

request-98

From,

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

To,

The District Judge,
Ballia.

No. 6773 / IV- 4042 / Admin (A) / Dated 07-05-2015

Subject:- Information regarding purchase of Maruti Swift Dzire car by Sri Manoj Kumar Rai, Additional District Judge, Ballia.

Sir,

With reference to your endt. no. 720A/I dated 19.03.2015 on the above subject, I have to say that Sri Manoj Kumar Rai, Additional District Judge, Ballia may kindly be asked to submit following information/papers, so that further necessary action may be taken in the matter:-

1. Complete & attested copy of passbook of his S.B. A/c for atleast last two preceding years as well as to indicate the source of money, by indicating the particular entry/entries of payment(s) made against purchase of car and by disclosing the source of money deposited/credited in case any such credit exceeds the amount of one month's salary.
2. 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, which would include educational expenses on the dependent children. This should be submitted along with supporting papers.

D.R.(M)
May issue?
K. Jaiswal
30.4.15
S.O.

Yours faithfully

K. Jaiswal
1.5.15

Deputy Registrar

No. 6774/IV- 4042/ Admin(A)/ Dated 07-05-2015

Copy forwarded for information & necessary action to Sri Manoj Kumar Rai, Additional District Judge, Ballia.

K. Jaiswal
1.5.15

Deputy Registrar

2.4.15
13/4 प्रेषक,

सेवा में,
4.4.15
Total (14) Pages

द्वारा,

मनोज कुमार राय,
अपर जनपद न्यायाधीश,
कोर्ट सं.5, बलिया।

महानिबन्धक,
माननीय उच्च न्यायालय,
इलाहाबाद।

श्रीमान् जनपद न्यायाधीश,
बलिया।

विषय: कार कय के सम्बन्ध में।

महोदय,

ससम्मान निवेदन है कि मैंने पंजाब नेशनल बैंक, अर्दली बाजार, वाराणसी से प्रदत्त ऋण के तहत एक कार स्विफ्ट डिजायर वी.एक्स.आई. दिनांक 06-2-2014 को कय किया है। इस खरीद के सम्बन्ध में माननीय उच्च न्यायालय के सर्कुलर लेटर नं०- 25/एडमिन (ए) दिनांक 13-07-1998 के आलोक में निम्न सूचनायें प्रेषित की जा रही हैं:-

क्रम सं०	बिन्दु	सूचनायें
1	सेवा में आने की तिथि ?	19-08-2013
2	वर्तमान कुल वेतन तथा वर्तमान में कटौती के उपरान्त वेतन ?	कुल वेतन- 1,13,855/- रुपये प्रतिमाह, कटौती के बाद वेतन-92,734/-रुपये प्रतिमाह।
3	10,000/- रुपये अधिक मूल्य के कुल उस चल सम्पत्ति का पूर्ण विवरण जिसे आज से पहले कय किया गया है, कय की तिथि मूल्य के साथ ?	1. एयरकंडिशनर कय दिनांक 26.4.2014 रु. 36000/- 2. रेफ्रिजरेटर 17.4.2014 रु. 20000/- 3. इवर्टर 30.8.2013 रु. 20000/- 4. टेलीविजन 21.3.2014 रु. 26000/- 5. वाशिंग मशीन 05.8.2014 रु. 26000/-

6.4.15 request-98
SSJ2
Reg. No. ...
File No. 27/4042 ...
Social ...

