

प्रेषक,

पीयूष तिवारी
अपर जिला एवं सत्र न्यायाधीश,
कोर्ट सं. 17, गाजियाबाद।

सेवा में,

महानिबन्धक,
माननीय उच्च न्यायालय,
इलाहाबाद।

द्वारा,

श्रीमान जनपद न्यायाधीश,
गाजियाबाद।

विषय:- क्रय किए गए वाहन के संबंध में।

माननीय महोदय,

उपरोक्त विषयक प्रकरण के संबंध में सादर निवेदन है कि मेरे द्वारा माह अक्टूबर 2019 में वाहन KIA Seltos G 1.4 6mt GTX Plus को क्रय किया गया है, जिसकी सूचना मैं इस पत्र के माध्यम से माननीय न्यायालय के समक्ष निर्धारित प्रारूप पर समस्त आवश्यक प्रपत्रों के साथ प्रेषित कर रहा हूँ।

निवेदन है कि उपरोक्त सूचना को आवश्यक कार्यवाही हेतु माननीय न्यायालय के समक्ष रखे जाने की कृपा करें।

सादर।

दिनांक-10.08.2020

भवदीय
पीयूष तिवारी
10/8/20

अपर जिला एवं सत्र न्यायाधीश,
कोर्ट सं. 17, गाजियाबाद
आई०डी०नं० यू०पी० 1603

संलग्नक:- वाहन क्रय किए जाने से संबंधित प्रपत्र

INFORMATION REGARDING PURCHASE OF CAR

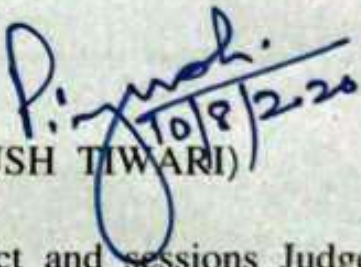
1. Date of joining service : 17.04.2009
2. Present Gross salary : 1,55,957/- Rs.
Take home Salary : 1,23,948/- Rs.
3. Detail and model of : KIA Seltos Model GTX
purchased vehicle : 1.4T Petrol
(a) Date of purchase/Delivery : 25.10.2019
(b) Total cost of Vehicle : 18,35,078/- Rs.
- Particulars**
- Vehicle Mrp. : 15,99,000/-Rs.
Registration : 1,62,000/-Rs.
Insurance : 58,088/-Rs.
Tax collected at source : 15,990/-Rs.
Fastag : 500/-Rs.
4. If any advance Loan : **No**
taken from High Court
5. If any Loan taken from bank : **Yes(Car loan from SBI)**
(a) Detail of loan amount : Rs.8,00,000/-
(Loan a/c No.38850198499)
(b) Mode of repayment : Monthly EMI From Salary
(c) Term loan period : 36 Months
(d) Rate of interest : 8.9 %
(e) No. of Repayment Instalments : 36
(f) Monthly EMI amount : Rs.25,403/-
6. Name and Full address : ASB Automobiles pvt.
of Dealer/seller : Ltd., Sector 22, meerut
road, Gzb.
7. Whether the Dealer is : **Yes**
regular and reputed
8. Whether the Judicial : **No**
Officer is related to the
seller in any way
9. Whether any case against : **No**
the seller is pending or
decided by judicial officer
10. Details of amount paid with relevant documents :
- Rs.1,35,577/- Paid from personal SBI A/c No.10841345820
(Rs.25,000/- paid through Net banking and Rs. 1,10,577/- Paid
through A/c Payee Cheque)
Rs.9,00,000/- Paid from personal SBI A/c No.30745100551
through A/c Payee Cheque.
Rs.8,00,000/- Paid from SBI Loan A/c No. 38850198499

(Annexure Attached)

P. Singh

List of Annexures

1. Performa invoice.
2. Online Payment receipt.
3. Loan amount Payment receipt.
4. (a) Cheque No.727826 Payment receipt.
(b) Cheque No.371455 Payment receipt.
5. Photocopy of above-mentioned cheques.
6. Bank loan sanction letter.
7. Bank loan arrangement letter.
8. Loan A/c Annexures.
9. Vehicle delivery letter.
10. Vehicle tax invoice.
11. Registration Fee payment invoice.
12. Registration Certificate.
13. Insurance Policy Certificate.
14. Tax Collected at Source Statement.


(PIYUSH TIWARI)

Addl District and sessions Judge,
Court. No-17, Ghaziabad.
I.D.No.-1603

Performa Invoice



ASB Automobiles Pvt Ltd.

