जनपद लखनऊ के अधिकृत मारुति डीलर आनन्द मोटर्स प्रा० लि० से वाहन संख्या यू०पी० ३२ एफ डब्लू २४५४ स्विफ्ट डिजायर जेड एक्स आई पेट्रोल क्रय किया है।

उपरोक्त सर्कुलर के परिप्रेक्ष्य में वांछित सूचनायें निम्नवत हैं -

१- न्यायिक सेवा में आने की तिथि- ०३-०७-२०१३

२-(अ) वर्तमान ग्रास सैलरी ५८३५० रु०

२-(ब) टेक होम सैलरी ५०६१० रु०

३- पूर्व में मेरे द्वारा कोई चल व अचल सम्पत्ति क्रय नहीं किया गया है।

४- माननीय उच्च न्यायालय से मेरे द्वारा कोई भी ऋण नहीं लिया गया है।

५- उरोक्त वाहन की कुल कीमत मु०- ७३७५३६ है। रु० ६२०००० का कार लोन भारतीय स्टेट बैंक शाखा हजरतगंज, लखनऊ से लिया गया है, जो कि सात वर्षों के लिये है जिसकी प्रतिमाह किस्त रु० १०४३८ दिया जाना है।

६- लागू नहीं है।

७- लागू नहीं है।

८- डीलर का पूर्ण पता- आनन्द मोटर्स एजेन्सीज लि०, एसआर २- ११ केएम फैजाबाद रोड,  
चिनहट, लखनऊ

९- आनन्द मोटर्स एजे० लि०।

1284  
S. S. SharmaD. R. (M)  
05-5-15Mrs. Munozun  
10-5-15

EK

१०- आनन्द मोटर्स एजे० लि० से मेरा व्यक्तिगत रूप से कोई सम्बन्ध नहीं है और न ही उक्त डीलर का कोई मुकदमा मेरे न्यायालय में लम्बित है और न ही मेरे द्वारा उक्त डीलर के किसी मुकदमें की कभी कोई सुनवाई की गयी है।

११- वाहन क्रय किये जाने के वास्ते कुल मु० ६२०००० रु० का लोन भारतीय स्टेट बैंक, शाखा- हजरतगंज, लखनऊ से लिया गया है, तथा शेष धनराशि मु० ११७५३६ रु० की अदायगी मेरे द्वारा अपने सैलरी अकाउण्ट से किया गया है।

तदनुसार सूचना सादर प्रेषित है।

दिनांक: ०९-०४-२०१५

भवदीय  
Shivnand Gupta

शिवानन्द गुप्ता,

अपर सिविल जज (जू०डि०),

कक्ष संख्या-२२, प्रतापगढ़।

सँलग्नक: १- ऋण व्यवस्थापन पत्र की छायाप्रति  
२- वाहन पंजीकरण प्रमाणपत्र की छायाप्रति

OFFICE OF THE DISTRICT JUDGE  
PRATAPGARH  
569/22-13ATE/0415  
FORWARDED

DISTRICT JUDGE  
PRATAPGARH

Request-98

**ARRANGEMENT LETTER**

(For financing cars)

State Bank of India  
HAZRATGANJ

To

1) Shri/Smt/Kum  
Mr.SHIVA NAND GUPTA S/O D/O W/O  
Mr.KEDAR NATH GUPTA  
E-III-635, SECTOR-J, ALIGANJ, LUCKNOW-  
226001

Reference No.

Date:

Dear Sir/Madam,

**Personal Segment Advances****Loan for purchase of Ezee(New )\*/ Advantage(New )\*/Used\*/Certified Pre Owned Car\*  
Term Loan/Overdraft of ₹ 6,20,000.00**

We are pleased to advise that on the basis of documents submitted by you and the information furnished by you in your application for Car Loan/overdraft dated **04/10/2014**, we have decided to sanction a Car Loan/overdraft limit of ₹ **6,20,000.00(Rupees Six Lakhs Twenty Thousand Only)** to you, as per the undernoted break-up -

(i) Car loan amount -	₹6,20,000.00
(ii) Funding of SBI Life Insurance Cover (Optional) -	₹.00
<b>Total -</b>	<b>₹6,20,000.00</b>

on the following terms and conditions.