13/04/15
13/4/15
16-4-15

1020
SOA/Am 11/14

04/4/15

26
JRM

19 APR 2015

Mrs. Munmun
17.4.15

jm


4	क्या माननीय उच्च न्यायालय द्वारा प्रदत्त कोई ऋण लिया गया है, यदि हाँ तो ऋण की अदायगी कितनी किश्त है और कब तक पूर्ण होगी ?	माननीय उच्च न्यायालय द्वारा प्रदत्त कोई ऋण नहीं लिया गया है।
5	अगर बैंक से ऋण लिया गया है तो उसकी धनराशि, कटौती की अवधि, किश्तों की संख्या ?	पंजाब नेशनल बैंक, अर्दली बाजार, वाराणसी, से ऋण की धनराशि 5,90000/- रुपये लिया गया है। किश्त की कटौती मासिक आधार पर वेतन से हो रही है। कटौती की अवधि सात वर्ष है तथा किश्तों की संख्या-84 है जिसमें 11 किश्त का भुगतान किया जा चुका है एवं 73 किश्त शेष है। एक किश्त 9994/- रुपये का है।
6	पुरानी कार के क्य के सम्बन्ध में उसकी क्य करने की तिथि, बीमा पॉलिसी की स्थिति ?	लागू नहीं।
7	सम्पत्ति का विवरण, उसका क्षेत्रफल, स्थित मकान का आकार, जिस जगह स्थित है ?	लागू नहीं।
8	डीलर का पूर्ण पता व विवरण ?	ए.जी.आर. आटोमोबाईल्स प्रा.लि. महमूरगंज, वाराणसी
9	क्या डीलर नियमित व सम्मानित है ?	हाँ।
10	क्या न्यायिक अधिकारी, विक्रेता से किसी प्रकार से सम्बन्धित है व क्या विक्रेता का कोई वाद न्यायिक अधिकारी के यहाँ लम्बित है व क्या विक्रेता का कोई वाद निर्णीत किया गया है ?	न्यायिक अधिकारी का विक्रेता से कोई सम्बन्ध नहीं है। विक्रेता का कोई वाद न्यायिक अधिकारी के यहाँ लम्बित नहीं है व न ही न्यायिक अधिकारी द्वारा विक्रेता का कोई वाद निर्णीत किया गया है।
11	धनराशि का श्रोत व उसके समर्थन में दस्तावेजी साक्ष्य ?	पंजाब नेशनल बैंक, अर्दली बाजार, वाराणसी, द्वारा ऋण के रूप में धनराशि 5,90000/- रुपये प्रदत्त की गई है। इसके अतिरिक्त शेष ऋण वाहन पंजीकरण व बीमा शुल्क 60000/- मेरे भाई डा0

	विवेकानन्द राय द्वारा चेक से भुगतान किया गया। बाद में मैंने अपने एस.बी.आई. बलिया के वेतन खाता से अपने भाई को 60000/-आर.टी.जी.एस. द्वारा भुगतान किया गया।
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सादर ।

भवदीय


दिनांक- 18-03-2015


(मनोज कुमार राय)
अपर जनपद न्यायाधीश,
कोर्ट सं.5, बलिया।
आई0डी0नं0- यू0पी0 2004

कार्यालय जनपद न्यायाधीश, बलिया।

पत्रांक- ~~190A/I~~ बलिया, दिनांकित-19 मार्च, 2015

माननीय उच्च न्यायालय को अग्रसारित।


जनपद न्यायाधीश,
बलिया 1350815

प्रेषक,

मनोज कुमार राय,
अपर जनपद एवं सत्र न्यायाधीश,
कोर्ट सं०-५, बलिया।

सेवा में,

महानिबन्धक,
माननीय उच्च न्यायालय,
इलाहाबाद।

द्वारा:- माननीय जनपद न्यायाधीश, बलिया।

महोदय,

ससम्मान निवेदन है कि मैंने एक L.M.V(CAR) जिसका पंजीयन नं०- UP65BP4002 चेसिस संख्या MA3EJKD1500461998, व इंजन नं०-K12MN1350380 पंजाब नैशनल बैंक, नीचीबाग, वाराणसी से मुबलिग 5,90,000/-रुपये का ऋण लेकर दिनांक 07-02-2014 को खरीदा है। उक्त ऋण से सम्बन्धित सभी कागजात एवं गाड़ी की परमिट व अन्य कागजात की छायाप्रति स्वप्रमाणित प्रेषित कर रहा हूँ।

अतः माननीय महोदय को सूचनार्थ प्रेषित।

भवदीय,

दिनांक:-24-02-2014

Manoj Kumar Ra.
(मनोज कुमार राय)
अपर जनपद एवं सत्र न्यायाधीश,
कोर्ट सं०-५, बलिया।

