

प्रेषक,

प्रमोद कुमार गिरि,
अपर जिला एवं सत्र न्यायाधीश,
/द्रुतगामी न्यायालय, वाराणसी।

सेवा में,

श्रीमान् महानिबन्धक,
माननीय उच्च न्यायालय,
इलाहाबाद।

द्वारा,

माननीय जनपद न्यायाधीश,
वाराणसी।

विषय:- सी०एल०सं० 25/एडमिन (ए) दिनांकित 13-07-1998 के अनुसार मेरे द्वारा खरीदी गयी हुन्डई कार (वेन्यू) के कय किये जाने एवं उक्त पर माननीय उच्च न्यायालय द्वारा लगायी गयी आपत्ति सं० 1785 दिनांकित 22.06.2021 के संबंध में सूचना।

महोदय,

01. दिनांक 18.03.2020 ई
02. सम्पूर्ण वेतन मु० 1,55,957.00 कटौती के उपरान्त 1,16,948.00
03. आयकर कटौती 25,000/- प्रति माह
04. हुन्डई कार (वेन्यू) संख्या-यू०पी० 65 ई.ए. 1112 दिनांक- 25.01.2021 को रू० 8,55,000/- में कय किया गया, जिसमें से 7,00,000/- रुपये एस०बी०आई० मुख्य ब्रान्च, वाराणसी से लोन तथा 1,55,000/- जरिये चेक स्वयं के खाते से दिया गया।
05. मेरे द्वारा मा० उच्च न्यायालय से किसी धनराशि का लोन नहीं लिया गया है।
06. मेरे द्वारा एस०बी०आई० मेन ब्रान्च से मु० 7,00,000/- रुपये लोन लिया गया है।
07. लागू नहीं है।
08. लागू नहीं है।
09. आदित्य मोटर कार्प प्रा०लि० आदित्य नारायन हुन्डई एन.1/69 अपोजिट बी.एच.यू. ट्रामा सेन्टर नगवा लंका, वाराणसी।
10. डीलर रेग्युलर एवं रेपूटेटेड है।
11. उक्त डीलर/सेलर से मेरा कोई संबंध नहीं है तथा मेरे न्यायालय मे उक्त डीलर/सेलर का कोई मुकदमा विचाराधीन नहीं है, न ही डीलर/सेलर का कोई मुकदमा मेरे द्वारा निर्णीत किया गया है।
12. मेरे द्वारा डीलर को निर्गत दो अदद चेक मु० 5000/- एवं मु० 1,50,000/- धनराशि तथा डीलर द्वारा मुझे निर्गत प्रमाणपत्र एवं एस.बी.आई. द्वारा स्वीकृत लोन मु० 7,00,000/- एवं वेतन से संबंधित पासबुक की छाया प्रति संलग्न।
अतः सूचना माननीय महोदय की सेवा में सादर प्रेषित है।
सादर।

दिनांक 01.07.2021ई

भवदीय
प्रमोद कुमार गिरि
(प्रमोद कुमार गिरि)
अपर जिला एवं सत्र न्यायाधीश,
/द्रुतगामी न्यायालय, वाराणसी।

ADITYA MOTOCORP PVT LTD - (From 1-Apr-2018)

ADITYA NARAIN HYUNDAI

N-1/69 OPPOSITE BHU TRAUMA CENTRE

NAGWA LANKA

GSTIN/UIN 09AANCA5313J2ZH

State Name Uttar Pradesh, Code 09

E-Mail sales@adityahyundai.co.in

Receipt Voucher

2698

Dated 25-Jan-2021

Particulars	Amount
Account : PRAMOD KUMAR GIRI-2021/GST/557	1,50,000.00

Through :

SBI-CA-35109729996

On Account of :

SBI-167352

Amount (in words) :

Indian Rupees One Lakh Fifty Thousand Only

₹ 1,50,000.00

Authorised Signatory



ADITYA MOTOCORP PVT LTD
ADITYA NARAIN HYUNDAI
N-1/69 OPPOSITE BHU TRAUMA CENTRE
NAGWA LANKA
VARANASI (GSTIN NO : 09AANCA5313J2ZH)

