

3/7/96

SONY 10-127

SA

14372

IV/2464

8/7/96

12/7/96 29/12/96

5-896

प्रेषक:

सतीश कुमार द्वितीय
द्वितीय न्यायिक मजि
हरदोई ।

सेवा में,

निबंधक,
माननीय उच्च न्यायालय
इलाहाबाद,

द्वारा: जिला जज हरदोई ।

विषय: मोटरकार खरीदने के लिये राष्ट्रीयकृत बैंक से ऋण लेने की अनुमति के संबंध में ।

मान्यवर,

विलम्ब निवेदन है कि प्रार्थी अपने प्रयोग के लिये मोटर कार खरीदना चाहता है जिसके लिये प्रार्थी किसी राष्ट्रीयकृत बैंक से ऋण सुविधा प्राप्त करना चाहता है ।

अतः इस संबंध में आपसे विलम्ब निवेदन है कि प्रार्थी को अपने प्रयोग के लिये मोटरकार खरीदने हेतु किसी राष्ट्रीयकृत बैंक से ऋण सुविधा प्राप्त करने की अनुमति प्रदान करने की कृपा करें ।

प्रार्थी सदा आभारी रहेगा । —

सहस्रमात्र,

सतीश कुमार

12.6.96

सतीश कुमार, द्वितीय

द्वितीय न्यायिक मजि

दिनांक: 12.6.96

सं 670/I 33-96 दिनांक 12, 1996
अग्रसारित

जनपद न्यायाधीश

हरदोई

12.6.96

JR (M)

4/7/96

SOADCA

J-R (M)
4/7/96

5-6

12/6/96

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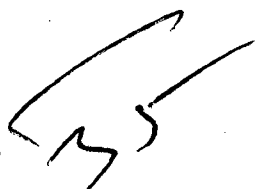
To,

The District Judge

Bajmora

No-14763 15-2464/Admn(A) dated 13-8-96

Subject: Regarding grant of permission to Sri Satish Kumar, the then Judicial Magistrate, Hardoi, now posted in Bajmora Judgeship, for taking loan from a Bank.



J.R.(M)

May issue?

diff.

8.8.96

12/9/96

Sir,

With reference to letter dated 12.6.96 of Sri Satish Kumar, the then J.M. Hardoi, now posted in Bajmora Judgeship, on the above subject, I am directed to say that Sri Satish Kumar may kindly be informed that no permission is required for taking ^{loan} from a Nationalised Bank under rule 22(2) of the Govt. Servants Conduct Rules 1956. However he has to furnish details of the loan i.e. its amount, terms and conditions regarding repayment of the loan, along with papers in support thereof.

Yours faithfully

Joint Registrar

Service 127

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MCO
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C. R. TEMP.

TEMPORARY CERTIFICATE OF REGISTRATION DESCRIPTION OF VEHICLE
(Section 25 of this Act and rule 29 (c) of the United Motor Vehicle Rules 1940)

1. Temporary Registration Mark UP-15 6596
 Name & address of owner British Kumar Civil Judge (T)
Sh. Ajit Lal Ahari
Civil Judge (J.R. Div) Near
Dera Bijnor

DESCRIPTION OF THE VEHICLE

1. Class of Vehicle LMV Type of Body Slam Open/Chassis
 2. Maker's Name Wanda Wagon Model 1986
 3. Chassis No 1063650
 4. Engine No 1409664
 5. Seating Capacity Four
 6. ULW 620 kg
 7. HPA State Bank of India Near
Dera Bijnor

U. P. Road Tax Rs 50-70 Paid upto 31-01-87
 w. e. f. 01-12-86 on 31-12-86

Under the provision 25 of section of the Motor Vehicle Act 1939, the vehicle described above has been temporarily registered by me and the Registration is valid upto 31-01-87
 This vehicle is allowed to go from Meerut to Bijnor
 for registration purpose/For body building.

REGISTERING AUTHORITY
(MOTOR) MEERUT (U.P.)
[Signature]

3. The Borrower expressly agrees and undertake to notify the Bank in writing of any circumstance affecting the correctness of any of the particulars set forth in his application immediately after the occurrence thereof.