Showroom 1 / Workshop - Plot No. C1/2 Ind. Area Sec 22 Meerut Road Ghaziabad Ph.-742829952

Showroom 2 - 40 A/17. 1st Floor Site IV Ind. Area Main Link Road Sahibabad Ph- 7428299764

Date: 6-10-19

Customer Name

Mr PIYUSH TIWARI

Address

GHAZIABAD

Contact No.

7705039932

Model

Seltos (Petrol)

Variant

GTX MT 14T, ABS

Colour

Silver

Financer or HP

EX Showroom Price

1599000/-

Insurance Amount

58087/-

Road Tag

500/-

Registration Amount

162000/-

Other TCS & B-kit

24429/- [15990 + 8439]

On Road Price

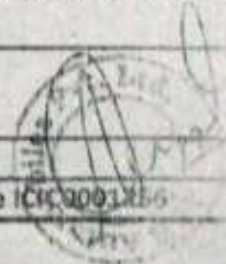
1844016/-

Note:- Equipment specification and price quoted above are subject to change without notice & Price prevailing at the time of delivery of vehicle will apply.

Interest will be paid by ASB on Booking payment

Invoice will be Favour on ASB Automobiles Pvt. Ltd.

For Online Payment- A/C Details - ICICI Bank Account No. 125605500678, RTGS/NEFT IFS Code ICIC0001256





ASB Automobiles Pvt. Ltd.

H.O: Plot No.- C-1/2, Industrial Area, Sector-22 Meerut Road, Ghaziabad-201009
Ph.: 0120-2807600, 120-2807676

(2)

RECEIPT

Receipt No. : 877

Dated : 9/10/2017

Received with thanks from Piyush Tiwari

Amount of Rs. 25000/- Rupees Twenty five thousand only

Mode/Cheque No./ DD No./ PO No. CARD

Dated

Branch

Model Seltos Make 2017 Colour Silver

Vehicle Regd. No. Chassis. No. Engine No.

Customer Name Ankit

For ASB Automobiles Pvt. Ltd.
Cashier

Rs. 25000/-

3



ASB Automobiles Pvt. Ltd.

H.O: Plot No.- C-1/2, Industrial Area, Sector-22 Meerut Road, Ghaziabad-201009
Ph.: 0120-2807600, 120-2807676

976

RECEIPT

Dated: 17/10/19

Receipt No. : 976

Received with thanks from Rajesh Tinsari

The sum of Rs. 800000/- Rupees eight lakh only

by Cash/Cheque No./ DD No. /PO No. TRFR - 198499

Dated 17/10/19

Drawn on SBI Branch

towards

Model Seltos

Make ASIA

Colour

Vehicle Regd. No. Chassis. No. Engine No.

DSE Name Ankit

For ASB Automobiles Pvt. Ltd.

Rs. 800000/-

Cashier

(2/2)



ASB Automobiles Pvt. Ltd.

H.O: Plot No.- C-1/2, Industrial Area, Sector-22 Meerut Road, Ghaziabad-201009
Ph.: 0120-2807600, 120-2807676

RECEIPT

Receipt No. : 985

Dated : 17-10-19

Received with thanks from Piyush Twarani

The sum of Rs. 110577/- Rupees one lac ten thousand

Five hundred and seventy seven only

by Cash/Cheque No./ DD No. /PO No. 727826 Dated 17-10-19

Drawn on SBI Branch

towards

Model Seltas GTX Make 2019 Colour Silver

Vehicle Regd. No. Chassis No. Engine No. Sltm

DSE Name Ankit

For ASB Automobiles Pvt. Ltd.

Rs. 110577/-

[Signature]
Cashier

416



ASB Automobiles Pvt. Ltd.

H.O: Plot No.- C-1/2, Industrial Area, Sector-22 Meerut Road, Ghaziabad-201009
Ph.: 0120-2807600, 120-2807676

RECEIPT

Receipt No. : 984

Dated : 17-10-19

Received with thanks from Piyush Tiwari

The sum of Rs. 90000/- Rupees Nine Lac only

by Cash/Cheque No./ DD No. /PO No. 371455 Dated 17-10-19

Drawn on SBI Branch Kanhan

towards

Model Seltas GTX Make 2019 Colour Silver

Vehicle Regd. No. Chassis. No. Engine No.

DSE Name Ankit

For ASB Automobiles Pvt. Ltd.