Receipt Voucher

No: 3784

Dated : 19/11/2020

Particulars	Amount
Account: Mr. PRAMOD KUMAR GIRI	5,000.00
Asset: VENUE 1.2 MT S VTVT	
Through: Cheque	
HPA:- STATE BANK OF INDIA	
On Account of:	
Booking Amount	
Amount (in Words) RS:- FIVE THOUSAND ONLY	5,000.00


Authorized Signatory

LOS Application ID - 20443353

ARRANGEMENT LETTER

To be addressed to both 1st and 2nd applicant

ANNEXURE-CAR VII

Arrangement Letter

(For financing Two Wheelers / Cars)

To,

PRAMOD KUMAR GIRI
J-2/6, D.J. COMPOUND, KACHAHARI, VARANASI
UTTAR PRADESH - 221002

Ref No:

Date: 22/01/2021

Dear Sir/Madam,

A/c No - 39956583485

**Personal Segment Auto Loan/
SBI CAR LOAN SCHEME**

Loan for purchase of New car loan Term Loan of Rs. 700000/-

With reference to your application dated 14/08/2020, we hereby sanction you a Term Loan of Rs. 700000 /-(Rupees Seven Lakhs Only) on the following terms and conditions:

1. Purpose :

The Loan is sanctioned to you for the purpose of purchase of HYUNDAI , VENUE ,2020.

2. Margin : 19.29%

3. RATE OF INTEREST

***FIXED RATE OF INTEREST (FOR FIXED INTEREST CAR LOAN PRODUCT)**

Interest on the loan will be charged at 7.75 % p.a., on daily reducing balance at monthly rests which is 1 % above the ONE-YEAR Marginal Cost of Funds Based Lending Rate (MCLR) which is at present 7 % p.a. The rate of interest viz, 7.75 % p.a. will be valid for the entire tenor of the loan. In the event of default in payment of any instalment or any irregularity in the loan account, penal interest at the rate of 2% per month over the stipulated interest rate with monthly rests will be charged for the irregular amount and overdue period.

*(To be deleted where floating rate of interest is applicable)

***FLOATING RATE OF INTEREST**

Interest on the loan will be charged at % p.a. over the Marginal Cost of Funds Based Lending Rate (MCLR) which is at present % p.a., the current effective rate being % p. a. calculated on daily balance of the loan amount at monthly rests, subject to reset at the end of from the date of first disbursement as per the prevailing MCLR. Future reset dates and interest rates shall be determined accordingly. The Marginal Cost of Funds based Lending Rate (MCLR) prevailing on the date of first disbursement, shall be applicable till the next reset date, irrespective of the changes in the benchmark during the interim. The Bank shall at any time and from time to time be entitled to vary the Margin (spread) and MCLR at its discretion. Depending on variation of MCLR and spread, the effective rate of interest shall vary periodically and the borrower shall be liable to pay the effective rate of interest as on the agreed date of reset or change in the spread as the case may be. In the event of default in payment of any instalment or any irregularity in the loan account, penal interest at the rate of 2%p.a. over the stipulated interest rate with monthly rests will be charged for the irregular amount and overdue period.

*(To be deleted where fixed rate of interest is applicable).

The Borrower/ Co-borrower shall be deemed to have notice of changes in the rate of interest whenever the changes in the MCLR Rate are displayed / notified at / by the Bank / published in the newspapers / in the website of the Bank/ made through entry of interest charged in the passbook / statement of accounts sent to the Borrower/ Co-borrower etc. and you are liable to pay such revised rate of interest. The Bank has option to reduce or increase the EMI or extend the repayment period consequent upon changes in interest rate.

4. Repayment :

The Loan is to be repaid in Equated Monthly Installments of Rs. 14110/- each till the entire loan with the interest is fully repaid. The first installment commences from the month following the month of purchase of above said article (s)/vehicle. Wherever repayment is through post-dated cheques, the cheque should be dated prior to the 7th of every month.