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4. The Borrower expressly agrees and undertakes that the Loan shall be used exclusively for the purposes set forth in the application and that no change shall be made therein without the written consent of the Bank.

5. The Borrower agrees that the Loan shall be paid by the Bank to the supplier of the article(s) directly against the supplier's invoice or being satisfied that the new article(s) has or have/shall be delivered to him. However in genuine circumstances where the Bank is satisfied the amount of Loan may be paid to the Borrower. The Borrower shall produce to the Bank the original receipts for having purchased the article(s) and shall handover photocopy of the said receipts to the Bank for its record.

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6. The Borrower shall repay to the Bank, the amount of the loan in 60 equal monthly instalments of Rs. 1700/- each, the first of which shall be payable on 01-12-96 and the subsequent instalments on or before the same date of each succeeding month thereafter.

7. The Borrower shall also pay interest on the amount of the Loan at the rate of..... Percent above the State Bank Advance Rate with a minimum of..... Percent rising and falling therewith effective rate..... % calculated on the daily balance of the loan amount with quarterly rests subject to enhancement as hereinafter provided.

8. The Bank shall at any time be entitled to give notice to the Borrower of its intention to charge and may thereafter charge interest at such higher rate than the rate hereinbefore mentioned as the Bank may specify.

Signature

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9. As security for the repayment of Loan together with interest at the rate stipulated above and any other charges, costs and expenses payable to or incurred by the Bank in relation thereto, the Borrower hereby creates a first charge in favour of the Bank by way of hypothecation of the article(s) together with all its components, accessories, attachments etc. specified and described in the schedule below purchased/ to be purchased by the Borrower with the Loan wherever it shall be kept.

10. The Borrower shall not during the continuance of this security create any charge or encumbrance of any kind over the hypothecated article(s) nor shall dispose of the same without repaying in full the loan amount, interest costs, charges and expenses secured hereunder.

11(a). The Borrower shall keep the hypothecated articles in good working order, repair and condition and shall permit the officers and other persons deputed by the Bank to have access to and inspection of it if required by the Bank.

11(b) In case of hypothecation of vehicle the Bank's charge shall be registered with appropriate authority and the Borrower undertakes to get such hypothecation to the Bank marked in registration book of the vehicle within a month from the date of availment of the loan.

12. The Bank, its agents and nominees shall be entitled at all times to enter any place where the hypothecated article(s) is/are kept and in the occurrence of any circumstances in the opinion of the Bank endangering the security to take possession thereof and/or sell by public auction or by private treaty. Provided that

Executed

the Bank shall be entitled at all times to apply any other money or moneys in its hand standing to the credit of or belonging to the Borrower in or to make payment of any amount for the time being payable to the Bank and to recover at any time from the Borrower by suit or otherwise the balance remaining payable to the Bank. The Bank also reserves the right to note lien on other deposits of the Borrower as additional security for the loan.

13. The Borrower shall insure the article(s) in the joint names of the Borrower and the Bank against loss or damage by fire, theft or accident with an Insurance Company approved by the Bank to the extent of at least 10% over the Loan sanctioned and shall produce to the Bank from time to time solvent policy or policies for its inspection and also proper evidence to the satisfaction of the Bank and the Borrower hereby undertakes punctually to pay the premia due for such insurance and to produce the receipts for the premia paid to the Bank for its inspection from time to time and if the Borrower should fail to keep insured the said article(s) or to produce such policy or policies and receipts to the Bank on demand the Bank shall be at liberty but not bound to effect such insurance and pay such premia at the expenses of the Borrower and all expenses to be incurred by the Bank in this connection will be made by debit to the Borrower's loan account and will form part of the Borrower's indebtedness to the Bank and secured fully by the hypothecation hereby created. The Borrower agrees that any sum received under any such insurance shall be applied in or towards liquidation of the amount due to the Bank on account of the said loan interest and other charges as aforesaid and in the event of there being a surplus the same shall be refunded to the Borrower.

