

Request 98

Register 1280  
File No. IV/3191  
Serial No. 4  
24/1/08

K.O.R.

5-2-08 प्रेषक,

राकेश त्रिपाठी,  
न्यायिक मजिस्ट्रेट,  
गाजीपुर।

माननीय महानिबन्धक,  
माननीय उच्च न्यायालय,  
इलाहाबाद।

द्वारा:

माननीय जनपद न्यायाधीश  
गाजीपुर।

विषय:- चल सम्पत्ति (मोटर कार) के विवरण के सम्बन्ध में।

महोदय,

ससम्मान निवेदन करना है कि माननीय उच्च न्यायालय के परिपत्र सं० 25/ एडमिन (ए) दिनांकित 13.07.1998 के अनुपालन में चल सम्पत्ति (मोटर कार) कय करने तत्पश्चात् उसका विवरण भेजा जाना अपेक्षित है। उक्त चल सम्पत्ति (मोटर कार) का विवरण विहित प्रारूप पर प्रेषित किया जा रहा है।

अतः विनम्र प्रार्थना है कि सहानुभूति पूर्वक विचार करने की कृपा करें।

ससम्मान!

संलग्नक: यथोक्त

दिनांक - 24.01.08

भवदीय

Rakesh  
24/01/08  
(राकेश त्रिपाठी,  
न्यायिक मजिस्ट्रेट,  
गाजीपुर।)

AR(M)

24 FEB 2008 90/I दिनांक 25.01.08  
55  
S.O. Adm. H/A  
जनपद न्यायाधीश  
गाजीपुर

5-2-08  
AR(M)

Encl - (17)

A.K.O.  
13-2-08

Request-98

To,

The Registrar General  
Hon'ble High Court of Judicature at,  
ALLAHABAD.

Through: The District Judge,  
Ghazipur.

Subject: Regarding information for the purchase of Motor Car.

Sir,

With reference to the circular of Hon'ble High Court 25/Admn(A) dated July 13,1998,  
I have the honour to submit the following information regarding the purchase of the car.

1. Date of joining service : 16.06.07
2. Present Gross Salary and home take salary :

Gross Salary	Rs19885-00
G.P.F.	Nil
G.I.S.	Rs.120-00
Instalment of Car Loan	Rs.5789-00
Instalment of Personal Loan	Rs.2117-00
Home take salary	Rs.11859-00
3. Details of purchase of moveable properties made by him earlier with complete detail : NA
4. If any advance of loan taken from High Court: Its amounts and in what manner the loan will be paid : No.
5. If any loan taken from bank,give details: Car Loan for Rs.2,50,000 taken from Bank of India ,Terhi Pulia Branch, Lucknow to be paid in 60 instalments of Rs.5789-00 and Personal Loan taken for Rs.75,000-00 from SBI,Ghazipur to be paid in 48 instalments of Rs.2117-00.
6. Regarding purchase of second hand car : NA
7. Details of property purchase : ALTO LX UP32 CF 7751
8. Name & Full Address of the dealer : Bright 4 wheel Sales Pvt.Ltd.  
11/CP-6,Vikas Nagar,  
Ring Road,Lucknow
9. Whether the dealer is regular and reputed one: Yes

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10. Whether the Judicial Officer is related to the seller in any way and whether any case against the seller is pending in his court or decided by the Judicial Officer.

No

11. Details of source of the amount with par thereof:

Payment of Rs.63,863-00 has been made by me from the Personal Loan of Rs.75,000-00 taken by SBI Ghazipur A/C No.30267288230 and Rs.2,50,000-00 has been paid by loan taken from Bank Of India, Terhi Pulia Branch, Lucknow A/C No.682160510000017. Amount of Rs.6574-00 for registration has been also paid from personal loan taken from SBI, Ghazipur, from A/C No.30267288230. Amount of Rs.8054 for purpose of insurance has been made out of Rs.12,500-00 offered as promotional scheme from dealer Bright 4 Wheel Sales Pvt Ltd., 11/CP-6, Vikas Nagar, Ring Road, Lucknow.

Therefore, request to your honour kindly place the above information before, Hon'ble High Court for favourable consideration and oblige.

With regards.

Place: Ghazipur

Date : 24.01.08

Your's faithfully

*Rakesh*  
24/01/08  
(Rakesh Tripathi)  
Judicial Magistrate  
Ghazipur

Encls.(1) Photocopy of order booking form

(2) Photocopy of receipt

(3) Photocopy of certificate of registration

(4) Photocopy of delivery receipt

(5) Photocopy of certificate of grant of loan

(6) Photocopy of arrangement letter with SBI, Ghazipur

(7) Photocopy of agreement of hypothecation with Bank of India, Terhi Pulia Branch, Lucknow

(8) Photocopy of statement of account of car loan

(9) Photocopy of statement of account of personal loan



# BRIGHT 4 Wheel Sales Pvt. Ltd.



11/CP-6, Vikas Nagar, Ring Road, Lucknow.

## ORDER BOOKING FORM

(79)

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Please book one Maruti Vehicles as per the details given below :

Customer's Details :  
 Name (IN FULL) : MR. RAKESH TRIPATHI  
 Father's/Husband's Name : Sri. RAJIV RAN. TRIPATHI  
 Address : 2/412, SECTOR H, JANKI PURAM, LUCKNOW Pin No. ....