संलग्नक:-

- 1-पंजीयन प्रमाण पत्र की छायाप्रति।
- 2-लोन स्वीकृति पत्र की छायाप्रति।
- 3-एग्रीमेन्ट की छायाप्रति।
- 4-बीमा की छायाप्रति।

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 भी Registering Authority V. Dept. Varanasi

Registration Number TRANSPORT DEPARTMENT, R T O VARANASI

Owner's Name & Address UP65BP4002

Son/Write/daughter of: SRI SHIVNATH RAI Full Address: NIASIRPUR NEAR DURGA MANDIR (Permanent) SUSUWAI, VARANASI 9473737806 -

Full Address: NIASIRPUR NEAR DURGA MANDIR (Current) SUSUWAI II, VARANASI 9473737806 -

Dealer's Name & Address (विक्रेता का नाम) AGR AUTO PVT LTD V-38/2A MAHMOORGANJ GOPAL VIHAR COL VARANASI

Vehicle Class (श्रेणी) L.M.V. (CAR)

Chassis Number (चेसिस संख्या) MA31 KD 00461998

Engine Number (इंजन संख्या) K12MNJ350380

Type of Body (बाडी का प्रकार) SALOON

Maker's Name (निर्माता का नाम) SWIFT DZIRE VXI HP / Lease Agreement with (हाइपोथिकेट/लोज समझौता किससे) MARUTI UDYOG LTD

P.N.B. NICHIBAGH VNS.

Description and Size of Tyres (टायरों का विवरण एवं आकार) 01-Feb-2014

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

Entered By: 10-Feb-2014

Registration Date (पंजी. तिथि)

Owner's Serial (वाहन स्वामी क्रमांक) 14-Feb-2014

Manufacturing Year (निर्माण का वर्ष) No. of Cylinders 02/2014

Unladen Weight (खाली भार) 4 Laden Weight (भरा हुआ भार) 970 kgs

Seating Capacity (सीट क्षमता) 1415 kgs Colour (रंग) 5 (including driver)

Horse Power (अश्व शक्ति) P M A WHITE Fuel Used (ईंधन) 87 HP / 1197CC

Tax paid upto (कर चुकाई) PETROL Tax Rate (कर-दर) Life Time

Fitness Valid upto (फिटनेस का वैधता) Life Time (RT- Rs. 45819/-) Wheel Base (दोड़ बेस) 13-Feb-2029

Registered Axle Weight (पंजीकृत एक्सल भार) 2430

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)

Sr. No. RC.-P 0029468 (क्र.सं.)



Specimen Signature of the Owner (वाहन स्वामी के हस्ताक्षर)

Specimen Signature of Financier (वित्त-पोषक के हस्ताक्षर)

Registering Authority Signature of Registration Authority M. V. Dept. Varanasi

Handwritten signature

request-98

	ROYAL SUNDARAM ALLIANCE INSURANCE COMPANY LTD Vishranthi Melaram Towers, No. 2/319 Rajiv Gandhi Salai(OMR), Karapakkam, Chennai 600097, Tel.: 044-28517387 Fax: 044-28462345 Email: customer.services@royalsundaram.in Service Tax Registration No : Insurance/Chennai-II/2/STC Service Tax No. : AABCR7106GST001 Certificate Cum Policy Schedule	
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Policy No:	MC2202548					Package Policy(Private Vehicle) [Issued at 05:20:24:PM on 07-Feb-2014]	
THE INSURED :	Name:	MR MANOJ KUMAR RAI					
	Address:	NASIARPUR NEAR DUGGA MANDIR SUSWAHI, VARANASI-221010, Uttar Pradesh					
	Occupation:	Business					
Period Of Insurance:		From 05:20:24:PM 07-Feb-2014 to midnight on 06-Feb-2015					
The Vehicle	D' Zire New VXI/MARUTI SWIFT DZIRE		Vehicle Identification Number(VIN)		Date and Proposal No.:		
	VXI BS IV		MA3EJKD1S00461998		07-Feb-2014 / 82089600		
Geographical Area	Engine-Chassis No.	Type of Body	CC	Mfg. Year	Seating Capacity	Registration Mark & Place of Registration	
INDIA	1350380 - 461998	Saloon	1197	2014	5	VARANASI	

