

26-2-07

26-2-07

Request-98

3323

Register No.....	IV/2742
.....	75

A

प्रेषक,

ऑनररूढ मौर्य,
सिविल जज, सीनियर डिवीजन,
वाराणसी।

1.3.07
23-5-7
1.3.07

सेवा में,

माननीय महानिबन्धक,
माननीय उच्च न्यायालय,
इलाहाबाद।

Seen by J. M. S.
Murtaga, J. M. 18-3-08

द्वारा :-

माननीय जनपद न्यायाधीश,
वाराणसी।

बिषय :- मारुती वैगन-आर, कार क्रय हेतु लिये गये ऋण के
सम्बन्ध में वांछित सूचना।

आदरणीय महोदय,

67 (745)
S.O. Adna M/S

ससम्मान निवेदन है कि माननीय न्यायालय द्वारा पत्रांक सं. 1763/4- 2742/एडीमन. १११/दिनांकित 7.2.07 द्वारा, प्रार्थी द्वारा क्रय की गयी मारुती वैगन-आर के सम्बन्ध में इनवायस एवं बैंक का प्रमाणपत्र/अरेन्जमेंट लेटर की माँग की गयी है। प्रार्थी द्वारा भारतीय स्टेट बैंक मुख्य शाखा, वाराणसी से उक्त कार क्रय हेतु रुपये 3,00,000/- का ऋण स्वीकृत कराया गया था। परन्तु मेरे द्वारा उक्त कार क्रय हेतु रुपये 2,88,914/- का ऋण बैंक से लिया गया था, जिसके सम्बन्ध में माननीय न्यायालय द्वारा वांछित प्रपत्र इनवायस एवं बैंक्स प्रमाणपत्र/अरेन्जमेंट लेटर की छाया प्रति पत्र के साथ संलग्न कर प्रेषित कर रहा हूँ।

D.R (M)
26-2-07

(4)
DR (M)
encl - 7 Pages

अतः माननीय महोदय से निवेदन है कि संलग्न प्रमाण पत्रों की प्राप्ति स्वीकार करते हुए अग्रिम कार्यवाही करने की महीत कृपा करें।

दिनांक: 17.2.07 ई०

सादर।

24 FEB 2007

भवदीय
ऑनररूढ मौर्य
सिविल जज, सीनियर डिवीजन,
वाराणसी।

A.R. S
25-5-07

संलग्नक: यथोपरि।

Office of the District Judge Varanasi
No. 210/11 Date 19.2.07
Forwarded.

District Judge
Varanasi

Request-98

AGR AUTOMOBILES PVT. LTD.
(Authorised Maruti Dealer)
B-38/2A, MAHMOORGANJ, GOPAL VIHAR COLONY, VARANASI
Phone No. : 2361136, 2360436

I N V O I C E

MR ANIRUDDHA MAURYA
A-1 PWD COLONY OLD CIRCUIT HOUSE

INVOICE NO. : 1112 DATE : 15/12/2006

VARANASI
Ph No: 9839142640

ALLOTMENT NO : 8403-0000126

BOOKING DATE : 15/12/2006

IA, VARANASI,

FINA : STATE BANK OF INDIA, STATE BANK OF IND

P A R T I C U L A R S			AMOUNT RS. (DR)	AMOUNT RS. (CR)
BR4CSF WAGONR LXI ELITE				
COLOR : OCEAN BLUE				
CHASSIS NO.	ENGINE NO	KEY NO		
482302	4306091	71122		
COST OF VEHICLE			318031.00	
UPTT @ 12 %			38164.00	
STATE DEVELOPMENT TAX @ 12%			3180.00	
TOTAL COST OF VEHICLE			359375.00	
DISCOUNT (CREDIT NOTE)				18500.00
RECT No.	DATE			
134	15/12/2006			65000.00
INSURANCE CHARGES			13041.00	
			372416.00	83500.00
BALANCE TO COLLECT / PAY			288916.00	
BALANCE AMOUNT RECEIVED / PAYMENT VIDE				
DOC NO.	DATE	AMOUNT		

Aniruddha Maurya

(Received By)

(ABHISHEK KUMAR SINGH) (pared By)

For AGR AUTOMOBILES PVT. LTD

Saurabh
(Authorised Signatory)

All disputes are subject to the jurisdiction of Varanasi courts only.
UPTT NO. VA - 0576509 D1: 10/10/05
CST NO. VA - 5316841 D1: 10/10/05