Contact telephone Number : (O) ..... (R) ..... (Mob. No.) 9339485544  
 Date of Birth : 10-04-1978 Date of Marriage .....

Occupation : (for individual Customer) Professional / Business / Service .....

Nominee :  
 Reference (Please Tick) :  Direct  Relatives  Friends  Advertisement  Bank  Other

Do you possess I. Card Issued by Election Commission / Valid Driving Licence / Valid Passport : Yes  No

If Yes, I. Card No. / D.L. No. / Pssport No. / PAN No. ....

Vehicle Details :  
 Model Booked : ALTO LX Demand Draft No. : 002733  
 Colour : WINE RED Date : 21/11/07  
 Date of Colour Change : ..... Amount : 313863/-  
 Allotment No. : 1305 Drawee Bank : Bank of India, A.T. S.H.I.  
 Is this booking financed by any Bank of finance Co. : YES / NO : .....  
 If yes, Name of bank / Finance Company : .....

Finance Availed Yes  No   
 Name of finance company from which loan taken : Cash

Tenure of loan (number of months) .....

PAPERS & DOCUMENTS		ACCESSORIES TO BE FITTED		Extended Warrant	
1. ....	2. ....	1. <input checked="" type="checkbox"/>	2. <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. ....	5. ....	3. <input checked="" type="checkbox"/>	5. ....	Teflon Yes <input type="checkbox"/> No <input type="checkbox"/>	Anti Rust Yes <input type="checkbox"/> No <input type="checkbox"/>
5. ....	6. ....	5. ....	6. ....	Coloured Bumper Yes <input type="checkbox"/> No <input type="checkbox"/>	

### UNDERTAKING

I/We read and understood the enclosed terms and conditions of booking and sale, and accept the same. I/We have booked this vehicle for own use and no other booking is pending for Car M-800 (Std. Or AC) and Omni in this city. I/We agree that in the event of any information provided in this form being found to be incorrect / wrong, MUL may cancel my / our booking and refund the money to me / us after deduction the cancellation charges and further in that event, No interest would be payable to me / us on the booking amount.

Date : 21/11/07

Rakesh Tripathi  
 Signature of Customer / Designation

Signature of Dealer's representative  
Manish  
 Name & Designation

PROMOTIONAL SCHEME  
12500/-  
Gift

• Order bookin form can not be used as money receipt.  
 • Cash to be deposited at companv cash counter only. Official slaned receipt must be collected.

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BRIGHT 4 WHEEL PVT. LTD.  
( Authorised Maruti Dealer )  
11/CP-4, VIKAS NAGAR, RING ROAD, LUCKNOW - 226001 (U.P.)  
Phone No. : 0522-2739501, 502, 505

DELIVERY RECEIPT

SA/DR/NO. : 57 Dated : 21/11/2007  
Name : MR. RAKESH TRIPATHI  
Address : 2/418,  
SECTOR-H,  
JANKIPURAM  
LUCKNOW

Received from : BRIGHT 4 WHEEL SALES PVT. LTD.  
In good condition and working order with all tools and  
Accessories as per manufacturer's specification against my / our  
Allotment No. : 1305-0000099

- TOOLS & ACCESSORIES
- Blower, Ashtray, Carpet With Padding
  - Rear Side View Mirror, Jack &
  - Jack Handle, Spare Tyre, Tube &
  - Ris, Owner's Manual, Service Book

PARTICULARS OF VEHICLE

- 1. MODEL : ALTO LX BS III
- 2. CHASSIS NO : 1056648
- 3. ENGINE NO : 3464699
- 4. COLOR : MET. WINE RED

- Toolkit Consisting Of :
- (a) Tool Case
  - (b) Open end Wrench (8&100mm)  
(For Omni Only)
  - (c) Wheel Nut Wrench
  - (d) Two Head Light Bulb
  - (e) One First Aid Box
  - (f) One Triangular Reflector

REMARKS

DELIVERED BY *Mamish* ..... CUSTOMER SIGNATURE *Rakesh* .....

VEHICLE (PDI) CHECKED BY..... DATE... *21/11/07* .....

FOR BRIGHT 4 WHEEL SALES PVT. LTD.

Customer Signature at the time Of Delivery (Authorised Signatory)



