

request-127

13.9.02

Register No.	14931
File No.	12/2765
Serial No.	22

प्रेषक,

13.9.02

बच्चूलाल,
द्वितीय अमर जिला जज,
जालौन स्थान उरई ।

16/9/02

16.9.02

12.9.02

सेवा में,

श्री कैलाश प्रसाद,
उप-निबन्धक,
माननीय उच्चन्यायालय, इलाहाबाद ।

द्वारा,

माननीय जिला जज,
जालौन स्थान उरई ।

विषय:

कार खरीदने हेतु लिये गये ऋण रु. 1,82,000/-रूपये हेतु
बैंक प्रमाण पत्र एवं फार्म नं. 25 के सम्बन्ध में ।

महोदय,

उपर्युक्त विषयक कृपया आप अपने कार्यालय के पत्र संख्या

11064/चार-2765/एडमिन।ए।: दिनांक:इलाहाबाद: 12.08.2002
का अवलोकन करने की कृपा करें जिसके द्वारा कार खरीदने हेतु लिये गये
ऋण रु. 1,82,000.00रूपये हेतु भारतीय स्टेट बैंक, शाखा उरई द्वारा
निर्गत प्रमाण पत्र एवं फार्म नं. 25 पूर्ण प्रविष्टियों के उपरान्त माननीय
न्यायालय द्वारा सूचनार्थे वांछित हैं ।

अतः मैं अपनी कार खरीदने हेतु लिये गये ऋण का प्रमाण पत्र
एवं फार्म नं. 25 भरकर आपकी सेवा में अवलोकनार्थ एवं आवश्यक
कार्यवाही हेतु प्रेषित कर रहा हूँ ।

भवदीय

बच्चूलाल

द्वितीय अमर जिलाजज,
जालौन स्थान उरई

संलग्नक:

1. भारतीय स्टेट बैंक शाखा उरई द्वारा निर्गत प्रमाण पत्र.
2. फार्म नं. 25 दो प्रतियों में।
3. रजिस्ट्रेशन प्रमाण पत्र की छाया प्रति.

कार्यालय जिला जज, जालौन स्थान उरई

नं. 67571

दिनांक: उरई, सितम्बर/0, 2002

अग्रसारित

जिला जज,
जालौन स्थान उरई ।

DR(M)

Information reg mortgage deed is noted if approved the file may be moved over to Mr A-K Jaiswal for dealment fee covered in terms of law 24 of G.S.C. rule 145B ?

AK Jaiswal

16-12-02

R. Kumar

17.11.02

4043

S.O. Admin. H/A

EM

D.R.(M)

12.9.02

Seenon
10-3-03

In ARJ/AKS
12
12/11

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Arrangement Letter

STATE BANK OF INDIA

To,

ORAI BRANCH

Shri/Smt./Kum. Baerwal

ORAI-0147

J. 17/7 Judges Colony
ORAI

ORAI-0147

Dear Sir,

Date: 20/04/2002

Personal Segment advances :

Personal Loan Scheme *Car Loan Scheme*

Term Loan of Rs. 1,82,000/-

With reference to your application dated 18/04/02, we hereby sanction you a Loan/Overdraft* (delete which is not applicable) of Rs. 1,82,000/- (Rupees one lac eighty two thousand only) on the following terms and conditions :

1. Purpose

Car Loan
Cost of Vehicle - Rs. 2,82,066 = ∞
Amount of Loan - Rs. 1,82,000 = ∞
Amount of Margin - Rs. 1,00,066 = ∞

The loan is sanctioned to you as per your application dated 18/04/2002

2. Rate of Interest :

Fixed Rate of interest * :

Interest on the loan will be charged at 12% p.a. on highest monthly reducing balance, at quarterly rests. In the event of a default in payment or any irregularity in account, the Bank reserves the right to levy a higher rate of interest, as it deems fit.