Carbow Business For P. Ltd. (Ph. 0542-282711, 282711)

Request-98



STATE BANK OF INDIA

To

STATE BANK OF INDIA
RASECC, VARANASI

The Branch Manager

STATE BANK OF INDIA

Varanasi Branch
Dear Sir / Madam,

RASECC / CL /

14-Dec-2000

PERSONAL SEGMENT ADVANCES
LOAN FOR PURCHASE OF CAR/VEHICLE -
MEDIUM TERM LOAN OF Rs. 300000.00

With reference to your letter No. MPTSP/CAR/301 dated 14/12/00, we have to advise having sanctioned a Car Loan limit of Rs. 300000.00 on the following terms and conditions to Shri. C. P. Singh, son of Mr. P. C. Singh, 17, Muzaffar

AMOUNT IN WORDS :

(Rupees Three Lacs Only)

PURPOSE :

The loan is sanctioned for the purpose of purchase car/vehicle

MARGIN :

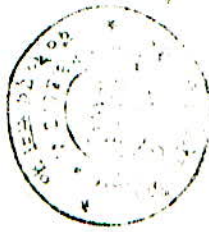
(23.56 % Margin applied under a Special Tie Up.)

FLOATING RATE OF INTEREST Special Rate under tie up.

Interest on this loan will be charged at 1.25 % below SBAR, effective rate being 9.75% per annum with monthly rests, the current effective rate being 9.75%. The rate of interest is subject to revision from time to time and you / applicant shall be deemed to have notice of changes in the rate of interest whenever the changes in SBAR 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 / applicant, etc. The Bank has the option to reduce or increase the EMI or extend the repayment period consequent upon changes in SBAR. 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. Concessional Rate under SBAR is "LOAN UTSAV" Mega Bonanza Offer.

Without prejudice to the above, other rights and remedies, the Bank shall be entitled to charge, at its own discretion, a penalty of interest on the outstanding in the loan (monthly) or a portion thereof or for any default or irregularity on the part of the borrower(s) which at the option of the Bank warrants charging of such rate of interest for such period as the Bank may deem fit. 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.

The rate of interest is subject to revision from time to time and you / applicant shall be deemed to have notice of changes in the rate of interest whenever the changes in SBAR 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 / applicant, etc. The Bank has the option to reduce or increase the EMI or extend the repayment period consequent upon changes in SBAR. 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.



Enclosure (1)

Request 98

REPAYMENT

The loan is to be repaid in 84 EMI of Rs. 4947

Repayment will start immediately till the entire loan with interest is fully repaid

The first instalment commences from the month following month of purchase of above said article(s)/ vehicle

Wherever repayment is through post dated cheques, the cheques should be dated prior to 7th of every month

Prepayment charges: The bank reserves the right to levy prepayment charges of 2% of the amount repaid in excess of the 84th EMI if the loan is taken over by any other bank / financial institution or the bank's stipulated expiry or half of the agreed repayment period

SECURITY: The loan will be secured by:

a Hypothecation of the consumer durable item(s) / two wheelers (as per purchase) of the amount in favour of the bank. Noting of Bank's Hypothecation charge in the Books of Motor and the Registration Book will be essential in respect of finance for two four wheeler vehicles. Applicant will also be required to furnish a copy of Registration Book to Bank's record later received by Bank's Hypothecation charge thereon by RTO.

Collateral by way of Third Party Guarantee (if any)

SECURITY DOCUMENTS:

The following documents will be executed by the branch from the borrower/borrower's representative
• Term Loan Agreement for Car Loan - Annexure E in respect of Disclosure to CIBIL and blank TO / TTD forms • Take Delivery Letter in respect of Vehicle / Car • Letter in respect of SBI Life

INSPECTION (IN A VEHICLE): Once at the time of purchase however, the Bank reserves its right to inspect the vehicle and registration documents at regular intervals.

SBI Life Group Insurance:

The advance will be covered by SBI Life Suraksha Group Insurance Scheme and the premium with Service Tax of 12.24% will be Rs. 1013.

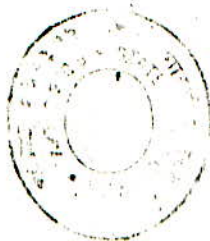
Legal Expenses: All expenses like lawyer's fees, insurance premium, stamp duty, registration charges and other incidental expenses incurred in connection with the loan are to be borne by the applicant

Insurance: The goods shall be kept comprehensively insured in the event of theft for the market value or at least 10% above the loan amount outstanding, whichever is higher. Bank's hypothecation charge is to be noted on the insurance policy and a copy of the policy is to be delivered to the Bank.

