प्रेषक,

अंजिता सिंह चौहान, अपर सिविल जज (जू.डि.), कक्ष संख्या-31, शाहजहाँपुर।

सेवा में.

महानिबन्धक, माननीय उच्च न्यायालय, इलाहाबाद।

द्वारा,

माननीय प्रभारी जनपद न्यायाधीश महोदय,

शाहजहाँपुर।

विषय-

कार क्रय किये जाने के सम्बन्ध में सूचना।

माननीय महोदय,

उपरोक्त विषय में निवेदन करना है कि मैं जनपद शाहजहाँपुर में अपर सिविल जज (जू०डि०), कक्ष संख्या-31, के पद पर कार्यरत हूँ। मैंने अपने चाचा जी द्वारा दिये गये गिफ्ट के पैसों तथा एच.डी.एफ.सी. लिमिटेड लखनऊ से ऋण लेकर दिनांक 07.01.2020 को एक मोटर कार CIAZ SMART HYBRID ALPHA BS IV क्रय की है। जिसकी कुल कीमत मय रिजस्ट्रेशन, बीमा आदि मु. (10,96,499.00) दस लाख छियानवे हजार चार सौ निन्यानवे मात्र है। जिसमें एच.डी.एफ.सी. बैंक लखनऊ से मु. (8,90,000) आठ लाख नब्बे हजार रूपये मात्र का ऋण मेरे द्वारा लिया गया है तथा शेष वर्णित धनराशि मेरे उपरिवर्णित गिफ्ट की थी।

उपरोक्त कार कुलदीप मोटर्स लखनऊ प्रा. लिमिटेड कल्यानपुर रिंग रोड लखनऊ से क्रय की गयी है। जिसका विवरण माननीय उच्च न्यायालय, इलाहाबाद के परिपत्र सं. – 25 शासकीय दिनांकित 13.07.2013 के अनुसार निम्नवत है: –

1	सेवा में आने की तिथि	18.11.2019
2	वर्तमान में कुल वेतन	91,113/-
3	वर्तमान में कुल प्राप्त किया जाने वाला वेतन	77,908/-
4	दस हजार रूपये से ऊपर क्रय की गयी संपत्ति का	NIL
	विवरण	
5	यदि माननीय उच्च न्यायालय से अग्रिम ऋण लिया हो	NIL
	तो उसकी धनराशि एवं क्या भुगतान किया जा चुका है,	
	किश्तों की संख्या एवं धनराशि वापस करने की दिनांक	
6	यदि बँक आदि से ऋण लिया गया हो तो बैंक आदि का	एच.डी.एफ.सी. बैंक लखनऊ
	विवरण, वापसी का प्रकार, कटौती की अवधि, किश्तों	से मु. (8,90,000) आठ
	की संख्या एवं धनराशि आदि।	लाख नब्बे हजार रूपये का
		ऋण किश्त राशि मु.
		18,410/- प्रतिमाह ऋण की
	"	अवधि ०५ वर्ष
7	क्रय किये जाने वाली द्वितीय हस्तकार का नाम, उसका	NIL

मॉडल, कीमत, प्रथम क्रय का माह एवं वर्ष। अधिकर्मी द्वारा क्रय करने से पूर्व की बीमा पॉलिसी किसके द्वारा वाहन बीमा कराया गया है। विक्रेता का नाम व पूर्ण पता कुलदीप मोटर्स लखनऊ प्रा. लिमिटेड कल्यानपुर रिंग रोड लखनऊ। क्या विक्रेता विख्यात व्यक्ति है। जी हाँ। क्या विक्रेता से न्यायिक अधिकारी का कोई सम्बन्ध है जी नहीं। 10 एवं क्या विक्रेता का कोई वाद न्यायिक अधिकारी के यहां विचाराधीन है अथवा निर्णीत किया गया है। धनराशि के स्त्रोत के समर्थन में कागजात एच.डी.एफ.सी. बैंक लखनऊ 11 से मु. (8,90,000) आठ लाख नब्बे हजार रूपये का ऋण तथा शेष धनराशि 2, 06, 499 / - रूपये मेरे चाचा जी द्वारा बतौर गिफ्ट प्रदान किया गया।