**2. Purpose :**

The loan/Overdraft is sanctioned to you for the purpose of purchase of New\*/Used\*/Certified Pre Owned Car\*

(ii) Premium of SBI Life Insurance cover (Optional) - ₹.00

**3. Margin : 17.06%****4. Rate of Interest will be charged and applied at the rate mentioned below on daily outstanding debit balance in your account at monthly rests: -****FIXED RATE OF INTEREST**

Shiva Nand Gupta

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.

(To be deleted where floating rate of interest is applicable)

#### FLOATING RATE OF INTEREST

Interest on the loan amount will be applied at the rate of .45% margin above the Base Rate which is presently 10% p.a. and thus the present effective rate of interest being 10.45% 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. 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 the 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.

(To be deleted where fixed rate of interest is applicable)

#### 5. Repayment :

The loan is to be repaid by you strictly as per the undernoted schedule -

	Number of months	Amount (₹.)
Equated Monthly Installments (EMIs) at Base Rate + .45% margin from the date of disbursement	84	10,438.00

#### 6. Prepayment Charges: NIL

#### 7. Security :

The loan will be secured by:

a) Hypothecation of the aforesaid car purchased out of the loan/overdraft 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 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 the RTO.

b) Third party guarantee of the spouse. \*

c) Third Party Guarantee of \_\_\_\_\_ \*

d) Pledge of securities listed hereunder \_\_\_\_\_ \*

#### 8. Insurance:

The vehicles shall be kept comprehensively insured by you in your name for the market value or at least 10% above the loan/overdraft 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.

Shiv Narain Gupta

## 9. Inspection (for vehicles):

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

## 10. 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

## 11. Processing charges:

Processing charges of ₹ 0 ( Rupees Only) are payable immediately.

## 12. Disbursement:

The loan/overdraft amount will be disbursed by means direct to the account 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/overdraft 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.

## 13. Issue of cheque book etc.: (Applicable only for Car Loan Overdraft)

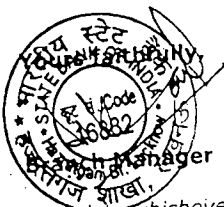
Cheque book will be issued and operation of the account on overdraft basis will be permitted only after final disbursement of the overdraft. Under no circumstances the drawings in the Overdraft account will be allowed to exceed the Drawing Power fixed in this regard.

The overdraft is also subject to other terms and conditions that may be prescribed by the Bank from time to time. Please call on us on any working day to execute the documents. The duplicate copy of this arrangement letter may please be returned to us duly signed by you and the guarantor(s) in token of acceptance of the terms and conditions detailed herein.

14. The Bank reserves the right to collect any tax if levied by the State/Central Government and/or other Authorities in respect of this transaction.

15. The Borrower shall provide an undertaking in the form required by the Bank that no consideration has been/shall be paid to the guarantor/s in respect of the guarantee to be executed in favour of the Bank for securing the facilities granted herein. \*\*

(\*\* Applicable in respect of advances which are secured by guarantee )



(\* Delete whichever not applicable)

Received the original.  
Terms and conditions accepted

*Shivachand Gupta*

Mr. SHIVA NAND GUPTA S/O D/O W/O Mr. KEDAR NATH GUPTA  
E-III-635, SECTOR-J, ALIGANJ, LUCKNOW-226001

(Borrower)

Date:

Terms and conditions accepted

Guarantor(s)

Date:

(Signature)

*Shirley Sandys*

(All pages of this Arrangement Letter are required to be stamped and initialled by the Bank. All pages of the copy returned by the borrower are required to be signed by borrower and is to be retained with the document.)