PROCESSING CHARGES

SPECIAL STIPULATIONS

Processing Charges: Rs. 750.00 are payable immediately. *To be reimbursed out of Borrower's Account*
1) Obtain SBI Life cover, 2) Obtain Check off facility/PDC for Borrower's Account, 3) Obtain Insurance as per the Up arrangements with New India Assurance Co. Ltd. against Corporate code, 4) Please obtain RTO Form 29, 30 & 35, 5) Please ensure that the required Margin Money is deposited in the A/C before Disbursement & issue Draft for full amount in favour of the Supplier. *Sanction / Page 2 / 3*



Request-98

DISBURSEMENT - The loan amount will be disbursed by means of account payee Bankers Cheque and shall be in the name of supplier/ dealer after execution of prescribed security documents. Also, for availing the benefit of concessional rate of interest under SBI "SBI LOAN UTSAV" Mega Bonanza Offer, the disbursement should be availed before 15 DAYS FROM THE DATE OF "IN PRINCIPLE APPROVAL".

The Letter of Arrangement as from the branch to the applicant alongwith all the documents duly filled in is enclosed. The duplicate copy of the Arrangement Letter of arrangement duly signed to obtain from the applicant duly signed by him and the guarantor(s) in token of acceptance of the terms and conditions detailed herewith.

Please note that the responsibility for execution of documents, disbursement, post disbursement documentation, post sanction visits and maintenance and recovery in respect of this account remains with the Branch.

The loan is also subject to other terms and conditions that may be prescribed by us from time to time and in the documents executed in connection with this loan. In this regard, we enclose herewith Centre Card for car loan, CIF data entry sheet, sheet containing details of account opening which will be useful to you at the time of opening the account and make the disbursement. We also enclose Disbursement Advice which must be sent back to us after disbursement for our information. Please note that the responsibility for execution of documents, disbursement, post disbursement documents, post sanction visits and maintenance and recovery in respect of this account remains with the Branch.

Yours faithfully,


ASSTT. GENERAL MANAGER(RASECC)



Request 98

(To be stamped as Deed of Hypothecation and Agreement in accordance with the Stamp Act of the state in which the document is executed. Not to be filled up)

Loan cum- Hypothecation Agreement

The State Bank of India having its Branch office at _____ hereinafter called the Bank which expression shall include its successors & assigns, having at the request of Aniruddha Maurya son/wife/ daughter of Shri M. Maurya, age 50 years and residing at A-1, PWD Colony, Old Circuit House, Varanasi-02, Mob -9839142640 respectively (hereinafter called the borrower which expression shall include his/her respective heirs, executors, administrators and trustees) have agreed to grant/granted to the Borrower a loan of Rs 300000.00 (Rupees Three Lacs Only) to enable the borrower to purchase car/vehicle more particularly specified and described in Schedule I hereto. (hereinafter referred to as article(s)) for his/her personal use as set forth in the Borrower's application dated the 14/12/2006 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 terms hereof.
3. The Borrower expressly agrees and undertakes to notify in writing of any circumstances affecting the correctness of any of the particulars set forth in his application immediately after the occurrence thereof
4. The Borrower expressly agrees and undertakes that the loan shall be used exclusively for the purposes set forth in his 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 in an authorized dealer of the vehicle directly against their invoice on receiving information that the vehicle would be delivered to him on payment within _____ days of payment. However, in deserving cases where the borrower has purchased the vehicle with his own funds, the Bank may pay a loan up to _____ % of the cost of the vehicle. The borrower shall produce to the Bank the original receipts for having purchased the vehicle and shall hand over photocopy of the said receipt to the Bank for its record.
6. The Borrower shall repay to the Bank the amount of the loan and interest (if given in 84 / EMI) of 40-42/- each, commencing from the next month of disbursement till the entire loan with interest is fully repaid. This E.M.I. also includes interest component. The interest on the amount of loan will be applied at 12% per annum. The Bank reserves the right to refer to its SBAR, rising and falling therewith after the rate of 9.75% per annum with monthly rests, calculated on the daily balance of the loan amount. The Bank has the right to change the rate of interest from time to time be entitled to change the rate of interest depending on changes in SBAR. Notwithstanding the aforesaid, the Bank is entitled to increase the rate of interest without any variation in the SBAR. Such revised rate of interest shall always be communicated to the borrower(s) in writing and hereby secured. Borrower(s) shall be deemed to have accepted change in the rate of interest whenever such notices are displayed on the display board at the Branch office and shall be responsible for the same. The borrower(s) shall be deemed to have accepted the same to the borrower(s).