TRANSPORT DEPARTMENT UTTAR PRADESH

परिवहन विभाग उत्तर प्रदेश

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

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

Registration Number (पंजीकरण संख्या)	UP32CF775L	Registration Date (पंजी.तिथि)	06-DEC-2007
Owner's Name & Address (वाहन स्वामी का नाम एवं पता)	MR. RAKESH TRIPATHI MR. RAVI RAM TRIPATHI 2/418, SECTOR-H JANKIPURAM LUCKNOW	Owner's Serial (वाहन स्वामी क्रमांक)	1
Dealer's Name & Address (विक्रेता का नाम)	BRIGHT 4-WHEEL SALES PVT.LTD. 11/CP-6, VIKAS NAGAR NEAR MINI STADIUM RING ROAD LKO.	Manufacturing Year (निर्माण का वर्ष)	2007
Vehicle Class (श्रेणी)	L.M.V. (CAR)	No. of Cylinders (सिलेन्डर की संख्या)	4
Chassis Number (चेसिस संख्या)	MARUTI ALTO LX BS-III MAGEYD8190L056648	Unladen Weight (खाली भार)	735
Engine Number (इंजन संख्या)	F8DN3484899	Laden Weight (भरा हुआ भार)	0
Type of Body (बाडी का प्रकार)	SALOON	Seating Capacity (सीट क्षमता)	0
Maker's Name (निर्माता का नाम)	MARUTI UDYOG LIMITED	Colour (रंग)	WINE RED
HP / Lease Agreement with (हाइपोथिकेट/ लीज समझौता किससे)		Horse Power (अव शक्ति)	75000
		Fuel Used (इंधन)	PETROL
		Tax paid upto (कर भुगतान)	One Time Tax
		Tax Rate (कर-दर)	6574 (0)
		Fitness Valid upto (पंजीयन की वैधता)	07 DEC-2022
		Wheel Base (व्हील बेस)	

Description and Size of Tyres

(टायरों 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)

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)

Fresh Registration

Sr. No. RC.-A 0900327  
(क्र.सं.)

Specimen Signature of the Owner  
वाहन स्वामी के हस्ताक्षर

Specimen Signature of Financier  
वित्त पोषक के हस्ताक्षर

कर/पंजीयन अधिकारी  
मोटर वाहन विभाग, लखनऊ  
Signature of Registration Authority  
पंजीयन अधिकारी के हस्ताक्षर

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BRIGHT 4 WHEEL SALES PVT. LTD.  
( Authorised Maruti Dealer )  
11/CP-6, VIKAS NAGAR, RING ROAD, LUCKNOW - 226001 (U.P.)  
Phone No. : 0522-2739501, 502, 505

RECEIPT

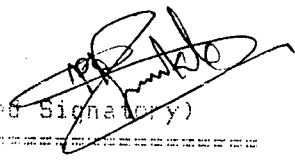
Receipt No : 136 Date : 21/11/2007  
ALLOTMENT NO : 1305-0000099 COLOR : MET. WINE RED  
MODEL : ALTO LX BS III

Received with thanks from : MR. RAKESH TRIPATHI  
2/418,  
SECTOR-H,  
JANKIPURAM  
LUCKNOW

S.No	Mode	No.	Dated	Drawn On	Favouring	Amount
1	DD No.	002733	08/11/2007	BANK OF INDIA	BRIGHT 4 W	<u>313863 00</u>

Total Rs. : 313863.00  
THREE LAKH THIRTEEN THOUSAND EIGHT HUNDRED SIXTY THREE & PAISE ZERO ONLY  
For BRIGHT 4 WHEEL SALES PVT. LTD.

\* CHEQUE SUBJECT TO REALISATION

  
(Authorised Signatory)

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बैंक ऑफ इंडिया  
रिश्तों की जमा पूँजी

Bank of India  
Relationships Beyond Banking

टेढ़ी पुलिया शाखा

एम०एम०एस० २/१३ सीतापुर रोड योजना,  
टेढ़ी पुलिया, कुर्सी रोड, लखनऊ-२२६ ०२२ (उ०प्र०)  
दूरभाष : (0522) 2363127, 2733652  
संदर्भ सं० / Ref. No. / टी.पी. /

Terhi Pulia Branch

MMS 2/13, Sitapur Road Scheme,  
Terhi Pulia, Kursi Road, Lucknow -226 022 (U.P.)  
Telephone : (0522) 2363127, 2733652

Date 08.11.07

श्री

Sri Rakesh Tripathi  
2/418, Sec H.  
Jankipuram,  
Lucknow.

Ref:- Finance of Maruti Alto Lx Car

Sir,

As per your request, we have financed you for purchasing Maruti Alto Lx Car from Bright 4, wheel Pvt Ltd. costing Rs 313863/- (Three lac thirteen thousand eight hundred sixty three only).

Loan of Rs 250000/- (Two lac fifty thousand) has been sanctioned to you against margin of Rs 63863/- already paid by you. Captioned Loan will be repayable in 60 EMI of Rs 5789/- w.e.f. December 2007.

कृते बैंक ऑफ इंडिया  
For BANK OF INDIA

वॉरेण्ट प्रबन्धक/Senior Manager  
टेढ़ी पुलिया, लखनऊ/Tehri Pulia, Lko

प्रधान कार्यालय : स्टार हाउस, सी-५, जी ब्लॉक, बान्द्रा कुर्ला कॉम्प्लेक्स, बान्द्रा (पूर्व) मुम्बई-४०००५१  
Head Office : Star House, C-5, G, Block, Bandra Kurla Complex, Bandra (East), Mumbai-400051



## ARRANGEMENT LETTER

Request-98

STATE BANK OF INDIA  
BRANCH.....Ghazipur.....To,  
Shri/Smt.Kum.  
Rakesh Tripathi  
Student Magistrate GhazipurDate : 29-10-2007

Dear Sir,

PERSONAL SEGMENT ADVANCES :  
PERSONAL LOAN SCHEME  
TERM LOAN OF RS.....2.75.....LAKHS

With reference to your application dated 29-10-07....., we hereby sanction you a Loan/Overdraft\* (delete which is not applicable) of Rs. 2,75,000/- (Rupees Twenty five thousand only) on the following terms and conditions :

## 1. PURPOSE :

The loan is sanctioned to you as per your application dated 29-10-07.....