दिनांक-08.11.2021

भवदीया, (अजिता सिंह चौहाम) अपर सिविल जज (जू.डि.), कक्ष संख्या-31, शाहजहाँपुर।

संलग्रक-

- 1. कस्टमर रसीद की स्वप्रमाणित प्रतियां।
- 2. इन्श्योरेन्स प्रमाण पत्र की स्वप्रमाणित प्रतियां।
- 3. रजिस्ट्रेशन प्रमाण पत्र की स्वप्रमाणित प्रति।
- 4. बैंक एच.डी.एफ.सी. द्वारा जारी ऑनलाइन लॉन डिटेल की स्वप्रमाणित प्रति।

GOVERNMENT OF UTTAR PRADESH

Transport Department Transport Nagar RTO Lucknow (UP32) FORM 23

CERTIFICATE OF REGISTRATION

Registration No : UP32LF5201 Registration Date 29-Jan-2020

Description of Vehicle MOTOR CAR **Purpose For Printing RC** NEW

Dealer's Name & Address KULDEEP MOTORS LUCKNOW PVT LTD, 62B AND 63, KALYANPUR RING ROAD.

LUCKNOW ...-

Owner Name : ANJITA SINGH CHAUHAN Son/wife/daughter of : D/O ANIL SINGH 7/1,CHANDRIKA DEVI ROAD,, CHANDRA VATIKA, VILL-BHAWANIPUR,, POST-Full Address: (Permanent)

INDAURABAGH B.K.T., LUCKNOW, UTTAR PRADESH-227202

Full Address: (Temporary) 7/1, CHANDRIKA DEVI ROAD., CHANDRA VATIKA, VILL-BHAWANIPUR., POST-

INDAURABAGH B.K.T., LUCKNOW-UTTAR PRADESH-227202

Fitness UpTo : 28-Jan-2035 Tax UpTo : One Time

Owner Serial No - 1

Detailed Description

Class of Vehicle : MOTOR CAR Link Vehicle No.

Ownership : INDIVIDUAL Norms : BHARAT STAGE IV

Maker's Name MARUTI SUZUKHNDIA LTD

Front HSRP No. : AA2008580568 Rear HSRP No. : AA2008580569

Type of Body RIGID PASSENGER CAR)

Month/Year of Manuf : 07/2019 No of Cylinders

Chassis No MA3EXGL1S00395962 Engine No KASBN1071255 Fuel PETROL/HYBRID

Horse Power(BHP) 103.18 **Cubic Capacity** 1462.00 Maker's Classification CIAZ SMART HYBRID ALPHA Wheel base 2650 Seating Cap(in all) 5 Standing Cap 0 Sleepar Cap 0 Unladen Wt (kgs) 1055

Colour SNOW WHITE Laden/GV Wt (kgs) :1520 Other Criteria AC Fitted YES

Vehicle Purchase As Fully Built

Additional Particulars of all transport vehicles other than motor cabs (Gross Vehicle Weight)

By Manuf.

Description Weight(in kgs)

a) Front:

b) Rear: c) Other:

The motor vehicle above described is subject to Hypothecation in favour of HDFC BANK LIMITED, LUCKNOW. . Lucknow, Utlar Pradesh-226001 w.e.f. 07-Jan-2020.

As Regd.

Purchase dt 07-Jan-2020 Sale Amt 997688/-OTT Date

07-Jan-2020 Amount/Rept No 79816 / UP32D20010004179 TaxUpTo : One Time Vehicle is Govt./ Pvt.

: PRIVATE Tax Exempted or Not : NOT EXEMPTED Date of Approval : 29-Jan-2020

Other State/Transfer/Conversion Details

Previous Owner Previous RegNo Old State **Entry Date** Transfer Date

Conversion Date This certificate is valid from 29-Jan-2020 to 28-Jan-2035

Date: 12-Feb-2020 11:49:48

Taxation Particulars / Advance Registration Mark Fee Details

क्रा लिसीयम संविक्ता

Signature at Registering Authority

Date: 12-Feb-2020

d) Tandem:



=========

76AE 272556

शापथ पत्र मिन जानिव मो हित सिंह आयु करीब 50 वर्ष पुत्र चन्द्र शेखर सिंह नि०मो 17/। चन्द्रिका देवी रोड चन्द्र वाटिका भवानीपुर पो० इन्दोर वाग जिला लक्ष्मऊ

स्रापय व्यान करता हूँ-- पहिक शापथी उपरोक्त पते का स्थायी निवासी है जिसका इल्म जाती है। मुद्दिक शापथी का व्यवसाय पार्मिंग हेक्षि कार्यह है जिसका इत्म जाती है।