Aniruddha Maurya

Without prejudice to the Bank's other rights and remedies, the Bank shall be entitled to charge at its own discretion enhanced rates of interest on the outstanding loan account(s) or a portion thereof or for any default or irregularity on the part of the borrower(s) which in the opinion of the Bank warrants charging of such enhanced rates of interest for such period as the bank may deem fit.

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.

6 (a) Further, 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 herein before mentioned, as the Bank may specify. The Equated Monthly Installments will have to be paid till the entire loan and the interest is fully repaid. Further, the amount of Equated Monthly Installment may change/increase as may be decided by the Bank.

6 (b) The Bank reserves the right to levy a payment charges of 2% of the amount prepaid in excess of normal EMI dues if

I. the loan is taken over by any other bank/financial institution

Or

II. the loan is repaid before expiry of half of the agreed repayment period

Or

III. partial repayment is being made in the first year

7. On demand the Borrower agrees to tender to the Bank post-dated cheques for the monthly instalments and the Borrower warrants that the cheques will be honoured on first presentation. Any non presentation of a cheque due for any reason will not affect the liability of the Borrower to pay the monthly instalments or any other sum. The borrower agrees to forthwith replace the cheque if it is found to be dishonoured by the Bank. The borrower shall not be entitled to deposit the Bank to return any cheque for payment and if the borrower does so, the Bank shall nevertheless be entitled to present the cheque for payment. In the event of dishonour the provisions under Chapter XVII of the Negotiable Instruments Act, 1881, shall apply.

8. As security for the repayment of the loan together with interest at the rates 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 by the borrower with the loan wherever it shall be kept.

9. 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 incurred thereon.

10. a. The borrower shall keep the hypothecated articles in good working order, repair and condition and shall permit the officer and other persons deputed by the Bank to have access to and inspect the same at any time as the Bank may require.

10. b. In case of hypothecation of vehicles the Bank's name shall be registered with appropriate Road Transport authority and the Borrower undertakes to get such hypothecation to the bank marked in Registration book of the vehicle immediately after purchase of the vehicle.

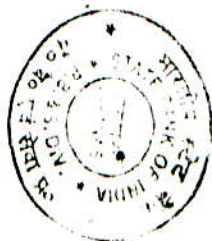
11. The borrower will intimate immediately after purchase of the vehicle the location where the vehicle will be garaged. Any change in address/location of the garage will be intimated forthwith.

12. The Bank its agents and nominees shall be entitled at all times to enter any place where the hypothecated vehicle is garaged and on the occurrence of either of (i) default in payment of more than two instalments of equated or more than one post dated cheques, or (ii) any other event which in the opinion of the Bank will adversely affect the security assigned to the Bank, they will be authorized to take possession of/seize the vehicle and eventually sell it off in auction/private treaty for satisfaction of the Bank's dues.

The Bank shall be entitled at all times to apply any other money or moneys in its hand stand to the credit of or belonging to the Borrower in or towards payment of any amount for the time being payable to the Bank and to recover at any time from the Borrower by sell or otherwise the balance remaining payable to the Bank.

The Bank also preserves the right to note held on other deposits of the Borrower as collateral security for the loan.

Indraprastha Mortgage



13. Wherever a vehicle has been purchased out of the loan sanctioned, the borrower shall keep the vehicle compulsorily insured in Indian name with an Insurance Company approved by the Bank for the period viz. for the extent of at least 10% over the loan amount of out standing whichever is higher and the Bank's title for such hypothecation shall be noted in the certificate of insurance and the insurance policy.

The Borrower shall produce to the Bank from time to time relevant 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 vehicle 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 expense 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. If the Borrower in any sum received under any such insurance shall be applied in or towards the discharge of any amount due to the Bank on account of the said loan interest and other charges as aforesaid and in the events of there being a surplus the same shall be returned to the Borrower.

13(a) The borrower(s) hereby further agree that in the event of the loan advanced herein being repaid by the borrower(s) in full or in part in respect of the loan advanced, the repayment of the loan shall be made to the Reserve Bank of India or to any of the branches of the Bank or to the Reserve Bank of India or to any of the branches of the Bank in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.