INSURED'S DECLARED VALUE

Vehicle	Non-Elec accessories	Elec accessories	CNG/LPG KIT	Total Value (IDV)
51822	0	0	0	561822

A. OWN DAMAGE		B. LIABILITY	
Vehicle & Accessories	12551	Vehicle	1010
Total	12551	Total	1010
ded	12551	Add	1010
Geographical Area Extn.	NA	a) Compulsory PA Cover Premium	100
Sub-Total Additions	0	b) Additional PA Cover Premium (10000 per person) For 5 Person (IMT- 16)	25
5% Extra premium towards inbuilt LPG	NA		
For Anti-theft Devices (IMT-10)	314	d) Legal Liability (WC) to Driver (IMT-28)	50
Sub-Total (deductions)	314	e) Legal Liability to Employees (IMT-29)	0
Total(A)	12237	Sub-Total Additions	175
		Total(B)	1185
Note :		Grand Total	13422
1. If the premium is paid by Cheque, the issue of Policy is subject to the realization of Cheque.		Service Tax @ 12.36%	1659
2. Consolidated Stamp duty paid to state exchequer.		Total Premium	15081

Compulsory Deductible: 1000

Exclusions as to use: Use only for social domestic and pleasure purposes and for the Insured's business. The Policy does not cover the use for : (1) Hire or reward (2) Carriage of goods (other than samples or personal luggage) (3) Organized racing (4) Pace making (5) Speed testing (6) Reliability trials (7) Any purpose in connection with motor trade.

Driver's Clause: Any person including the insured: Provided that a person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. Provided also that the person holding an effective learner's license may also drive the vehicle & that such a person satisfies the requirements of Rule 3 of the Central Motor Vehicles Rules, 1989.

Limits of Liability Clause : Under section II-1 (i) of the policy-Death of or bodily injury. Such amount as is necessary to meet there requirements of the motor vehicle act 1988. Under section II-1 (ii) of the policy-Damage to third party property is Rs. 6000 P.A. Cover under section III for Owner-Driver is Rs. 2.0 Lakhs

No claim bonus : The insured is entitled for a No Claim Bonus (NCB) on the own damage section of the policy, if no claim is made or pending during the preceding year(s), as per the : The preceding year/20%, Preceding two consecutive years/25%, Preceding three consecutive years/35%, Preceding four consecutive years/45%, Preceding five consecutive years/50% of NCB on OD Premium. No claim bonus only be allowed provided the policy is renewed within 90 days of the expiry date of the previous policy.

Case/HP/Hypothecation : PUNJAB NATIONAL BANK , NICHI BAGH, VARANASI

Nominee Detail For Compulsory PA: PRAMILA KUMARI

Subject to I.M.T. Endt. Nos. & memorandum : 7 10 15 16 20 22 23 printed herein.

The insured is not indemnified if the vehicle is used or driven otherwise than in accordance with this schedule. Any payment made by the company by reasons of wider terms appearing in the certificate in order to comply with the Motor Vehicle Act, 1988 is recoverable from the insured. See the clause headed "AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY". For legal interpretation, English version will hold good.

[Signature]
Authorized Signatory



This policy is sourced and serviced through:

MARUTI INSURANCE BROKING PRIVATE LIMITED

DIRECT BROKER LICENSE No. : IRDA/DB475/10, Intermediary Code : BA500966, Mail Id: mibpl@maruti.co.in, Contact No: 044-46781104

For terms & conditions please visit www.royalsundaram.in

[Signature]

Request 98

AGR AUTOMOBILES PVT. LTD.
Authorised Maruti Dealer
-38/2A, MAHMOORGANJ, GOPAL VIHAR COLONY, VARANASI
Phone No. : 2361136, 2360435