## 2. RATE OF INTEREST :

## Fixed Rate of Interest\* :

Interest on the loan will be charged at.....% p.a. on highest monthly reducing balance at quarterly rests. In the event of a default in payment or any irregularity in account, 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.....% p.a. over PLR/SBAR/SBMTLR\* which is currently.....% p.a. (The current effective rate being.....% 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 newspapers/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.

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3. REPAYMENT :

The loan is to be repaid in 48 Equated Monthly Instalment of Rs. 2,200/-. 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. 2,200/- will commence from the month following the month in which the documents are executed.\*

4. \*SECURITY : Personal Guarantee of Vijay Babasaheb Yashwantrao (spouse)

5. PROCESSING CHARGES :

Processing charges of Rs. 7500/- (Rs. Seven thousand fifty only) are payable immediately.


6. In respect of a bounced PDC (post dated cheque) obtained for repayment of the loan, a penalty of Rs. 250/- per cheque will be recovered in addition to the penal interest.

"Besides the Bank shall also charge a penalty, the rate of which shall be at the discretion of the Bank, for every bounced cheque for any reason whatsoever in addition to the enhanced rate of interest as applicable." (CIRCULAR NO. CirCO/ADV/21 OF 2004-2005 Dated 17.04.2004)

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 for a period of 45 days from the date of this letter.

Yours faithfully,

  
Branch Manager

Received the original. Terms and conditions accepted.

Rakesh  
Borrower(s)

Date 29.10.2007

Terms and conditions of the loan are noted.

Arun Kumar  
Guarantor(s)

Date 29.10.2007

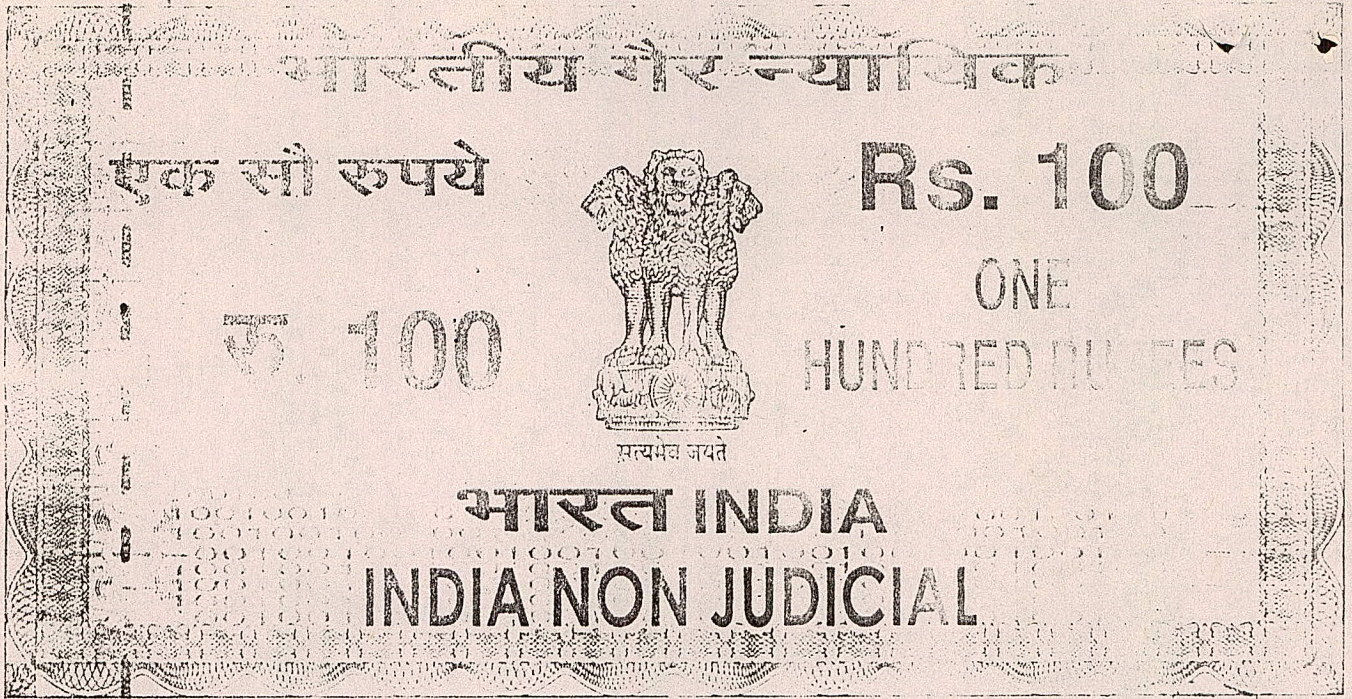
\*delete if not applicable.