Rs. 90000/-

[Signature]
Cashier

5

भारतीय स्टेट बैंक
State Bank Of India

(07873) - RAJNAGAR (GHAZIABAD)
GHAZIABAD, GHAZIABAD
UTTAR PRADESH 201002
Tel. 120-781578 MF Code - SBI4007873

1710201
000000

PAY A.S.B. Automobiles Private Limited
5TH RUPEES One Lakh ten thousand five
hundred and seventy seven only

को वा अन्यथा

अदा करे ₹ 115577/-

10841345820

VALID UP TO ₹ 10 LACS AT NON-HOME BRANCH FOR NON-CASH TRANSACTION ONLY

02854314801

SB ACCOUNT

PREFIX:
0523500193

Signature
DIVISION

MULTI-CITY CHEQUE Payable at Par at All Branches of SBI

⑈727826⑈ 10002220⑈ 019760⑈ 3⑈

Signature
17/10/19

3

भारतीय रिजर्व बैंक

(0884) KANNAUJ (RS Code: 6810000884)
SARAI MIPAN P.O.,
KANNAUJ
DIST. KANNAUJ, U.P. 208227

17.10.2019

A.S.B. Automobiles Private Limited
NINE LAKHS only

₹ 900000/-

MSB 30745100551

NOT ABOVE Rs. 1000000.00

Prefix
1515000003

A/c PAEE

Piyush Tiwari
PIYUSH TIWARI

⑈ 371455⑈ 209002302⑈ 002201⑈ 3⑈

Account
Audit signed
17/10/19

6

LOS Application ID - 17494904

SANCTION LETTER



STATE BANK OF INDIA
RAJ NAGAR, GZB.

Loan Ak NO - 38850198499

To
1) Shri/Smt/Kum
Mr. PIYUSH TIWARI S/O D/O W/O Mr.DEVENDRA TIWARI
FLAT NO-501, JUDGES RESIDENCE, MODEL TOWN-201001

RACPC / PL / Date:15-10-2019

Dear Sir/Madam,

**PERSONAL SEGMENT ADVANCES
AUTO LOAN - SBI CAR LOAN SCHEME**

Mr. PIYUSH TIWARI S/O D/O W/O Mr.DEVENDRA TIWARI

MEDIUM TERM LOAN OF ₹8,00,000.00

With reference to your application dated **14/10/2019** , we are pleased to advise you that the loan has been sanctioned. The Sanction Letter and the related documents have been forwarded to **RAJ NAGAR, GZB.** branch. Please, visit the branch at your earliest convenience to execute the documents and get the disbursement as per schedule. For our best service, we remain,

Yours faithfully,

ASSTT. GENERAL MANAGER

SBI CAR LOAN SCHEME

[TO BE STAMPED AS AN AGREEMENT IN ACCORDANCE WITH THE STAMP ACT IN FORCE IN THE STATE IN WHICH THE DOCUMENT IS EXECUTED]

This AGREEMENT made at **RAJ NAGAR, GZB.** on the 16th day of October Winteen two thousand _____ between Mr. **PIYUSH TIWARI Son/Daughter/Wife of DEVENDRA TIWARI at present aged around 36 years and residing at FLAT NO-501, JUDGES RESIDENCE, MODEL TOWN-201001**, [hereinafter called 'the Borrowers' which expression shall include his/her representatives, heirs, executors, administrators and assignees] of the ONE PART and STATE BANK OF INDIA, a corporation constituted under the State Bank of India Act, 1955 and having one of its Local Head Offices at and amongst other places a branch office at **RAJ NAGAR, GZB.** (hereinafter referred to as the 'the Bank' which expression shall unless repugnant to the context or meaning thereof be deemed to include the successors and assignees) of the OTHER PART.

WHEREAS the Bank at the request of the Borrower agreed to grant to the Borrower a personal loan under [SBI CAR LOAN SCHEME Scheme] of **₹ 8,00,000.00 [Rupees Eight Lakhs Only .]** as set forth in the Borrower application dated **14/10/2019** a copy of which is annexed and forms part of this Agreement.

IT IS HEREBY AGREED AS FOLLOWS :

1. The request for grant of the loan by the Borrower shall be deemed to constitute the basis of this Agreement and the loan advanced/to be advanced by the Bank to the Borrower.
2. The Borrower hereby agrees that the loan shall inter alia be governed by the terms hereof.
3. The Borrower expressly agrees and undertakes to notify the Bank in writing of any circumstances affecting the correctness of any of the particulars set forth in his/her application immediately after the occurrence thereof.
4. Amount of loan may be directly paid to the Borrower in the manner decided by the Bank upon request of the Borrower.
- 4A. Simultaneously with the execution of this agreement, the Borrower, shall pay one time processing fee to the Bank as applicable, immediately on sanction of the loan.
5. The Borrower shall repay to the Bank, the amount of the loan together with interest, as per arrangement / sanction which forms part of this Agreement in **36** Equated Monthly Instalments [EMI] of **₹25,403.00** each, which number is however, subject to change depending upon changes in rate of interest and any other debits raised in the account like insurance charges, fees, etc. The first EMI shall be payable on the **15/11/2019** and the subsequent instalments on or before the same date of each succeeding months thereafter, till the entire loan is fully repaid with interest and other unpaid penalty, costs, charges and expenses.