I N V O I C E

Customer: R. MANOJ KUMAR (RAT)
Invoice No: 11790 Date: 13/01/2014
Address: ASIARBUR NEAR URDA MANDIR, JUSWAHI, VARANASI 221002
Phone No: [blank]
Allotment No: 8403-0001799
Booking Date: 13/01/2014
Bank: IHPA - PANJAB NATIONAL BANK, NICHIBAG VARANAS

P A R T I C U L A R S			AMOUNT RS. (CR)	AMOUNT RS. (CR)
DMR4CD2 NEW DIZIRE VXI BSIV			COLOR PEARL MET ARCTIC WHITE	
CHASSIS NO.	ENGINE NO	KEY NO		
461990	1390330	6114		
COST OF VEHICLE			511337.00	507844.00
DISCOUNT (-)			3493.00	
VAT @ 12.50 %				63481.00
STATE DEVELOPMENT TAX @ 2%				10157.00
TOTAL COST OF VEHICLE				581482.00

RECT No.	DATE	AMOUNT
INSURANCE CHARGES		15081.00
EXTENDED WARRANTY		5910.00
		602473.00
		0.00

BALANCE TO COLLECT / PAY 602473.00
BALANCE AMOUNT RECEIVED / PAYMENT VIDE
DOC NO. DATE AMOUNT

For AGR AUTOMOBILES PVT. LTD



Received By: (DEEPA SINGH) Prepared By: (Authorised Maruti Dealer)

All disputes are subject to the jurisdiction of Varanasi
CITY NO. VA - 0576509 DT: 10/10/05
EST. NO. VA - 5316844 DT: 18/10/05
TIN NO. : 09382204055

[Handwritten Signature]

AGR AUTOMOBILES PVT. LTD.
Authorised Maruti Dealer
-38/2A, MAHMOORGANJ, GOPAL VIHAR COLONY, VARANASI (U.P.)

DELIVERY RECEIPT

Dated : 06/02/2014

SA/DR/NO. : 1799
Name : MR. MANOJ KUMAR RAI
Address : NASTARPUR NEAR,
DURSA MANDIR
SUSNAHI
VARANASI

Received from AGR Automobiles Pvt. Ltd.
in good condition and working order with all tools and
Accessories as per manufacturer's specification against my / our
Allotment No. : 8403-0081739 TOOLS & ACCESSORIES
Blower, Ashtray, Carpet Wash Pacing
Rear Side View Mirror, Jack &
Jack Handle, Spare Tyre, Tube, &
Rin, Owner's Manual, Service Book

PARTICULARS OF VEHICLE

- 1. MODEL : NEW D"ZIRE VXi BSIV
- 2. CHASSIS NO : 461998
Toolkit Consisting of :
(a) Tool Case
(b) Open end Wrench (x100mm)
(For Mini Only)
- 3. ENGINE NO : 1350380
(c) Wheel Nut Wrench
- 4. COLOR : PEARL MET ARCTIC WHITE
(d) Two Head Light Bulb
(e) One First Aid Box
(f) One Triangular Reflector

REMARKS

DELIVERED BY CUSTOMER SIGNATURE

VEHICLE (PDI) CHECKED BY..... DATE

FOR AGR AUTOMOBILES PVT. LTD.

[Handwritten Signature]



Customer Signature at the time of Delivery Signator

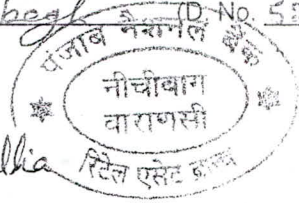
Request-98

Indian Computer Forms v10.11 2012051 2312051

request-98

ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ
punjab national bank

BO: RAB, Nirdibag (D.No. 5250)



Date: 07-02-14

To, Sh. Manoj Kumar Rai
R/O - 10, Judge Colony, Ballia

Dear Sir/ Madam,

YOUR APPLICATION FOR CAR/VEHICLE LOAN - SANCTION LETTER

We are pleased to inform that we have sanctioned a Car/Vehicle Loan of Rs. 5,90,000/- in your favour for purchase of Maruti Swift Dzire on the undernoted terms & conditions.