13 (b) The borrower(s) hereby agree and give consent for disclosure to the Bank all or any (s) information and data relating to the borrower(s) information or data relating to any credit facility availed or to be availed by the borrower(s) and default, if any, committed by the borrower(s) in discharge of his/her such obligation as the Bank may deem appropriate and to cause and furnish to Credit Information Bureau (India) Ltd. and any other agency authorized by the Reserve Bank of India for the purpose of the discharge of the loan and data furnished by him/them to the Bank are true and correct. The borrower(s) also agree that the Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information and data disclosed by the Bank in their name and for the purpose of the discharge of the loan and data furnished by them to Banks/Financial Institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

14. The Borrower agrees that if any instalment due hereunder shall not be paid on due date in the manner set out in clause C/A here in 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. This Agreement shall operate as a continuing security for all monies, indebtedness and liabilities aforesaid due by the Borrower to the Bank. It is agreed between the parties that at the written request of the Borrower the Bank may transfer the account to any of the branches within India from time to time provided sufficient notice in advance is given by the Borrower to the Bank. The Bank shall also be entitled to transfer the loan account to any other branch of the Bank and give notice to the Borrower.

16. Nothing contained in this agreement shall be construed to exclude the general lien of the Bank for any amount due to the Bank on any account or in respect of any liability of the Borrower to the Bank.

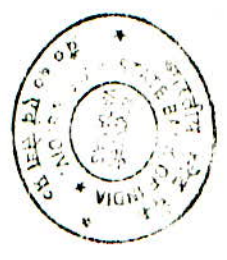
17. Nothing herein content shall prejudice any rights or remedies of the Bank in respect of any other present or future security, guarantee, obligation or decree for any indebtedness or liability of the Borrower to the Bank.

Wagon-R, LXI(M) SCHEDULED REFERRED TO ABOVE

(Details of article(s)/vehicle to be purchased)

Dated this 1st day of July 2001

M. Maurya (BORROWER)
M. Maurya s/wid of M. Maurya



To,
The District Judge
Varanasi.

Request-98

73
No. 1763 | IV-2742/Admin(A) | Dated 7.2.07

Subject - Information about purchase of Maruti Wagon R car by Sri. Aniruddha Maurya, Civil Judge (Sr. Div.), Varanasi.

Sir,

With reference to your evdt. no. 32/I dated 9.1.07 on the above subject, I am directed to say that Sri. Aniruddha Maurya, Civil Judge (Sr. Div.), Varanasi may kindly be asked to furnish copy of Invoice of the car and bank's certificate/Arrangement letter about terms and conditions of bank loan of Rs 2,88,914/-, taken for purchase of the car, so that further necessary action may be taken in the matter.

D.R.(M)

May issue?

ok. Jaiswal

31.1.07

in copy of bank

31/1/07

Issue
Jaiswal
05/02/07

Yours faithfully

Jaiswal

Dy. Registrar

74

No. 1764 | IV-2742/Admin(A) | Dated 7.2.07

Copy forwarded for information and necessary action to Sri. Aniruddha Maurya, Civil Judge (Sr. Div.), Varanasi.

Jaiswal

Dy. Registrar

Eight Page
12.1.07
16-1-07
65
15/01/07

Request-98

1207
Reg. No. IV/2742
17.1.07
29.1.07
72
18-1-07
22-1-07

From :
Aniruddha Maurya,
Civil Judge (S. D.)
Varanasi.

To,
The Registrar General,
High Court of Judicature at
ALLAHABAD.

Through : The District & Sessions Judge, Varanasi.

No. / **Dated** January, 2007, Varanasi.

Subject : Information regarding purchase of a new Maruti Wagon-R Car worth Rs. 3,65,000/- as required in C.L. No. 25/Admin. (A) dated 13-07-1998.

Respected Sir,

I have purchased a new Maruti Wagon-R Car bearing registration no. UP 65-AF 2700 worth Rs. 3,65,000/- and information of purchase is required, according to C.L. No. 25/Admin (A) dated 13-07-1998, thus, I am furnishing the information on the prescribed proforma as under :-

- 01- Date of Joining : 18-03-1996.
- 02- Gross Salary and home take salary : Rs. 28,020/- & Rs. 21,900/- respectively.
- 03- Earlier I had not purchased any property exceeding Rs. 10,000/-.
- 04- I have not received any loan from the Hon'ble High Court.
- 05- I borrowed Rs. 2,88,914/- as personal loan from the State Bank of India, Main Branch, Varanasi on 21/12-2006 monthly installment of which is Rs. 4942/- per month & entire amount is to be paid in 84 installments.