PLR : PRIME LENDING RATE

SBAR : STATE BANK ADVANCE RATE

SBMTLR : STATE BANK MEDIUM TERM LENDING RATE

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उत्तर प्रदेश UTTAR PRADESH

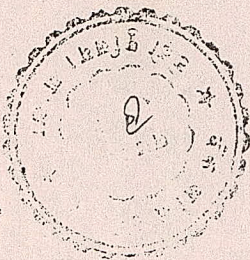
909282

Lucknow  
01/11/67

Bank of India,  
Toshipullia,

Shri's agreement made at Lucknow.

(cont. ---)



Karan

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# BANK OF INDIA

## AGREEMENT OF HYPOTHECATION FOR CONSUMER LOAN IN RESPECT OF VEHICLES

THIS AGREEMENT made at ..... the  
 ..... day of November  
 and 2007, Raebareilly Between ..... (hereinafter referred  
 to as "the Borrower" which expression shall include his/her heirs executors and administrators, legal  
 representatives, estate and effects) of the One Part and BANK OF INDIA a body corporate established under  
 Section 3 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1969 and having its Head  
 Office at Express Tower, Nariman Point, Mumbai, and a Branch Office amongst other places at Raebareilly  
 ..... (hereinafter referred to as "the Bank " which expression shall  
 include its successors and assigns) of the Other part :

Rakesh

WHEREAS the Borrower applied to the Bank for a loan of Rs. 2,50,000/-  
 for the express purpose of enabling the Borrower to purchase the new/second hand motor car/four wheeler  
 vehicle/scooter/motorcycle/autocycle described in Schedule "A" hereunder written which the Bank agreed to  
 do upon having repayment thereof secured on the terms and conditions hereinafter mentioned. AND  
 WHEREAS the Bank has before execution of these presents granted /agreed to grant to the Borrower the said  
 loan of Rs. 2,50,000/- and the Borrower has purchased/agreed to purchase the said motor car/  
 four wheeler vehicle/scooter/motorcycle/autocycle .

NOW IT IS HEREBY AGREED between the parties as follows :

1) (a) the Borrower shall repay to the Bank at Lucknow the said  
 loan of Rs. 2,50,000/- by 60 equal monthly instalments of  
 Rs. .... each in the manner and on the days mentioned in Schedule "B"  
 hereunder written, the first of such instalments being payable on the 20th day of Dec 2007  
 and the subsequent instalments being payable on the 20th day of each succeeding  
 month until the entire loan is repaid, and

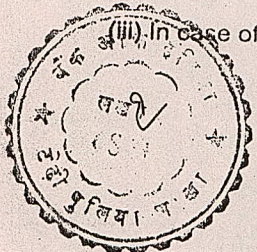
Rakesh

(b) (i) The Borrower shall so long as the said loan (i) or any part thereof remains unpaid pay to the Bank  
 Interest thereon or on the balance thereof due from time to time at the rate of 12.5 percent over Bank Rate  
 with a minimum of 12 percent per annum or at such other rates as may be notified by the Bank to the  
 Borrower from time to time with quarterly rests on the 30th day of March, June, September and December in  
 each year and so that such interest shall be calculated, and charged in accordance with the usual practice of  
 the Bank.

(ii) All interest which shall during the continuance of this agreement accrue due on the loan or any part  
 thereof for the time being remain unpaid and all other moneys which have become payable under this  
 Agreement shall, in case the same is not paid on the dates on which they accrue due carry further interest on  
 the same rates aforesaid computed from their respective due dates and shall become payable on the footing  
 of compound interest with rests taken or made quarterly as hereinabove provided.

(iii) In case of default in payment of instalment of principal, interest and all moneys payable under this

Rakesh



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Agreement on their respective due dates the borrower shall pay on defaulted amount liquidated damage @.....<sup>2</sup>..... percent per annum for the period of default and also defaulted amounts interest, further interest, liquidated damages which have become payable, but not paid shall stand secured under the security created in terms of these presents.

(iv) It is hereby further clarified that the charging of additional/further interest, compound interest, liquidated damage shall not entitle the borrower to commit default in payment of instalments and/or interest on due dates notwithstanding charging of such interest, liquidated damages the Bank shall be entitled to enforce security and take action as per the terms of this agreement.

2) The Borrower doth hereby hypothecate by way of first charge in favour of the Bank the said motor car/four wheeler vehicles/scooter/motorcycle/autocycle described in the Schedule "A" hereunder written (hereinafter called "the hypothecated article" which expression shall include all fittings, tools, spares, accessories and parts whatsoever pertaining to the said motor car/four wheeler vehicles/scooter/motorcycle/autocycle and all replacements or additions made therein or thereto from time to time ) as security for due repayment to the Bank at Lucknow of the said loan of Rs. 25,00,000/- and interest thereon by the instalments, on the days in the manner aforesaid and for costs, charges and expenses (the legal costs being between attorney and client) incurred by the Bank for the protection, preservation, defence and perfection of this security and for attempted or actual realisation thereof and recovery of its dues hereunder.

3) The borrower shall not during the continuance of this agreement sell, transfer, dispose of or pledge, hypothecate or otherwise charge, encumber, or in any manner part with the possession of the hypothecated article nor shall the Borrower do or permit to be done any act whereby the security hereinabove expressly given to the Bank shall in any way be prejudicially affected or whereby any distress or attachment or execution may be levied thereon by any creditor or other person or any Government or road transport or Municipal Authority or Body or any local authority or Body whatsoever.