Floating Rate of Interest * :

Interest on the loan will be charged at 12% p.a. over PLR/SBAR/SBMTLR* which is currently 12% p.a. (The current effective rate being 12% p.a.) with quarterly rests. The rate of interest is subject to revision from time to time and you shall be deemed to have notice of changes in the rate of interest whenever the changes in PLR/SBAR/SBMTLR are displayed/notified at/by the branch/published in newspaper/made through entry of interest charged in the passbook/statement of account sent to you etc. The Bank has the option to reduce or increase the EMI or extend the repayment period consequent upon changes in PLR/SBAR/SBMTLR. In the event of a default in payment or any irregularity in account, the Bank reserves the right to levy a higher rate of interest as it deems fit.

* Delete whichever is not applicable.

3. Repayment:

The loan is to be repaid in 84 Equated Monthly instalment of Rs. 3205/-. The number of equated monthly instalments may increase/vary if the entire loan with interest, cost, charges and expenses is not repaid by/with the stipulated number of equated monthly instalments by reason of increase in the rate of interest or otherwise. The equated monthly instalments will have to be paid till the entire loan with interest is fully repaid. The first instalment commences from the month following the month of disbursement of loan.

In the case of avilment of loan as an overdraft in a Current Account, the reduction in the Drawing Power from the 1st of every month by an amount of Rs. will commence from the month following the month in which the documents are executed.*

4. *Security : Personal Guarantee of(Spouse)

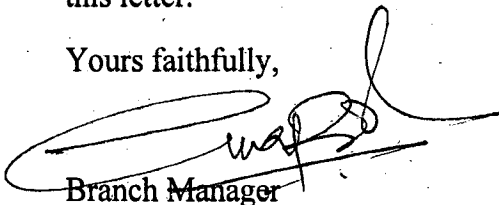
5. Processing Charges :

Processing charges of Rs. (Rs.only) are payable immediately.

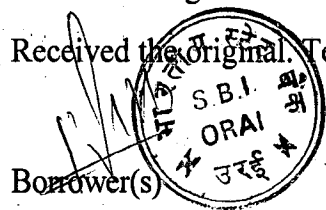
Please call on us on any working day to execute the documents. The loan is also subject to other terms and conditions as mentioned in the document(s) executed / to be executed in connection with the loan and as may be prescribed by the Bank from time to time. The duplicate copy of this arrangement letter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

The terms and conditions specified in this letter hold good for a period of 45 days from the date of this letter.

Yours faithfully,


Branch Manager

Received the original. Terms and conditions accepted.


Borrower(s)

Date :

Terms and conditions of the loan are noted.

Guarantor(s)

Date :

* delete if not applicable.

- PLR : PRIME LEADING RATE
- SBAR : STATE BANK ADVANCE RATE
- SBMTLR : STATE BANK MEDIUM TERM LEADING RATE

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Form of Mortgage Bond for Motor ^{Car} Boat ^{Boat} Advance ^{Cycle}

THIS INDENTURE made this _____ day of _____ one thousand, nine hundred and _____

BETWEEN (hereinafter called the "Borrower") of the one part and THE GOVERNOR OF UTTAR PRADESH (hereinafter called "the Governor") of the other part.

has applied

WHEREAS, the Borrower _____ for and has been granted an advance of rupees 80,000/- (Eighty Thousand only) applied _____ to purchase motor ^{Car} Boat ^{Boat} on ^{Cycle} ~~Cycle~~

the terms of paragraph _____ of the Account Rules of the Government of Uttar Pradesh 245

(hereinafter referred to as "the said Rules" which expression shall include any amendment thereof or addition there to for the time being in force) AND WHEREAS one of the conditions upon which the said advance _____ granted to the Borrower _____ is

_____ was _____ that the Borrower will _____ Car _____

_____ hypothecate the said Motor Boat to the Governor as security for the amount lent would _____ Cycle _____

to the Borrower AND WHEREAS the Borrower has purchased with or partly with the amount so advanced as aforesaid the Motor Boat particulars whereof are set out in the Schedule here under written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for the consideration aforesaid the Borrower doth hereby covenant to pay to the Governor the sum of Rs. _____ aforesaid or the balance thereof remaining unpaid at the date of these presents by equal payments of Rs. _____ each on the first day of every month and will pay interest on the said sum and the Borrower doth agree that such payment may be recovered by monthly deductions from his salary in the manner provided by the said rules, and in further pursuance of the said agreement the

Borrower doth hereby assign and transfer unto the Governor the Motor Boat the particulars whereof are set out in the Schedule here unto written by way of security for the said advance and the interest thereon as required by the said rules.