Seen by Mr. M. I. Murtaga, J. on 18.3.08

Ob 247
S.O. Adm. H/A

D.R.(M)
16-1-07

7
D.R.(M)
(Retort - S.S. Koch)

15 JAN 2007
Office of the District Judge Varanasi
No. 32/E Date 09.1.07
Forwarded.

District Judge
Varanasi

Handwritten signatures and dates: 21/1/07

Encl-6

- 06- This paragraph of proforma is not applicable.
- 07- Para 7 of the proforma is also not applicable.
- 08- Name of the dealer & : AGR, Auto Mobil (P) Ltd.
address B. 38/2-A, Mahmoorganj,
Varanasi (U.P.).
- 09- The dealer is reputed one and authorised dealer of Maruti Udyog Ltd.
- 10- The dealer is no way related to me neither I have decided in any case of the dealer nor any case is sub-judice before me.
- 11- Source of Money : The outstanding amount in saving account on the date of purchase was Rs. 1,75,908=40, out of which I paid Rs. 65,000/- and Rs. 11,086/- through A/c Payee Cheques 734551 dated 15-12-2006 and 734552 dated 30-12-2006.

I am enclosing herewith the photocopy of the passbook & receipt of the purchase.

It is, therefore, requested that the information may kindly be placed before Hon'ble Court for necessary action.

Encl. : As above.

Yours faithfully,


(Aniruddha Maurya)
Civil Judge (S.D.)
Varanasi.

THE CERTIFICATE OF INSURANCE

THE NEW INDIA ASSURANCE CO. LTD.

MARUTI INSURANCE SERVICING DO 312600
 2nd Floor, Jeevan Deep Bldg., No-8, Parliament Street, New Delhi-110 001
 Tel : 011-41016225, 41501516 Fax : 41016226 E-mail : 312600nia@airtelbroadband.in

Request-99

NEW INDIA ASSURANCE COMPANY LTD. POLICY SCHEDULE

2nd Floor, Jeevan Deep Building, 8 Parliament Street, New Delhi - 110 001.
 Tel: 011-41016225, 6, e-mail - nia312600@airtelbroadband.in
 Toll Free/Customer Care No:1800-1800-180,98118-01515
 Service Tax Registration No AAACN 4165 CST 178
 Certificate Cum Policy Schedule



Policy No. : 1602	Category : Policy (Private Vehicle) [Issued at 6:25:39 PM on 15-Dec-2006]
THE INSURED :	Name : Mr. ANIRUDDHA MAURYA Address : A-1, P.W.D. COLONY, OLD CIRCUIT HOUSE, VARANASI, VARANASI - 221002,Uttar Pradesh Business : Service/Salaried
Period Of Insurance : From 6:24:26 PM on 15-Dec-2006 to midnight on 14-Dec-2007	

The vehicle : Maruti /Wagon R Lxi/MARUTI WAGON-R LXI B5 171	Date and Proposal no. : 15-Dec-2006/P00982783.					
Geographical Area	Engine-Chassis No.	Type of body	CC	Mfg. Year	Seating capacity	Registration Mark & Place Of Registration
INDIA	4306091-482302	SALOON	1061	2006	4	VARANASI

INSURED'S DECLARED VALUE

Vehicle	Non Elec accessories	Elec accessories	CNG/LPG kit	Total Value (IDV)
341406	0	0	0	341406

Schedule Of Premium

A. OWN DAMAGE		B. LIABILITY	
Vehicle & Accessories :	10,894	Vehicle	600
Total	10,894	Total	600
Add	10,894	Add	600
b) Geographical Area Extn.	NA	a) Compulsory PA Cover Premium	100
Sub-Total Additions	0	b) Additional PA Cover Premium (0 per person)(IMT-16)	NA
c) 5% Extra premium towards inbuilt CNG	NA	d) Legal Liability (WC) to Driver (IMT-28)	25
d) Auto Association membership	NA	Sub-Total Additions	125
Sub-Total (deductions)	0		
Total (A)	10,894	Total (B)	725
Note :-		Grand Total	11619
1. If the premium is paid by Cheque, the issue of Policy is subject to the realisation of Cheque.		Service Tax @ 12.24%	1422
2. Consolidated Stamp duty paid.		Total Premium	13041

Compulsory Deductibles 500

Limitations as to use: (1) Use only for social domestic and pleasure purposes and for the Insured's business. The Policy does not cover the use for (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 if that person satisfies the requirements of Rule 3 of the Central Motor Vehicles Rules, 1989.