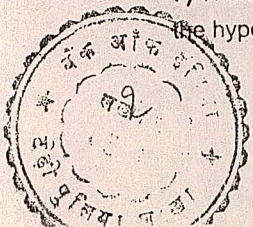
4) So long as any money remains due in respect of the said loan, the Borrower shall not take, or cause or permit to take the hypothecated article out of the state of U.P. (Lucknow).....without the previous consent in writing of the Bank and shall not use or permit or allow the same to be used contrary to law and shall not use or allow to be used the said motor car/scooter/motorcycle for any reliability trial or racing competition, without the permission of the Bank.

4) (A) The Borrower shall if so required by the Bank or in default the bank may itself cause a board with the name of the Bank legibly and distinctly printed, or written or painted thereon to be placed and all times maintained in a conspicuous position upon the hypothecated article.

5) The Borrower undertakes at all times to keep the hypothecated article and all parts thereof and all equipment therein thorough working order and in good repair and condition and to make no major alterations therein without the previous consent of the Bank and to keep the hypothecated article duly and regularly serviced and repaired. Provided always that the Borrower shall not have or be deemed to have any authority to create a lien upon the same in respect of such repairs.

6) The Borrower undertakes to indemnify the Bank against every and any kind of loss or damaged by reason of damage to or destruction of loss of the hypothecated equipment from any cause whatsoever or by reason of any claim by third person.

7) The Borrower shall notify the Bank at once of any change in his present address and the address to which the hypothecated article may be moved subject nevertheless to the provision of clause 4 above.



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8) The Borrower hereby irrevocably empowers the Bank and any person or persons from time to time authorised by the Bank in that behalf and without previous notice to the Borrower to take possession of and remove the hypothecated articles from any place where it may be lying at any time and enter into any garage or other premises whatsoever and wheresoever in which the hypothecated articles may be lying, either for the purpose of inspection or valuation thereof or for taking possession and removal thereof pursuant to the powers herein contained or for any other purpose mentioned in clause 14 herein and to remain on the premises or other premises so long as the Bank or its authorised representative may think necessary and for such purposes to do or cause to be done all such acts, deeds and things as the Bank or its authorised representative may in its or his discretion consider necessary or proper or desirable.

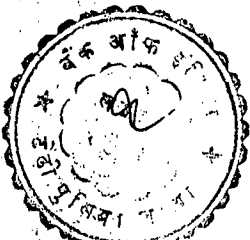
9) The Borrower shall whenever required by the Bank allow the Bank or its authorised agent to inspect and or value the hypothecated article. All costs, charges and expenses incurred by the Bank of and incident to such inspection and valuation shall be paid to the Bank forthwith on demand (the Bank's statement being conclusive) and until payment the same shall with interest at the rate of 12 percent per annum and shall be secured by a charge upon the hypothecated article. Any such valuation shall be conclusive and binding on the Borrower.

10) The Borrower shall pay all rents, taxes, and rates outgoings in respect of the premises in which the hypothecated article is or may be garaged and also all taxes, licence duties, fees, registration and other charges payable in respect of the hypothecated article either to the Government or to the Municipality or to any local or public body or authority. In default, the Bank may (but shall not be bound to) pay the same without prejudice to any of its rights hereunder.

11) The Borrower shall at his own expenses keep the hypothecated article insured against all such risks as may be required by law and also against all such further and other risks as the Bank shall from time to time require by the Bank in one or more insurance offices approved by the Bank in the joint names of the Borrower and the Bank and shall pay the premiums payable in respect thereof at least one week before the same shall have become due or payable and shall deliver to the Bank the policies of insurance (duly assigned to the Bank if so required by it) and shall keep on foot and maintain such insurances throughout the continuance of the security and deliver to the Bank the renewal receipts. The Borrower shall forthwith notify the Bank of any loss of or damage to the hypothecated article or any parts or accessories by theft, fire, collision, accident or any other cause and shall on the happening of any such event lodge the necessary claim with the Insurance Company within the prescribed time and shall also take steps to have the hypothecated article put in thorough working order and in good repair and condition as soon as possible. All money receivable by Borrower under the Insurance Policy shall be applied by him in or towards repayment of the amount for the time being due hereunder to the Bank.

12) If default is made by the Borrower in payment of any rents, rates, taxes, duties, fees, charges and outgoings or any premium or any costs, charges and expenses of keeping the hypothecated article, its parts and accessories in good repair and condition in and thorough working order or for any other purpose or of any other sum of money payable by the Borrower hereunder the Bank may (but shall not be bound to) pay the same without prejudice to its rights hereunder and all such sums of money shall be repaid by the Borrower forthwith on demand by the Bank. And shall until repayment with interest at the rate aforesaid be a charge on the hypothecated article.