[Signature]

14. The Borrower agrees that if any instalment due hereunder shall not be paid on due date in the manner set out in clause 6 herein above the agreement of the Bank to accept repayment of the said loan by instalments shall at the option of Bank forthwith determine and the whole balance of the said loan unpaid at the date of such default shall immediately thereupon become payable to the Bank.

15. The Agreement shall operate as a continuing security for all the indebtedness and liabilities aforesaid due by the Borrower to the Bank.

15(a) It is agreed between the parties that at the written request of the Borrower the Bank may transfer the account to any of its branches within India from time to time provided sufficient notice in advance is given by the borrower to the Bank.

16. Nothing contained in this Agreement shall be construed as excluding the general lien of the Bank for any balance due to the Bank of any account or in respect of any liability of the Borrower to the Bank.

17. Nothing herein contained shall prejudice any rights or remedies of the Bank in respect of any other present or future security guarantee obligation or decree for any indebtedness or liability of the Borrower to the Bank.

[Signature]

SCHEDULE REFERRED TO ABOVE.

Dated this... 16th day of... Oct... 1996

(BORROWER).

[Signature]

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भारतीय स्टेट बैंक
STATE BANK OF INDIA
NAGINA
नगीना 0581
NAGINA

क्रमांक/SI. No. GEN/40/96

दिनांक/Date 28/11/96

To Whome it may Concern ;

This is to certify that Shri. Satish Kumar S/o Sri Ajit Lal
office civil Judge (To Div) Mansif Nagina, We have sanctioned
a loan for Rs. 1,00,000/- (one lac only) for purchase of Maruti
(800 C.C. Car on date 16-10-96. and a sum of Rs.
5,85,721-95 on account of margin money debited to his S/BAC
No 94/16260A.

Yours faithfully,


Ramesh Narayan



भारतीय स्टेट बैंक
STATE BANK OF INDIA

नगीना 0581
NAGINA

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To WHOM IT MAY
CONCERN


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क्रमांक/SI. No.

दिनांक/Date 20/12/96

This is to certify that a Demand
Loan for Rs 20000/- Rupees Twenty thousand
only is granted to Sr. Satish Kumar
So Sr. Ajit Lal, Civil Judge. (Jr. Div.)
Nagina, against the security of
his fixed deposit for purchase of
Maruti car on 30/11/96.

Yours faithfully


Branch Manager

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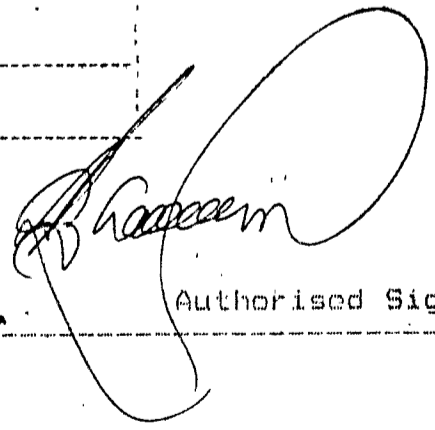
TANYA AUTOMOBILES LTD.
 Authorised Dealer Of Maruti Udyog
 35, CHIPRI TANK, BEGUM BRIDGE ROAD,
 MEERUT - 250 001
I N V O I C E

| | |
|--|--------------------------------|
| Mr. SATISH KUMAR (CIVIL JUDGE, J.D.) CIVIL JUDGE (JR DIV.) NAGINA (BISHOP) BISHOP MEERUT STATE BANK OF INDIA NAGINA (BISHOP) | INVOICE NO : 1119 INVOICE |
| DELIVERY DEALER : 4302 | BOOKING NO. : 4002-10-10559 MO |
| | BOOKING DATE : 17/10/96 |