Limits of Liability: 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. 7.5 Lakhs. 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 with in 90 days of the expiry date of the previous policy.

Lease/HP/Hypothecation : STATE BANK OF INDIA , M.P.S.F. BRANCH, VARANASI

Subject to I.M.T. Endt. Nos. & memorandum : 7 15 22 28 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 shall hold good.

I/We hereby certify that the policy to which this certificate relates as well as this certificate of insurance are issued in accordance with the provisions of chapter X and chapter XI of M.V. act, 1988.
 For & on behalf of New India Assurance Co. Ltd.



Authorized Signatory

On the behalf of AGR Automobiles Pvt Ltd

Issued by Maruti Insurance Agency Solution Ltd. as Corporate Agents of New India Assurance Co Ltd

TRANSPORT DEPARTMENT, UTTAR PRADESH

परिवहन विभाग, उत्तर प्रदेश

Request 98



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

Registration Number (पंजीकरण संख्या)	UP65AF2700	Registration Date (पंजी. तिथि)	27-DEC-2006
Owner's Name & Address (वाहन स्वामी का नाम एवं पता)	SRI ANIRUDDHA MAURYA SHRI M. MAURYA A-1-P.W.D. COLONY OLD CIRCUIT HOUSE	Owner's Serial (वाहन स्वामी क्रमांक)	1
Dealer's Name & Address (विक्रेता का नाम)	VARANASI AGR AUTO PVT LTD. V-38/2A MAHMOORGANJ	Manufacturing Year (निर्माण का वर्ष)	2006
Vehicle Class (श्रेणी)	GOPAL VIHAR COL VARANASI	No. of Cylinders (सिलिन्डर की संख्या)	4
Chassis Number (चेसिस संख्या)	L.M.V. (CAR) WAGON R	Unladen Weight (खाली भार)	825
Engine Number (इंजन संख्या)	MA3EED81S00482302	Laden Weight (भरा हुआ भार)	0
Type of Body (वाडी का प्रकार)	MA3EED81S004306091	Seating Capacity (सीट क्षमता)	5
Maker's Name (निर्माता का नाम)	SALOON	Colour (रंग)	5 D BLUE
HP / Lease Agreement with (हाइपोथेक/लीज समझौता किससे)	MARUTI UDYOG LIMITED S.B.I. VARANASI	Horse Power (अश्व शक्ति)	1061CC
Description and Size of Tyres (टायरों का विवरण एवं आकार)		Fuel Used (इंधन)	PETROL
(a) Front Axle (फ्रंट एक्सल)		Tax paid upto (कर भुगतान)	One Time Tax
(b) Rear Axle (रियर एक्सल)		Tax Rate (कर-दर)	7223
(c) Any other Axle (अन्य कोई एक्सल)		Fitness Valid upto (पंजीयन की वैधता)	26-DEC-2021
(d) Tandem Axle (टेन्डम एक्सल)		Wheel Base (व्हील बेस)	
Fresh Registration		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 (टेन्डम एक्सल)	

Sr. No. RC.-0559421
(क्र.सं.)

Specimen Signature of the Owner
वाहन स्वामी के हस्ताक्षर

Specimen Signature of Financier
वित्त पोषक के हस्ताक्षर

Signature of Registration Authority
पंजीयन अधिकारी के हस्ताक्षर

27/12

Request-98

AGR AUTOMOBILES PVT. LTD.

(Authorised Maruti Dealer)
B-39/2A, MAHMOORGANJ, GOPAL VIHAR COLONY, VARANASI (U.P.)
Phone No. : 2361136, 2360436

RECEIPT

Receipt No : 210 Date : 31/12/2006
ALLOTMENT NO : 8403-0000136 COLOR : OCEAN BLUE
MODEL : WAGONR LXI EIII

Received with thanks from :

MR ANIRUDDHA MAURYA
A-1 PWD COLONY OLD CIRCUIT HOUSE

VARANASI

Hypothecated to : STATE BANK OF INDIA

No	Mode	No.	Dated	Drawn On	Favouring	Amount
Cheque No.		734552	30/12/2006	SBI	AGR Automob	11086.00

Total Rs. : 11086.00

ELEVEN THOUSAND EIGHTY SIX & PAISE ZERO ONLY

For AGR Automobiles Pvt. Ltd.