विवंकि शाप थी ने अपनी भतीजी अजिता सिंह चौहान आयु करीब 32 वर्ष पुत्री भूतिल सिंह निवासी मोहल्ला 7/। चिन्द्रका देवी रोड चन्द्र वा टिका भवानी पुर वाँ । इन्दोर वाग जिला लक्ष्मऊ को स्नेह वश दिसम्बर २०।१ को २, १०,०००/-र० ६ दो लाख वस हजार रूपये ६ कार क्य करने हेतु दान दिया था जिसे मेरी भृती जी अंजिता सिंह चौहान ने स्वीकार कर लिया था जिसका इल्म जाती है।

। 4- यह कि शापथी दान दाता के रूप में अपनी छोरेलू परिसिथतियों के कारण यह उत्सा , शाप थ पत्र प्रस्तुत कर रहा है ता कि वक्त जरूरत काम आवे जिसका इल्म जाती है।

यह कि शापथ पत्र का कुल मजूम मेरे निजी ज्ञान से सब व सही है जिसमें न कुछ झूठ है और न ही कुछ छिपाया गयाहै जिसका सत्यापन आजिटा 14 3 2023 की स्थान क्यष्टरी शाहजहीपुर किया

और हरता क्षर बनाये।

ludges Court Shahlahanour 100



AGREEMENT FOR AUTOLOAN

This Agreement for Auto Loan (hereinafter referred to as this "Agreement") is made on the date and at the place mentioned in the Schedule hereunder written,

BETWEEN

The persons referred to as 'Borrower' and the 'Co-Borrower', in the Schedule hereunder written of the 1. First Part:

AND

The persons referred to as 'Guarantor(s)' in the Schedule hereunder written of the Second Part; 2

AND

HDFC BANK LTD., a corporate body having its registered Office at "HDFC Bank House, Senapati Bapat Marg, Lower Parel (West). Mumbai 400 013 and inter alia a Lending Office in India at the address 3. mentioned in the Schedule hereunder written hereinafter referred to as the "Bank" (which expression shall, unless it is repugnant to the context or meaning thereof, mean and include its successors and assigns) of the Third Part.

The Borrower and the Co Borrower shall, unless it is repugnant to the context or meaning thereof, be jointly referred hereinafter as the "Borrower(s)".

The Borrower(s) and the Guarantor(s) are hereinafter collectively referred to as "Obligors".

WHEREAS:

- The Borrower(s) has/have approached the Bank to avail of a loan to be extended to the Borrower for any of the following purposes:
 - Purchase of new vehicle along with all accessories and any incidental expenses. OR. (a)
 - Purchase of used vehicle along with all accessories and any incidental expenses (b)
- The Borrower(s) have also requested the Bank for being considered for grant of additional facility during B. the tenure of said loan as above.
- At the request of the Borrower (s) and/or the Guarantor(s), the Bank has granted/ agrees to grant the . C. First Loan, and agreed to consider the Borrower for the Additional Loan, upon the following terms and conditions which have been duly accepted by the Borrower(s) and the Guarantor(s).

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

DEFINITIONS .

- "Additional Loan" shall mean any additional credit facilities/loans/amounts (apart from the First Loan 1.1 amount) aggregating to an amount not exceeding such sum as mentioned in the Schedule hereto granted/agreed to be granted to the Borrower(s) by the Bank in its sole and absolute discretion and subject to such further terms and conditions as the Bank may deem fit as more particularly mentioned in clause 2.2 herein.
- "Borrower(s)" shall mean the persons referred to as 'Borrower' and the 'Co-Borrower', in the Schedule 1.2 hereunder written and shall unless repugnant to the context or meaning thereof, be deemed to: (i) in case the Borrower is a company incorporated under the Companies Act, 1956, include its successors and permitted assigns; (ii) in case the Borrower is a partnership firm formed under the Partnership Act, 1932, mean and include the partners for the time being and the legal heirs, executors and administrators of the last surviving partner; (III) in case the Borrower is a sole proprietorship, mean and include the sole proprietor and his/ her heirs, administrators and executors and legal representatives;(IV) in case the Borrower is a joint Hindu Undivided Family, include the Karta and any or each of the adult members of the HUF and their survivor(s) and his / her / their respective heirs, legal representatives, executors, administrators and permitted assigns; (v) in case the Borrower is the Governing Body of a Society, include the respective successors of the members of the Governing Body and any new members elected, appointed or co-opted;(vi) in case the Borrower is a Trust, mean and include the Trustee or Trustees for the time being and from time to time thereof, as well as the beneficiaries of the said trust for the time being and from time to time, and their successors and permitted assigns; (vii) in case the Borrower is an individual, include his/ her respective heirs, administrators and executors; (viii) in case