13) Notwithstanding anything herein contained, the whole of the said loan or the entire balance thereof outstanding at the time shall become forthwith due and payable by the Borrower to the Bank and the Bank will be entitled to enforce its security hereunder upon the happening of any of the following events, namely--



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(a) any instalment of principal or interest on the said loan being unpaid for a period of 15 days after the respective due dates of payment thereof;

(b) any representation or statement in the Borrower's Loan Application being found to be materially incorrect;

(c) the Borrower committing any breach or default in the performance or observance of any term or condition contained in these presents;

(d) execution or distress or other process being enforced or levied upon or against the whole or any part of the Borrower's property whether secured to the Bank or not;

(e) the Borrower being adjudicated insolvent or taking advantage of any law for the relief of insolvent debtors on entering into any arrangement or composition with his creditors or committing any act of insolvency;

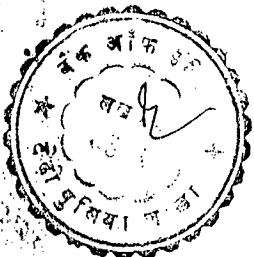
(f) if the Borrower shall without the consent in writing of the Bank create or attempt or purport to create any mortgage, charge, pledge, hypothecation or lien or encumbrance on the motor car/ scooter/motorcycle/ autocycle which is the subject of the Bank's security hereunder;

(g) if any event or circumstance shall occur which shall in the opinion of the Bank be prejudicial to or endanger or be likely to prejudice or endanger its security hereunder.

14) On the happening of any of the defaults or acts, events or circumstances mentioned in clause 13 above, the Bank shall if it so thinks fit be entitled any time or times after such default, act, event or circumstance occurs or happens at the risk and expense of the Borrower and without any notice to the Borrower to take possession of and remove the hypothecated article from any place where it may be lying and to enter (and for that purpose to do any necessary act, deed or thing) and remain in or upon any garage or place where the hypothecated article may be and to inspect, value, insure and take charge or possession of the hypothecated articles and remove the same from such garage or premises and for all or any of the said purposes to do any acts, deeds or things which the Bank may in its discretion think necessary or proper and to seize, recover, receive appoint receivers or remove the hypothecated article and thereupon forthwith or at any time from time to time after giving not less than 15 days notice at least to sell the hypothecated articles by public auction or private contract or by tender or otherwise dispose of or deal with the hypothecated articles at such price and in such manner and upon such terms and conditions as the Bank shall think fit and to apply the net sale proceeds towards the repayment of the balance due in the said Loan Account together with all interest due thereon upon the said date of such application and also all costs, charges and expenses and other moneys payable by the Borrower under the terms hereof. And to enforce realise, settle, compromise and deal with any rights aforesaid without being bound to exercise any of these powers or being liable for any losses in the exercise thereof and without prejudice to the Bank's rights and remedies of suit or otherwise and notwithstanding there may be any pending suit of other proceedings. The Borrower hereby also agrees to accept as final and conclusive (both in and out of court) the Bank's accounts of sale and realisation and to pay any shortfall or deficiency thereby shown; and if the net sum realised by such sale shall be insufficient to pay the amount secured, the Bank shall be at liberty to set off and apply (without any prior notice to the Borrower) any other money or moneys in the hands of the Bank standing to the credit of or belonging to the Borrower in or towards the payments of the balance And in the event of there being still a deficiency, the Borrower shall forthwith pay such deficiency. Provided that nothing contained shall in any manner prejudice or affect the Bank's remedy against the Borrower personally.

15) The Borrower hereby declares and guarantees that the hypothecated article is and shall remain the absolute and unencumbered property of the Borrower with full power of disposition there over.

16) The Borrower shall furnish (and verify all statements and) information from time to time and as required by the Bank and give and execute any necessary documents required to give effect to this security.



Kadon

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17) The Borrower agrees to accept as conclusive proof of the correctness of any sum claimed to be due from him to the Bank under this Agreement a statement of account made out from the books of the Bank and signed by the manager/ Agent/ Accountant and or other duly authorised officer of the Bank without the production of any other voucher, document or paper.

18) That the Bank shall not in any way be liable or responsible for any damage or depreciation which the hypothecated article or any part thereof may suffer or sustain on any account whatsoever while the same shall at any time come into possession of the Bank.

19) The borrower shall open and maintain with the Bank a current or savings Bank account and keep the Account in sufficient funds and hereby irrevocably authorises the Bank to debit the same with the amount of each instalment of the loan and interest thereon as and when it falls due. The Bank shall also have the right to set-off without any prior notice the balance due in the said account and also in any other account whatsoever of the Borrower with the Bank, against the balance due in the said Loan Account and all other moneys payable hereunder by the Borrower to the Bank at any time after the balance in the said Loan account has become payable under the terms hereof.

20) The Borrower shall inform the Bank promptly of any notice or intimation received from any Government, Semi-Government, Road Transport, Revenue, Municipal or Local or other authorities regarding any default or delay by the Borrower in payment of any taxes, fees, cess rents or any statutory or any other dues or liability of the Borrower.

21) Nothing herein shall operate to prejudice the Bank's rights or remedies in respect of any present or future security, guarantee, obligation or decree for any indebtedness or liability of the Borrower to the Bank.

22) In addition to any general lien or similar rights to which the Bank may be entitled by law, the Bank may at any time and without notice to the Borrower combine or consolidate all or any of the Accounts of the Borrower with the Bank and liabilities to the Bank and set-off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Borrower to the Bank on any other account or in any other respects, whether such liabilities be actual or contingent, primary or collateral or several or joint.