| P A R T I C U L A R S | | | AMOUNT Rs. (DPY) | AMOUNT Rs. (CR) |
|---|------------|----------------|------------------|-----------------|
| 1. PRICE OF ONE MARUTI CAR STD (CS) PETROL DRIVEN FUEL EFFICIENT VEHICLE BEARING | | | 187912.79 | |
| CHASSIS NO. | ENGINE NO. | COLOR | | |
| -1063650 | -1429664 | 49T (M. WHITE) | | |
| 2. PRICE ACCESSORIES | | | 238.16 | |
| 3. SALES TAX | | | | |
| 3.1 ON VEHICLE @ 4.00% | | | 7516.51 | |
| 3.2 SURCHARGE ON VEHICLE @ 25.00% | | | 1879.13 | |
| 3.3 ON ACCESSORIES @ 10.00% | | | 23.82 | |
| 3.4 SURCHARGE ON ACCESSORIES @ 25.00% | | | 5.95 | |
| 3.5 CESS/ADDL ON ST VEHICLE @ 0.00% | | | 0.00 | |
| 3.6 CESS/ADDL ON (ST) ACCESSORIES @ 0.00% | | | 0.00 | |
| 4. TOTAL PRICE (1+2+3) | | | 197576.36 | |
| 5. AMOUNT HELD AS INITIAL DEPOSIT (MUL BOOKING) | | | | 0.00 |
| 6. C FORM BOOKING AMOUNT RECEIVED ON | | | | 184440.95 |
| 6.1 RECEIPT NO. 11046 DATE. 17/10/96 FOR Rs. 184440.95 | | | | |
| 6.2 RECEIPT NO. | | | | |
| 6.3 RECEIPT NO. | | | | |
| 6.4 RECEIPT NO. | | | | |
| 7. TOTAL AMOUNT RECEIVED FROM CUSTOMER (5+6) | | | | 184440.95 |
| 8. AMOUNT ACCRUED AS INTEREST ON INITIAL DEPOSIT UPTO AS PER CLAUSE OF BOOKING TERMS | | | | 0.00 |
| 9. AMOUNT ACCRUED AS INTEREST ON C FORM PAYMENT ON DELAYED DELIVERY | | | | 1531.97 |
| 10. TOTAL (7+8+9) | | | | 185972.92 |
| DEDUCTION | | | | |
| 11. TOTAL COST OF VEHICLE (1+2+3) | | | 197576.36 | |
| 12. TAX DEDUCTED AT SOURCE | | | 0.00 | |
| 13. ROAD TAX AND REGISTRATION | | | 0.00 | |
| 14. INSURANCE | | | 0.00 | |
| 15. NUMBER PLATE | | | 0.00 | |
| 16. OTHER ACCESSORIES | | | 0.00 | |
| 17. TOTAL DEDUCTION (11+12+13+14+15+16) | | | 197576.36 | |
| 18. BALANCE TO - COLLECT (17 - 10 / PAY (10 - 17) | | | 11603.44 | |

ELEVEN THOUSAND SIX HUNDRED THREE AND PAISE FORTY FOUR ONLY
(COLLECT)

CST-NO: 5251776
LST-NO: 0431400



Authorised Signat:

(HYPOTHECAIRY AGREEMENT)

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(TO BE STAMPED AS AN AGREEMENT IN ACCORDANCE WITH THE
STAMP ACT IN FORCE IN THE STATE IN WHICH THE INSTRUMENTS
IS EXECUTED AND NOT TO BE ATTESTED.)

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The State Bank of India having its Branch office at Nagina
(herein after called the Bank which expression shall include
its successors and assigns) having at the request of

Shri/Smt/Mr... Salish Kumar.....

Son/Daughter/~~Wife of~~... Shri. Ajit Lal.....

at present aged around... 35.....

and residing at... Nagina.....

(hereinafter called the Borrower which expression shall
include his/her respective heirs, executors, administrators
assigns) agreed to grant to the Borrower a loan of Rs. 10000/-

Rs. 10000/- only... to enable the Borrower to purchase....

... Maruti 800 Car..... more particularly specified and

described in Schedule I hereto (hereinafter referred to
as 'articles(s)') for his/her as set forth i.e. Borrower's
application dated the 20-9-96 & 15-10-96 a copy of which

is annexed and forms part of this Agreement such loan
to be secured as herein provided.

IT IS HEREBY AGREED AS FOLLOWS

1. The request for grant of the loan by the Borrower
shall be deemed to constitute the basis of this
Agreement and the loan advanced to be advanced by the
Bank to the Borrower.

2. The Borrower hereby agrees that the loan shall
inter alia be governed by the terms of the agreement.

Signature