Sanction Terms			
Sanctioned Amount	Rs. 5,90,000/-		
Rate of Interest*	10.65 % (fixed) up to 31-03-17		
Type of Interest	Fixed.		
Margin	Nil		
Repayment Tenor	24 months.		
Number of EMIs	24	Amt. of EMI*	Rs. 9994/-
Repayment to be commenced from	March - 14		
Amount of EMI	Rs. 9994/-		
Upfront fee/ Processing fee	Rs. Nil	Documentation Fee	Rs. Nil
Credit information report Charges	Rs. 500/- + B 400% = B 900/-		
Security	Guarantor (s) <u>Dr. Vinoband Rai</u>		
	Primary Hypo. of <u>Swift Dzire</u>		
	Collateral <u>Nil</u>		
Prepayment Penalty	2% of the outstanding balance to be pre-paid, if the loan is shifted to other Bank/Financial Institution.		
Penal Interest, if any	In case of default in repayment of loan/non compliance of terms & conditions the borrower shall be liable to pay penal interest of 2% on the default/irregular amount.		

* is subject to change from time to time.

- The above sanction is, however, subject to:
 - Execution of Loan documents as per Banks format and guidelines;
 - The ROI/EMI is subject to change from time to time;
 - The above sanction shall be valid for a period of six months from the date of issue of the sanction letter.
- Please convey acceptance for having accepted the terms & conditions of the sanction.

Thanking you.

Yours truly,
For Punjab National Bank

Authorised Signatory

Manoj

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LETTER OF HYPOTHECATION
(FOR CAR LOAN)

ANNEXURE I

Place Vasanan
Date 07.02.2014

The Manager,
Punjab National Bank,
RAB Vasanan

Dear Sir,

In consideration of the Bank allowing/ agreeing to allow an advance by way of term loan of Rs. 5,90,000/- (Rs. Five lac ninety thousand only) (the "Loan") under "PNB FESTIVAL SEASON BONANZA OFFER-2013-14" for purchase of Swift Dzire Vxi (mention the name and description of the vehicle, its make and registration etc.) under the Fixed Interest Rate Option, I/We Manoj Kumar Raw (name/s) son/daughter/wife of Shri Shiv Nath Raw resident of 10, Judges Colony, Ballia, (hereinafter referred to as the "Borrower" which shall, unless the context otherwise requires, include his successors and assigns), hypothecate to the Bank the vehicle (the "Hypothecated Vehicle") as security for the repayment of the Loan along with interest, cost and other charges. (The term Borrower, in case there is more than one borrower, shall include each one of them in which case their liability shall be JOINT & SEVERAL).

The Borrower hereby agrees as under:-

1. The Bank is authorized to disburse the Loan direct to the vendor, whose bonafides have been verified by the Borrower, together with the contribution/margin money which has already been deposited with the Bank and the Bank will not be liable for any misdeed, wrongdoing or deficiency in service and/or in the vehicle on the part of the vendor.
2. The Hypothecated Vehicle shall be used for personal use and will not be sold, given on lease or on hire or otherwise parted with the possession or encumbered in any way till the Loan is repaid in full.
3. The borrower/s agree/s to pay interest @ 10.65% p.a. (Fixed) with monthly rests, as and when due / leviable whether debited or not in the Loan account, other expenses, interest tax and incidental charges etc. as may be applicable from time to time. The interest shall be calculated on daily balance basis due to the Bank and shall be charged monthly so long as the amount due is not repaid in its entirety and shall form part of the principal and carry interest at the Applicable Interest Rate.

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4. The aforesaid rate of interest shall remain fixed during the initial period of 3 years from the date of disbursement of the loan or till 01.04.2017; whichever is later.

5. However, after the initial period of 3 years, the rate of interest shall be re-set on each and every block of three years, and the first reset shall be on 01.04.2017. If interest rate is not re-set in the year, when it is due, it shall be open to the Bank to re-set the interest in any subsequent year and in such event the interest rate as re-set, will be applicable from 1st April of the year in which it was due for reset. The Bank has full discretion to re-set the rate of interest.