And the Borrower doth hereby agree and declare that he has paid in full the purchase price of the said Motor Boat and that the same is his absolute property and that he has not pledged and so long as any moneys remain payable to the Governor in respect of the said advance will not sell, pledge or part with the Property in or possession of the said Motor Boat

PROVIDED ALWAYS and it is hereby agreed and declared that if any of the said instalments of principal or interest shall not be paid or recovered in manner aforesaid within ten days after the same are due or if the Borrower shall die or at any time cease to be in the service of the State or if the Borrower shall sell or pledge or part with the property in or possession of the said Motor Boat or become insolvent or make any composition or arrangement with his creditors or if any person shall take proceedings in execution of any decree or judgement against

the Borrower the whole of the said principal sum which shall then be remaining due and unpaid together with interest thereon calculated as aforesaid shall forthwith become payable. AND IT IS HEREBY AGREED and declared that the Governor may on the happening of any of the event herein before mentioned seize and take possession of the said Motor ~~Boat~~ ^{Car} and either remain in possession thereof without removing the same or else may remove and sell the Motor ~~Boat~~ ^{Car} either by public auction or private contract and may out the sale moneys ~~Cycle~~ retain the balance of the said advance then remaining unpaid and any interest due thereon calculated as aforesaid and all costs, charges, expenses and payments properly incurred or made in maintaining defending or realizing his rights hereunder and shall pay over the surplus if any to the Borrower, his executors, administrators or personal representatives PROVIDED ^{Car} FURTHER that the aforesaid power of taking possession or selling of the said Motor ~~Boat~~ ^{Car} shall not prejudice the right of the Governor, to sue the Borrower or his personal representatives for the said balance remaining due and interest or in the case of the Motor ~~Boat~~ ^{Car} being sold the amount by which the net sale-proceeds fall short of the amount owing AND the Borrower hereby further agrees that so long as any moneys are remaining due and owing to the Governor he, the Borrower will insure and keep insured the said Motor ~~Boat~~ ^{Car} against loss or damage by fire, theft or accident with an Insurance Company to be approved by the Accountant General, Uttar Pradesh; and will produce evidence to the satisfaction of the Accountant General that the Motor Insurance Company with whom the said Motor ~~Boat~~ ^{Car} is insured have received notice, that the Governor is interested in the Policy AND the Borrower hereby further agrees that he will not permit or suffer the said Motor ~~Boat~~ ^{Car} to be destroyed or injured or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear thereof AND further that in the event of any damage or accident happening to the said Motor ~~Boat~~ ^{Car} the Borrower will forthwith have the same required and made good.

IN WITNESS whereof the said Baenoo Lal Dnd. ADJ. Gen (Borrower) hath hereunto set his hand the day and the year first above written.

THE SCHEDULE

Car
Description of Motor ~~Boat~~ ^{Car}
Cycle
Maker's name माकति उद्योग लि
Description
Number of Cylinders 3 (तीन)
Engine number 1003161
Chassis number 1624050
Cost Price Rs. 2,82,066/-
SIGNED by the Borrower

Two Witnesses—(1) In the presence of [Signature]
(2) And of [Signature]

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[See Chapter XI, paragraph 245-N(3)]

Form of Mortgage Bond for Motor ~~Boat~~ ^{Car} Advance ~~Cycle~~

THIS INDENTURE made this _____ day of _____ one thousand, nine hundred and _____

BETWEEN (hereinafter called the "Borrower") of the one part and **THE GOVERNOR OF UTTAR PRADESH** (hereinafter called "the Governor") of the other part.