5. Pre-payment charges :

(a). For Fixed Interest Rates under noted charges will be levied:

- (i) Prepayment charges @1%+GST will be levied quarterly on the prepaid amount if prepaid, within 2 years from the disbursement of loan.
- (ii) Foreclosure charges 3%+GST on the balance will be levied if, account closed within 2 years from the disbursement of loan.

6. Security :

The loan will be secured by:

- (a). Hypothecation of the aforesaid two wheeler/car purchased out of the loan amount in favour of the Bank. Noting of Bank's hypothecation charge in the Books of the RTO and the Registration Book will be essential in respect of finance for two/four wheeler vehicles. You will also be required to furnish a copy of the Registration Book for Bank's record after recording Bank's hypothecation charge therein by the RTO.
- (b). Third party guarantee of the spouse.*
- (c). Third party guarantee of the
- (d). Pledge of the securities listed hereunder

7. Insurance:

The vehicles shall be kept comprehensively insured by you in your name 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.

You shall indemnify Bank for any claim/loss that bank may suffer due to your failure to keep the vehicle insured at all times during the term of the loan account.

The Borrower shall always be responsible to ensure that the insurance policy in respect of the hypothecated assets remains valid till all the dues of the Bank are repaid and to keep such insurance policy renewed each year.

The Bank shall not be liable for any consequences arising from non-renewal of insurance in any year, even if the bank has in any previous year renewed the insurance of the hypothecated assets by debiting the borrower's account for failure of the borrower to renew such insurance policy.

8. Inspection (for vehicles):

The Bank reserves its rights to inspect the vehicle and registration documents at regular intervals.

9. Legal and other expenses, etc. :

(a) All expenses like valuer's fees, insurance premia, stamp duty, registration charges, registration / hypothecation verification charges, SMS and Tele-calling charges and other incidental expenses incurred in connection with the loan

are to be borne by you.

b) In the event you fail to repay any instalments at any point of time, the bank may send written reminders or make tele-call/SMS, depute an official to meet the borrower personally, all the incidental charges appurtenant there to such as postage, telephone, SMS charges, transportation charges, on actual would be recovered from you.

c) In the event of delay in registration / noting the hypothecation lien of the Bank with the Registering Authority within 120 days from the date of disbursement, the Bank shall be entitled to charge Rs.2,500/- (plus Goods and Services Tax) per month till the time of such registration/noting with the authority.

d) Charges relating to Documentation, CIBIL check, Loan Cancellation, Cheque/ECS Swap, Amortization schedule, NOC for conversion from Petrol to LPG/CNG, duplicate NOC, Revalidation of NOC, Loan re-schedulement, conversion from floating to fixed interest rate or vice versa will be recovered from you.

10.Processing charges:

Processing charges of Rs (Rupees Only) are payable immediately.

11.Disbursement:

The loan/overdraft amount will be disbursed by means direct to the account of the supplier/dealer after execution of prescribed security documents. 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 documents(s) executed/to be executed in connection with the loan/overdraft 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 guarantor(s) in token of acceptance of the terms and conditions detailed herein within a period of 45 days from the date of this letter.

Yours faithfully,

P. Awasthi
Branch Manager



(* Delete whichever not applicable)

Received the original.

Terms and conditions accepted

✓
PRAMOD KUMAR GIRI
J-2/6, D.J. COMPOUND, KACHAHARI, VARANASI
UTTAR PRADESH - 221002

Borrower(s)

Date: 22/01/2021

Terms and conditions accepted

Guarantor(s)

Date:

Terms and conditions accepted

(All pages of this Arrangement Letter are required to be stamped and initialled by the Bank. All pages of the copy returned by the borrower are required to be signed by borrower and is to be retained with the document.)