23) Nothing herein shall operate to prejudice the Bank's rights or remedies in respect of any present or future security, guarantee, obligation or decree for any indebtedness or liability of the Borrower to the Bank.

24) Any notice by way of request or otherwise hereunder may be given by the Bank to the Borrower personally or may be left at the then or last known place of business or residence of the Borrower in the Republic of India as the case may be addressed to the Borrower or may be sent by post to the Borrower as aforesaid and if sent by post, such notice shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice when given by post, it shall be sufficient to prove that the envelope containing the notice was posted, and a certificate signed by the Bank's Local Manager or Agent that the envelope was so posted shall be conclusive, if by reason of absence from India as the case may be or otherwise, any such notice to the Borrower cannot be given, then the same if inserted once as an advertisement in a newspaper circulating in the district where the Borrower was last known to reside or carry on business shall be deemed to have been effectually given and received on the day on which such advertisement appears.



*Ratan*



IN WITNESS WHERE OF the Borrower has executed these presents the day and year first above written.

SCHEDULE "A"

(description of the hypothecated article)

Mahuli Alto Car

SCHEDULE "B"

Amount of Instalments Rs. Rs. 5500/-

Date of payment of Instalments : 30th of every month

Signed and delivered by the  
within name Shri Rakesh Tompath.

Document checked by

*Rakesh*

SIGNATURE

Dated : 07/11/07

(NOT TO BE ATTESTED)

Doc. checked  
&  
Kojuro



*Request. 98*

DATE: 10-01-2008

BANK OF INDIA TERHI PULIA

BRANCH

PAGE:1

MR. RAKESH TRIPATHI  
2/418, SEC-H,  
JANKIPURAM,  
LUCKNOW-226021  
UTTAR PRADESH  
INDIA

CUSTID :102070963  
A/C No :682160510000017  
TYPE :STAR AUTOFIN -TL (EI)  
CURRENCY :INR

Statement of Account from 06-11-2007 to 10-01-2008

Date	Description	Instr. No.	Debits	Credits	Balance
06-NOV-2007	B/F				0
08-Nov-2007	PSI.		2,50,000.00		2,50,000.00
30-11-2007	Value Dated				
26-Nov-2007	682160510000017:Normal Int.Coll:0		1,997.00		2,51,997.00
30-12-2007	Value Dated				
29-Dec-2007	682160510000017:Normal Int.Coll:3		2,745.00		2,54,742.00
30-12-2007	Value Dated				
29-Dec-2007	682160510000017:Penal Int.Coll:30		10.00		2,54,752.00
02-Jan-2008	LOAN INSTALLMENT. (Three Installments)			17,500.00	2,37,252.00
Grand Total:			2,54,752.00	17,500.00	2,37,252.00Dr

Dated:10-01-2008



Any discrepancy in this Statement of account should be notified to the Bank within a period of 30 days of receipt of this statement. If no such complaint is made within the period stated above, it will be treated that the entries/contents of this statement are checked and found correct.

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भारतीय स्टेट बैंक  
State Bank of India

GHAZIPUR  
NEARKOTWALI  
GHAZIPUR  
Branch Code 000080  
Branch Name

RAKESH TRIPATHI  
C. VICOUR  
GHAZIPUR  
GHAZIPUR

Account No. : 30267288230  
Product : XPRESGREDIT (PER)  
Currency : INR

Date 19/12/2007  
Cleared Balance

Time : 14:32:34  
7188300DR

E-mail  
Uncleared Amount : 000CR

+MOD Bal

Limit : 7500000

Drawn Power : 0

IntRate 1275% PA.

Statement from 11/01/2007 to 19/12/2007

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Sl No	Date	Value	Details	Chq.No.	Debit	Credit	Balance
BROUGHT FORWARD :							
			BM				
29	10/07	29/10/07	PROCESSING FEE		413.00		413.00Dr
29	10/07	29/10/07	DEBIT TRANSFER		75,000.00		75,413.00Dr
			TRANSFER TO 11156340				
29	10/07	29/10/07	RT 13.000 TO 12.750%				
31	10/07	31/10/07	PART PERIOD INTEREST		79.00		75,492.00Dr
30	11/07	30/11/07	INTEREST		791.00		76,283.00Dr
05	12/07	05/12/07	TRANSFER REPAYMENT C.			413.00	75,870.00Dr
05	12/07	05/12/07	TRANSFER REP-INTERES			870.00	75,000.00Dr
05	12/07	05/12/07	TRANSFER REPAYMENT			870.00	75,000.00Dr
05	12/07	05/12/07	DEPOSIT TRANSFER			917.00	74,083.00Dr
05	12/07	05/12/07	DEPOSIT TRANSFER			2,200.00	74,083.00Dr
			TRANSFER FROM				
			TR				
			TRANSFER FROM 111563				
18	12/07	18/12/07	DEPOSIT TRANSFER			2,200.00	71,883.00Dr
18	12/07	18/12/07	DEPOSIT TRANSFER			2,200.00	71,883.00Dr
			TRANSFER FROM				
			TRF FM.11156340291				
			TRANSFER FROM 111563				
CLOSING BALANCE:							71,883.00Dr
-----							
Statement Summary	Dr Count 4	Cr Count 7			76,283.00	9,670.00	

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