CHEQUE SUBJECT TO REALISATION

Rajaw Sinistram

E. J. G. M.

(Authorised Signatory)

B. J.

Request 98

(Authorised Maruti Dealer)

B-38/2A, MAHMOORGANJ, GOPAL VIHAR COLONY, VARANASI (U.P.)

Phone No. : 2361136, 2360436

RECEIPT

Receipt No : 134
 ALLOTMENT NO : 8403-0000126
 MODEL : WAGONR LXI EIII

Date : 15/12/2006
 COLOR : OCEAN BLUE

Received with thanks from :

MR ANIRUDDHA MAURYA
 A-1 PWD COLONY OLD CIRCUIT HOUSE

VARANASI

Hypothecated to : STATE BANK OF INDIA

S.No	Mode	No.	Dated	Drawn On	Favouring	Amount
1	Cheque No.	734551	15/12/2006	SBI	AGR Automob	65000.00

Total Rs. : 65000.00
 SIXTY FIVE THOUSAND & PAISE ZERO ONLY

For AGR Automobiles Pvt. Ltd.

* CHEQUE, SUBJECT TO REALISATION

Rajaw Silvastava

T. S. Jaiswal

(Authorised Signatory)

AGR AUTOMOBILES PVT. LTD.

(Authorised Maruti Dealer)

B-38/2A, MAHMOORGANJ, GOPAL VIHAR COLONY, VARANASI (U.P.)
Phone No. : 2361136, 2360436

Request 98

RECEIPT

Receipt No : 195 Date : 28/12/2006
ALLOTMENT NO : 8403-0000126 COLOR : OCEAN BLUE
MODEL : WAGONR LXI EIII

Received with thanks from : MR ANIRUDDHA MAURYA
A-1 FWD COLONY OLD CIRCUIT HOUSE

VARANASI

Hypothecated to : STATE BANK OF INDIA

S.No	Mode	No.	Dated	Drawn On	Favouring	Amount
1	DD No.	044119	28/12/2006	SBI	AGR Automob	288914

Total Rs. : 288914.00
TWO LAKH EIGHTY EIGHT THOUSAND NINE HUNDRED FOURTEEN & PAISE ZERO ONLY
For AGR Automobiles Pvt. Ltd.

* CHEQUE SUBJECT TO REALISATION

Rajan Srivastava

Tejendra

(Authorised Signatory)

Rahul

Request 98

दिनांक DATE	विवरण PARTICULARS	चेक क्र. CHEQUE NO.	अहरित राशि AMOUNT WITHDRAWN	जमा की गई राशि AMOUNT DEPOSITED	खाता शेष BALANCE	संक्षिप्त हस्ताक्षर INITIALS
Brought Forward :						
07-12-06	Transfer	RFRAKM			23650	26
07-12-06	Transfer	RFRAKM		16458.00	25296	26
08-12-06	BY CLEARING	RFRAEH		1000.00	25396	26
08-12-06	BY CLEARING	RFRABH		10799.14	26476	40
				11142.00	27590	40
12-12-06	TRANSFER CHQ 00	00121374	100000.00		17590	40
19-12-06	CLG.LOC.	00734551	65000.00		11090	40
19-12-06	CLG.	00121375	50000.00		6090	40

06/01/2007 2045222 201
 VARANASI (201)
 Mode of Operation : SINGLE
 Nom.Reg No :
 Date of Issue: 06/01/2007

ANIRUDDHA MAURYA

1

CIVIL COURT VARANASI
 ACJM COURT NO.5
 U P
 INDIA

1110351147-4

PTO

दिनांक DATE	विवरण PARTICULARS	चेक क्र. CHEQUE NO.	आहरित राशि AMOUNT WITHDRAWN	जमा AMOUNT	गई राशि DEPOSITED Brought Forward	खता शेष BALANCE	संक्षिप्त हस्ताक्षर INITIALS
(Control: 2045222 201 11103511474)							
31/12/06	INTEREST CREDIT					2458.00	53366.40
04/01/07	TO CLG	734552		11086.00			42280.40
05/01/07	DIRECT DR TRF TO 030105874706			4942.00			37338.40
06/01/07	Uncleared Amount: 0.00						Clear Balance: 37338.40 Cr
(Control: 2045222 201 11103511474)							
06/01/07	Uncleared Amount: 0.00						Clear Balance: 3 338.40 Cr