सामान्य प्रयोग किए जाने वाले संक्षेपण / GENERALLY USED ABBREVIATIONS

a/c = Account/खाता	Csh = Cash/आवृद्धि	Pos = Point of Sale/बिक्री संकेत बिंदु
adj = Adjustment/संशोधन	dep = Deposit/भुगतान	Pr = Principal/प्रधान
Amte = Amount/राशि	Dft = Draft/खसूरी	proc = Processing Charge/संसाधन शुल्क
Ar = Arrear/अग्रपूर्वकी	dis/dsh = Dishonor/संशोधन	rd = Recurring Deposit/आवृद्धि भुगतान
bal = Balance/शेष	DR = Debt/देयता	ret/trn = Return/आवृद्धि
Capn = Capitalisation/पूंजीकरण	DOB = Date of Birth/जन्म तिथि	Rnd = Round off/गुणित
Chg/ch = Charge/शुल्क	eft = Electronic Fund Transfer/इलेक्ट्रॉनिक फंड ट्रांसफर	sb = Savings Bank/संचयन बैंक
Chq = Cheque/चेक	inop = Inoperative/निष्क्रिय	SC = Short Credit/छोटी क्रेडिट
CIF = Customer Information File/ग्राहक सूचना फाइल	Ins = Insurance/बीमा	SI/So/SORD = Standing Instruction/आवृद्धि सूचना
Clos = Closure/समाप्ति	Int / In = Interest/दर	S/D/W/H/o = Son/Daughter/Wife/Husband of/पुत्र/पुत्री/पत्नी/पति
Coll = Collection/संग्रहण	Ion/loan/शुल्क	tr/trt/xtr = Transfer/संचरण
Comm. = Commission/आयोग	min = Minimum/न्यूनतम	txn = Transaction/संचरण
COR/CORR = Correction/संशोधन	os = Outstanding/अग्रपूर्वकी	Wd = Withdrawal/संग्रहण
CR = Credit/भुगतान	P&T = Postal Charges/क्याच शुल्क	+MOD bal = Total balance (SB-linked MOD +/(-) शुल्क से भी (मूल शेष + अग्रपूर्वकी धन))



भारतीय स्टेट बैंक
STATE BANK OF INDIA

Branch: VARANASI
NEAR KACHAHARI
Code: 201

Email: sbi.00201@sbi.co.in
Phone No.: 2503251
IFSC: SBIN0000201

Buss. Hrs: 10:00-00-16:00:00
MICR: 221002002

Name: Mr. PRAHOD KUMAR GIRI
S/D/H/o : MOHAN LAL GIRI
CIF Number : 80865142140
Account No.: 39402706759
A/c Type : SBCHQ-SGSP-PUBIND-DIAMOND
Address : ADJ / FTC
CIVIL COURT VARANASI
Phone No. :
Email : pkgiriadegmail.com
D.O.B. (If Minor):

MOD: SINGLE
A/c Opening Dt: 12/06/2020
Nom Reg No:
Customer's PAN: BRRPE0599H
Date of Issue:
FIRST



DATE PARTICULARS CHECK NO DEBIT CREDIT END BALANCE

01.02.21 CHEQUE TRANSFER TO 000167352 15000.00 546892.00 Cr

035109729996 DE ADITYA MOTOCORP PRIVA

AT 11508 LANKA, VARANASI

05.02.21 ATM CASH 102 15000.00 96948.00 531892.00 Cr

08.02.21 NETT RB10402138052903

REISOGUIPEP

VARANASI TREASUR

10.02.21 DIRECT DR 14200.00 614640.00 Cr

TRANSFER TO M.C. PRANOD KUMAR GIRI

10.02.21 OTHPOST1041129312776ANGA FOOD AND SHAP1 0 1400.00 613240.00 Cr

10/02/2021 104112931277

15.02.21 ATM CASH 10461 ORDER/YBARAR 9000.00 604240.00 Cr

19.02.21 CASH WITHDRAWAL BY CR

000167353 9000.00 595240.00 Cr

PAID TO RAVINDRA SHIDHORE

AT 00201, VARANASI

22.02.21 ATM CASH 614 158240.00 Cr; 9000.00 586240.00 Cr

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