has applied

WHEREAS, the Borrower _____ for and has been granted an advance of _____ applied _____ ^{Car} rupees 80,000/- (Rs. eight thousand only) to purchase motor ~~Boat~~ ^{Car} on ~~Cycle~~

the terms of paragraph 245 of the Account Rules of the Government of Uttar Pradesh ²⁴⁶

(hereinafter referred to as "the said Rules" which expression shall include any amendment thereof or addition there to for the time being in force) AND WHEREAS one of the _____ has been _____ is

conditions upon which the said advance _____ granted to the Borrower _____ that the Borrower _____ was _____ was

will _____ ^{Car} hypothecate the said Motor ~~Boat~~ ^{Car} to the Governor as security for the amount lent would _____ ^{Cycle}

to the Borrower AND WHEREAS the Borrower has purchased with or partly with the amount _____ ^{Car} so advanced as aforesaid the Motor ~~Boat~~ ^{Car} particulars whereof are set out in the Schedule ~~Cycle~~

here under written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for the consideration aforesaid the Borrower doth hereby covenant to pay to the Governor the sum of Rs. _____ aforesaid or the balance thereof remaining unpaid at the date of these presents by equal payments of Rs. _____ each on the first day of every month and will pay interest on the said sum and the Borrower doth agree that such payment may be recovered by monthly deductions from his salary in the manner provided by the said rules, and in further pursuance of the said agreement the _____ ^{Car}

Borrower doth hereby assign and transfer unto the Governor the Motor ~~Boat~~ ^{Car} the particulars ~~Cycle~~ whereof are set out in the Schedule here unto written by way of security for the said advance and the interest thereon as required by the said rules,

And the Borrower doth hereby agree and declare that he has paid in full the purchase _____ ^{Car} price of the said Motor ~~Boat~~ ^{Car} and that the same is his absolute property and that he has _____ ^{Cycle} not pledged and so long as any moneys remain payable to the Governor in respect of the said _____ ^{Car} advance will not sell, pledge or part with the Property in or possession of the said Motor ~~Boat~~ ^{Car} _____ ~~Cycle~~

PROVIDED ALWAYS and it is hereby agreed and declared that if any of the said instalments of principal or interest shall not be paid or recovered in manner aforesaid within ten days after the same are due or if the Borrower shall die or at any time cease to be in the service of the State or if the Borrower shall sell or pledge or part with the property in or possession of the _____ ^{Car} said Motor ~~Boat~~ ^{Car} or become insolvent or make any composition or arrangement with his credi- _____ ^{Cycle} tors or if any person shall take proceedings in execution of any decree or judgement against

the Borrower the whole of the said principal sum which shall then be remaining due and unpaid together with interest thereon calculated as aforesaid shall forthwith become payable AND IT IS HEREBY AGREED and declared that the Governor may on the happening of any

Car

of the event herein before mentioned seize and take possession of the said Motor Boat and

Cycle

either remain in possession thereof without removing the same or else may remove and sell

Car

the Motor Boat either by public auction or private contract and may out the sale moneys

Cycle

retain the balance of the said advance then remaining unpaid and any interest due thereon calculated as aforesaid and all costs, charges, expenses and payments properly incurred or made in maintaining defending or realizing his rights hereunder and shall pay over the surplus if any to the Borrower, his executors, administrators or personal representatives PROVIDED

Car

FURTHER that the aforesaid power of taking possession or selling of the said Motor Boat

Cycle

shall not prejudice the right of the Governor, to sue the Borrower or his personal represen-

Car

tatives for the said balance remaining due and interest or in the case of the Motor Boat being

Cycle

sold the amount by which the net sale-proceeds fall short of the amount owing AND the Borrower hereby further agrees that so long as any moneys are remaining due and owing to

Car

the Governor he, the Borrower will insure and keep insured the said Motor Boat against

Cycle

loss or damage by fire, theft or accident with an Insurance Company to be approved by the Accountant General, Uttar Pradesh, and will produce evidence to the satisfaction of the

Car

Accountant General that the Motor Insurance Company with whom the said Motor Boat

Cycle

is insured have received notice, that the Governor is interested in the Policy AND the Borrower

Car

hereby further agrees that he will not permit or suffer the said Motor Boat to be destroyed

Cycle

or injured or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear thereof AND further that in the event of any damage or accident happening to the

Car

said Motor Boat the Borrower will forthwith have the same required and made good.