6. (i) The Borrower agrees that the amount of the Loan together with interest will be paid by him regularly in 84 number of Equated Monthly Installments (the "EMI") of Rs. ₹ 9994 (Rs. Nine thousand nine hundred ninety four only) comprising of principal and interest and the first EMI shall become due for payment commencing from March-2014.

The amount of EMI shall be subject to change in accordance with the change/revision in the Applicable Interest Rate to be charged in the Loan account, in which event, the borrower shall exercise one of the following options for repayment of the Loan :

- To pay increased amount of EMI.
- To continue to pay the existing amounts of EMI with the condition that the balance outstanding in the Loan account would be paid in one go with last EMI of the originally applicable repayment tenor.
- To prolong the repayment period.

(ii) In case no option is exercised by the borrower on account of change in the Applicable Interest Rate affecting the EMI, the option as given at (c) above will be deemed to have been exercised by the borrower.

7. * (i) The Borrower irrevocably authorizes the Bank to recover the amount of EMI and other charges from his SF/CA /OD accounts no. 258800010008294 maintained at the Bank's BO: Andal Baza Varanasi until the Loan is fully repaid and adjusted. The Borrower further undertakes to keep sufficient balance in his said account for recovery of the EMI by the Bank.

* (ii) The Borrower agrees to authorize his employer to remit his salary to the Bank's BO _____ for crediting to his above account.

* (iii) The Borrower hereby deposits post-dated cheques to facilitate the due payment of the EMIs of the Loan as per the Schedule hereunder.

* (iv) The Borrower is willing to make the payment of EMIs of the Loan, through participation in Electronic Clearing Service (ECS) of National Clearing Cell of RBI and authorizes the Bank to raise the debits against the EMIs from his SF/CA/OD account No. _____ maintained at BO: _____ of _____ Bank (Give name and address of the Bank) through ECS for repayment

of the Loan and understands that in the event of the Bank not realizing payment from ECS for any reason whatsoever, the Borrower shall pay the EMI to the Bank by cash or cheque along with the interest for the delayed period.

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The Borrower has given the necessary mandate/will comply with the procedural requirements for participation in ECS and also bear any service charges/fees as prescribed by Bank/RBI from time to time.

To facilitate collection of the EMIs in the event of non-receipt of the EMIs by ECS, the Borrower has provided the Bank with _____ number of undated cheques for the amount of the EMIs. The Borrower authorizes the Bank to fill up the dates as and when required, but without being bound, to collect the cheques to meet defaults in payment of the EMIs.

(*Delete, if not applicable.)

8. The Borrower agrees that in case the Loan is pre-paid by availing loan from other bank/FI, he will bear and pay the prepayment charges at 2% of the outstanding amount of the Loan pre-paid.

9. Notwithstanding the above, in case the Borrower fails to pay any three EMIs (not necessarily consecutive) or in the case of contravention of any of the terms and conditions herein or in case the Hypothecated Vehicle is lost or destroyed or otherwise becomes unavailable or untraceable as a result of theft or otherwise for any reason whatsoever, it shall be lawful for the Bank to recall by a demand in writing the entire outstanding amount in the Loan account and the Borrower shall pay the same notwithstanding the period of EMIs fixed as aforesaid.

10. Notwithstanding the above, if the Bank, on the request of the Borrower, in its discretion decides to make available to the Borrower the option of application of lower rate of interest, as applicable to fresh Loans under the Scheme, it is open to the Bank to charge and levy a Switchover Fee at the rate prescribed by the Bank.

11. The Borrower agrees to pay additional interest at 2% p.a. with agreed rests in case of default in

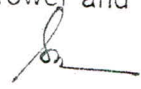
a) Payment of interest and/or any installment on the due dates, on the amount in default from the date of default; or

b) Furnishing information as prescribed/called for by the Bank; or

c) Non-compliance of any other terms & conditions

d) Besides this, the Bank shall have the option to recall the entire outstanding and the Borrower undertakes to pay the amount outstanding upon demand by the Bank.