- The Borrower(s) has read the entire Agreement including the Loan and Vehicle details given in Schedule which have been filled in the Presence of the Borrower(s) has read the entire Agreement including the Loan and Vehicle details given in Schedule which have been filled in the Presence of the Borrower(s) has read the entire Agreement including the Loan and Vehicle details given in Schedule which have been filled in the Presence of the Borrower(s). The Borrower(s) hereby expressly and irrevocably agrees to be bound by all the conditions including the details in the conditions including the presence of the Borrower(s). 28. 28.1
- The aforementioned Agreement and other documents have been explained in the language known by the Borrower(s) and the Borrower(s) have desired the splice manager of the various elements. 28.2
- The Borrower(s) is aware that the Bahk shall agree to become a Party to this Agreement only after satisfying itself with regard to all conditions and the Bank's policy. conditions and details filled by the Bonower(s) in the Agreement in consonance with the Bank's policy. 28.3
- The Borrower(s) agrees that this Agreement shall be deemed to commence and become legally binding on the date when the authorized agrees that this Agreement shall be deemed to commence and become legally binding on the date when the authorized agrees that this Agreement shall be deemed to commence and become legally binding on the date when the authorized agrees that this Agreement shall be deemed to commence and become legally binding on the date when the authorized agrees that this Agreement shall be deemed to commence and become legally binding on the date when the authorized agrees that this Agreement shall be deemed to commence and become legally binding on the date when the authorized officer of the Bank signs this Agreement at the city where the Lending Office of the Bank is situated. It shall be in force till all the monites due to the Bank signs this Agreement at the city where the Lending Office of the Bank is situated. It shall be in force till all the monites due and the transfer of the Bank signs this Agreement at the city where the Lending Office of the Bank is situated. It shall be in force till all the monites due and the transfer of the Bank signs this Agreement at the city where the Lending Office of the Bank is situated. It shall be in force till all the monites due and the transfer of the Bank signs this Agreement at the city where the Lending Office of the Bank is situated. It shall be in force till all the monites due to the Bank signs this Agreement at the city where the Lending Office of the Bank is situated. It shall be in force till all the monites due to the Bank signs this Agreement at the city where the Lending Office of the Bank signs this Agreement at the city where the Lending Office of the Bank signs this Agreement at the city where the Lending Office of the Bank signs this Agreement at the city where the Lending Office of the Bank signs this Agreement at the city where the Lending Office of the Bank signs the signs that the city where the Lending Office of the Bank signs the signs that the city where the Lending Office of the Bank signs the signs that the city where the Lending Office of the Bank signs the signs that the city where the Lending Office of the Bank signs the signs that the city where the Lending Office of the Bank signs the signs that the city where the Lending Office of the Bank signs the signs that the city where the Lending Office of the Bank signs the signs that the city where the Lending Office of the Bank signs the signs that the city where the Lending Office of the Bank signs the signs that the city where the city the monies due and payable to the Bank under this Agreement as well as all other agreements, Document(s) that may be subsisting / executed by 28.4
- Notwithstanding anything contained herein, this Agreement shall not terminate and shall continue to be valid and in existence till all obligations of the First Loan. Additional obligations of the Obligors in terms of this Agreement and all Collateral Documents (including in respect of the First Loan, Additional Loan(s) if one Loan(s) (if any) and all Dues) are discharged by the Obligors to the complete satisfaction of the Bank and the Bank confirms its 28.5
- The Borrower(s) hereby agrees and acknowledges that the Borrower is not/shall not and shall not in any manner be construed to be deemed to be deemed to be entitled to the grant of any Additional Loan by the Bank and hereby expressly waives any right (if such right is or becomes any additional Loan by the Bank and hereby expressly waives any right (if such right is or becomes any additional Loan by the Bank and hereby expressly waives any right (if such right is or becomes any additional Loan by the Bank and hereby expressly waives any right (if such right is or becomes any additional Loan by the Bank and hereby expressly waives any right (if such right is or becomes any right). becomes available to the Borrower(s)) to question or in any manner dispute the rejection by the Bank of any request made by the Borrower(s) for grant of Additional Loan.
- I have applied for the loan through bank's online application platform on 28.7