TRANSPORT DEPARTMENT UTTAR PRADESH

Request - 98

परिवहन विभाग उत्तर प्रदेश

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

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

REGIONAL TRANSPORT OFFICE, TRANSPORT NAGAR, LUCKNOW

Registration Number  
(पंजीकरण संख्या)  
Owner's Name & Address  
(वाहन स्वामी का नाम एवं पता)

UP32FW2454  
SHIVA NAND GUPTA  
S/O MR KEDAR NATH GUPTA  
E-III/635 SEC-J ALIGANJ  
LUCKNOW  
LUCKNOW - 226001

Son/Wife/daughter of: S/O MR KEDAR NATH GUPTA  
Full Address: (Permanent) E-III/635 SEC-J ALIGANJ  
LUCKNOW  
LUCKNOW - 226001  
Full Address: (Current) E III 635 SEC-J ALIGANJ  
LUCKNOW  
LUCKNOW - 226001

Dealer's Name & Address  
(विक्रेता का नाम)

ANAND MOTORS AGENCIES  
21, VIDHAN SABHA MARG  
LUCKNOW

Vehicle Class  
(श्रेणी)

L.M.V. (CAR)

Chassis Number  
(चेसिस संख्या)

MA3EJKD1S00625156

Engine Number  
(इंजन संख्या)

K12MN1473803

Type of Body  
(वाडी का प्रकार)

SALOON

Maker's Name  
(निर्माता का नाम)

SWIFT DZIRE ZXI  
MARUTI UDYOG LTD

HP / Lease Agreement with  
(हाइपोथेक/लोज समझौता किससे)

STATE BANK OF INDIA  
HAZRATGANJ, LUCKNOW  
LUCKNOW, 226001

03-Nov-2014

Description and Size of Tyres  
(दावरो का विवरण एवं आकार)

(a) Front Axle  
(फ्रन्ट एक्सल)

(b) Rear Axle  
(रियर एक्सल)

(c) Any other Axle  
(अन्य कोई एक्सल)

(d) Tandem Axle  
(टेन्डम एक्सल)

Vehicle Registered Against NEW VEHICLE Case  
Air Conditioner (A.C.) Fitted-Yes

Entered By: 10-Nov-2014

Registration Date  
(पंजी.तिथि)

07-Nov-2014

Owner's Serial  
(वाहन स्वामी क्रमांक)

1

Manufacturing Year  
(निर्माण का वर्ष)

09/2014

No. of Cylinders  
(सिलेन्डर की संख्या)

4

Unladen Weight  
(खाली भार)

1035 kgs

Laden Weight  
(भरा हुआ भार)

1450 kgs

Seating Capacity  
(सीट क्षमता)

5 (including driver)

Colour  
(रंग)

PMA WHITE

Horse Power  
(अश्व शक्ति)

85 HP / 1197 CC

Fuel Used  
(इंधन)

PETROL

Tax paid upto  
(कर भुगतान)

Life Time

Tax Rate  
(कर-दर)

Life Time (RI - RS. 51/99/-)

Fitness Valid upto  
(पंजीयन की वैधता)

04-Nov-2029

Wheel Base  
(व्हील बेस)

2390

Registered Axle Weight  
(पंजीकृत एक्सल भार)

(a) Front Axle  
(फ्रन्ट एक्सल)

(b) Rear Axle  
(रियर एक्सल)

(c) Any other Axle  
(अन्य कोई एक्सल)

(d) Tandem Axle  
(टेन्डम एक्सल)

Sr. No. RC.-S  
(क्र.सं.)

0228303

Specimen Signature of the Owner  
वाहन स्वामी के हस्ताक्षर

Specimen Signature of Financier  
वित्त पोषक के हस्ताक्षर

Signature of Registration Authority  
पंजीयन अधिकारी के हस्ताक्षर