12. The Borrower also agrees that in case the amount outstanding in the Loan account is not paid by him after demand in writing by the Bank, it shall be lawful for the Bank and its officers to call on him and take possession of the Hypothecated Vehicle. In case of default on his part to deliver possession, it shall be lawful for the Bank and its officers to take possession of the Hypothecated Vehicle from him and sell the same by private contract or otherwise as pledgee / hypothecate / mortgagee for adjustment of the Loan account at his risk and responsibility, and get the same transferred in the name of the purchaser by signing the necessary documents without reference to the Borrower and he undertakes to pay the amount of shortfall, if any.



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13. The Borrower undertakes to keep the Hypothecated Vehicle insured for its full value by taking comprehensive policy in the joint names of the Bank and the Borrower with agreed Bank clause with any Insurance Company approved by the Bank. The Borrower shall produce the relevant policy or policies of insurance along with receipt of premia paid to the insurance company from time to time for its inspection regularly. In case the Borrower fails to keep the Hypothecated Vehicle insured and to produce such policy or policies and receipts to the Bank, the Bank shall be at liberty, but not bound, to effect such insurance and pay such premia at the Borrower's expense by debiting to the Loan account and the amount of premia shall form part of the Borrower's indebtedness to the Bank under the Loan and secured fully by the hypothecation hereby created. .

14. The Borrower further declares and agrees: -

- a) that upon any moneys becoming payable under the policy, the Bank shall be entitled to receive the same.
- b) that the receipt of the Bank shall be a complete and good discharge of the insurance company
- c) that any adjustment, settlement, compromise or reference to arbitrations in connection with any dispute between the company and the insured or any of them arising under or in connection with the insurance policy if made by the Bank shall be valid and binding on all parties, but not so as to impair the right of the Bank to recover the full amount of any claim it may have on other parties and
- d) that any sum received under such insurance shall be applied in or towards liquidation of the amount due to the Bank on account of the Loan, interest and other charges as aforesaid and in the event of there being a surplus the same shall be refunded to the Borrower, if no other amount is due from him.

15. The Hypothecated Vehicle will be got registered with the appropriate transport authority in the joint names of the Bank and the Borrower.

16. The Borrower agrees and hereby gives to the Bank during the currency and for the payment of the Loan, a general lien and right to set off; and combine accounts without notice, and charge on all movable property of every description coming into the Bank's possession on account of the Borrower for the time being held by the Bank on behalf of the Borrower whether singly or jointly with others in India or elsewhere including, without prejudice to the generality, any monies, bullion, deposits, deposit receipts, promissory notes, bill of exchange, cheques, railway receipts, Govt. bills and other documents/securities of every description.

17. That any demand herein may be made on the Borrower by an officer of the Bank or any notice in writing under the hands of any such officer either served personally on the Borrower or left at or sent by post to him at his address registered/available with the Bank.

18. The Borrower hereby consents that in case he commits default in repayment of the Loan, the Bank/RBI can disclose his name in such manner and through such medium,



Mang Kumar Rai

as they deem fit. The Borrower further consents for disclosure of his name by the Bank to any credit information company, as deemed fit.

19. The Borrower agrees not to induct on its part a person who has been identified as willful default as per definition given as per RBI directions/guidelines or Bank's guidelines as a Director on its Board. If any Director who is willful defaulter as per definition above referred is on its Board, the Borrower undertakes to get him removed from the Board. The Borrower agrees to make necessary amendment in the Article of Association of the Borrower / Company to make the above requirement a ground for removal of directors and furnish a copy of Articles of Association as amended to the Bank. (This sub-clause is applicable only in case of corporate borrower/s).

SCHEDULE

DATES OF CHEQUES*	AMOUNT
1.	
2.	
3.	
4.	
5.	

Yours faithfully,

Signature Manoj Kumar Rai
Name MANOJ KUMAR RAI

* Note: Advance cheques may be obtained under the Scheme. The number, amount and dates of such cheques should be synchronizing with the no. amount and due dates of term Loan installments. Such cheques should be drawn favouring 'Punjab National Bank' and on the reverse of the cheques, 'payment of installment in term Loan account No. _____' can be written.