Cycle

IN WITNESS whereof the said Bachchan Lal Tripathi (Borrower) hath hereunto set his hand the day and the year first above written.

THE SCHEDULE

Car

Description of Motor Boat

Cycle

Maker's name मारुति उद्योग लि.

Description

Number of Cylinders 3 (तीन)

Engine number 1083161

Chassis number 1624850

Cost Price Rs. 2,82,966 = 00

SIGNED by the Borrower

Two Witnesses—(1) In the presence of

(2) And of

Handwritten signatures and names: P.A., and other illegible text.

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Form - 23
[See Rule - 43]

FORM OF CERTIFICATE OF REGISTRATION

REGISTRATION NUMBER

U.P. : 92
C. 7575

Brief description of Vehicle माकलिन कार (e.g. Fiat/Ambassador/Maruti Car, Tata Goods Vehicle, Ashoka Leyland Goods Vehicle, Trailer, Motor Cycle with/without gear, Motor Cycle with sides etc.)

Name of Registered Owner Shri श्री कल्याण लाल

Son/Wife/Daughter of Shri श्रीमती सुमन

Full Address (Permanent) रा. जयपुरा, जिला...

Full Address (Temporary) रा. जयपुरा, जिला...

Date..... 6/5/12

Signature of Registering Authority

Orari (U.P.)

DETAILED DESCRIPTION

1. Class of Vehicle is कार

The Motor Vehicle is [a] A New Vehicle..... [b] Ex-army Vehicle.....

[c] Imported Vehicle [d] Migration from other States.....

2. Maker's Name..... माकलिन 3 वायर्स लि. 8. Fuel used in the Engine..... पेट्रोल

3. Type of body..... सीलन 9. Horse Power (B.H.P.)..... 79.60

4. Month & Year of Manufacture 07/02 10. Cubic Capacity.....

5. No. of Cylinders 3 11. Maker's classification.....

6. Chassis Number 1624050 12. Wheelbase.....

7. Engine No. 1003161 13. Seating Capacity (including Driver)..... 4

14. Unladen weight 640 Kgs.

15. Colour or colours of body, wings and front and additional particulars in the case of all transport vehicle other than motor cabs

16. Gross Vehicle weight [a] As certified by the manufacturer (Kgms)

[b] As registered (Kgms)

17. Number, description and size of type [a] Front axle (Kgms) [b] Rear axle (Kgms)

[c] Any other axle (Kgms) [d] Tanem axle (Kgms)

18. Type of body सीलन 19. Unladen weight 640 Kg

20. Number, description and size of tyres on (each) axle

21. Registered axle weight respect of each axle

Specimen signature of the registered owner pasted an attached by the Registering Authority

Date..... 6/5/12 to 5/5/2017

Signature of Registering Authority

कर पंजीयन अधिकारी

Orari (U.P.)

Note : The motor vehicle above describe is :

(i) Subject to a hire purchase agreement with

(ii) Subject to lease agreement with S.B.I. (जाता है)

(iii) Subject to hypothecation in favour of उद्योग (जाता है)

(iv) Is not held under hire purchase agreement/lease agreement/subject hypothecation.

Date..... 6/5/12

Signature of Registering Authority

Orari (U.P.)

ATTESTED

FINAL ON TIME ROAD TAX

Rs. 7052/- Paid on 6/5/12

vide U.P.M.V. Taxation 1992/1

कर पंजीयन अधिकारी

TAXATION OFFICER

M.V Dept. ORAI

विशेष न्यायिक मजिस्ट्रेट प्रथम

6.9.2002

6/5/12