					_		_
D	D	М	M	Y	Y	Y	Y

WITNESS DECLARATION BORROWER (S) SIGNS IN VERNACULAR LANGUAGE:

The contents of the Loan application and Agreement have been explained by me to the Borrow [name of language in which Borrower(s]]	ver(s) / Guarantor ins) / Guarantor has signed) and the same have been
understood by the Borrower(s) / Guarantor.	Signature of Witness

Name of Witness		Address of Witness	Signature of Witness
	X ():		
		•	

"The Borrower(s) /Guarantor hereby expressly acknowledge and confirm that the Borrower(s) /Guarantor have read, verified, understood, irrevocably agreed to and accepted all the terms and conditions contained in Page no. 01 to Page no. 15 and hereby record my/our agreement to abide by the same by affixing my/our signature below."

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS ON THE DATE SET OUT IN THE SCHEDULE HEREUNDER WRITTEN, IN THE MANNER HEREINAFTER

APPEARING: Borrower Name ANJITA SINGH CHAUHAN	Borrower Signature		
Co-Borrower(s) Name ANIL SINGH	Co-Borrower(s) Signature		, <u>s</u>
Suarantor(s) Name	Guarantor(s) Signature	;}	
ank Officer Name	Bank Officer Signature	AROUVUI	
	Win.	32	Page 15 o



Car Loans Schedule cum Key Fact Statement			
·	98063983		
Loan Agreement No. Agreement Date	9-1-20 Place of Agreement	LUCKNO	
L(DD/MMMYYY)	17 14 A NIKHLESH PALACE A	SHOK MAR	
Bank's Lending Office Borrowers Constitution	INDIVIDUAL ANJITA SINGH CHAUHAN	GRAM	
Name and Address	BHAVANIPUR DEVAAI KALABA	KSHİ KATALA	
of the Borrower Name, Constitution &	ANIL SINGH BHAVANIPO	R DEVRAI	
Address of the Co-Borrower	KALA	WCKNOW	
/ Guarantor	Loan Details		

Charges (Excluding Service Tax & Other Govt Charges) Charges (Excluding Service Tax & Other Govt Charges* : Rs 550/-				
Charges (Excharge : Rs	Cheque/SI/ ECS Return Charges* :Rs 550/-			
500/- Per Instance	Per Instance.			
Foreclosure Charges*: No foreclosure allowed within 6 months from date of availing the car loan 6% of Principal Outstanding for preclosures within 1 year from 7th EMI 5% of Principal Outstanding for preclosures within13-24 months from 1st EMI 3% of Principal Outstanding for preclosures post 24 months from 1st EMI	Part-Payment Charges*: ❖ Part-payment is allowed subject to completion of 12 months (i.e., Post payment of 12 EMIs) ❖ Part payment will be allowed twice only during loan tenure. ❖ Part payment is allowed only once a year. A any point of time, part payment will not increase beyond 25% of Principal Outstanding. ❖ 5% on the part payment amount in case part prepayment is within 13-24 months from 1st EMI ❖ 3% on the part payment amount in case part prepayment is post 24 months from 1st EMI			
Loan cancellation In the event of cancellation, interest charges will be borne by the customer. Processing Fee, Stamp duty, Documentation, Valuation and RTO charges (UsedCarPurchase/Refinance/Rewards) are non refundable charges and would not be waived/refunded in case of loan cancellation.	copy to the bank.			
Stamp Duty : At actuals	Overdue EMI Interest: 2% per month on overdue EMI.			
Legal, Repossession & Incidental charges : At actuals	CIBIL Charges (only on request) : Rs. 50/-			
Collateral Charges* : Rs. S61 per	Instance			
Duplicate Amortisation Schedule	LPG/ CNG NOC / Other Special NOC : Rs. 500/- per instance			
Commercial / Personal Use Not Rs. 2250/- per NOC (conversion subject to credit approval)	Inter State NOC' Refundable Security Deposit (non interest bearing) of Rs. 5000 will be taken. It will be the borrower's responsibility to provide the transferred Registration certificate copy to the bank. In addition, NOC charges of Rs.500/-would be payable by the borrower.			
RTO Transfer Charges : At Actuals				

\$ 2