The bank shall be entitled to increase or decrease the amount as well as the number of EMI which comprises of principal and interest at its sole discretion either on account of change in interest rate or otherwise and the borrower undertakes to pay EMI as determined by the bank till the time the entire loan together with interest and other unpaid penalty, costs, charges and expenses is repaid.

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

Such interest will start accruing from the date of disbursement of the loan or the date of disbursement of the first instalment of the loan where such loan is paid in instalments or first instance of availment of overdraft limit. Without prejudice to the other rights of the Bank, if the Borrowers default in making any payment to the Bank, the Borrowers shall pay to the Bank additional interest at the penal rate of interest [or at such higher rate as the Bank may specify from time to

time] on the amount of such default from the date of default till the date of payment and the Borrowers shall be liable to pay interest on the defaulted amount of interest and penal interest at rate applicable to the loan amount with monthly rests.

7. On demand the Borrowers agree to deliver to the Bank post-dated cheques for the monthly instalments and the Borrowers warrant that the cheques will be honoured on first presentation. Any non-presentation of a cheque due to any reason will not affect the liability of the Borrowers to pay the monthly instalments or any other sum. The Borrowers agree to forthwith replace the cheque / issue fresh cheques if required by the Bank.

8. The Borrowers agree that if any instalment due hereunder is not paid on due date or the Borrowers fail to maintain the outstandings in the loan account within the drawing power where the loan is granted by the Bank as an overdrawn limit in the manner set out in clause 5 hereinabove the agreement of the Bank to accept repayment of the said loan by instalments or otherwise, shall at the option of the Bank forthwith determine, and the whole balance of the said loan / overdraft account unpaid at the date of such default shall immediately thereupon become payable to the Bank.

9. If :

i] the Borrowers fail to pay any amount under this agreement on or before the due date or commits breach of any of the term, covenants or conditions contained in this agreement ; or
ii] it is found that the Borrowers have made any misrepresentation to the Bank; or
iii] there exists any circumstance which in the opinion of the Bank prejudicially affects or may affect the Bank's interest or the Borrowers' ability to repay the loan ; or
iv] the Borrowers commit any default under any other agreement with the Bank; then, without prejudice, to the Bank's other rights, the Bank shall be entitled at its option, to demand immediate repayment of the outstanding amount of the loan, interest, additional interest, fees, costs, charges, expenses, stamp duty and all other sums whatsoever payable by the Borrowers to the Bank under this agreement and / or in connection with the loan [hereinafter collectively referred to as 'the Borrowers out standings'] and the Borrowers shall pay the same to the Bank forthwith.

10. Notwithstanding anything stated elsewhere in this agreement, the continuation of the loan shall be at the sole and absolute discretion of the Bank and the Borrowers' outstandings shall be payable by the Borrowers to the Bank on demand. The Bank may at any time in its sole discretion and without assigning any reason call upon the Borrowers to Pay the Borrowers' outstandings and thereupon the Borrowers shall pay the whole of the Borrowers' outstandings to the Bank without any delay or demur.

11. The borrowers hereby further agree that as precondition of the loan advances given to them by the Bank, that in case of default in repayment of the loan / advances or in the repayment of the interest thereon or any of the agreed instalment of the loan on due date/s, or in maintaining the outstanding amount within the Drawing Power at any point of time, the Bank and / or the Reserve Bank of India will have an unqualified right to disclose or publish their names as defaulters in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit and the borrowers will not claim any right of secrecy to them account.

12. Notwithstanding anything contained herein above, I/We confirm having agreed that the Bank reserves the absolute right to cancel the limits (either fully or partially) unconditionally without prior notice (a) in case the limits/part of the limits are not utilised by me/ us, and/ or (b) in case of deterioration in the loan accounts in any manner whatsoever, and/or (c) in case of non-compliance of terms and conditions of sanction.

13. The Borrowers hereby confirm, declare and agree :

i] that the monthly instalments shall automatically stand increased by any rates, taxes, charges, imposts, levies and monies whatsoever that are or may be levied on these or the transaction hereunder or which are or may become payable by the Bank by virtue of entering into this agreement. In the case of availing the loan as an overdraft limit, the outstanding amount will at all times be maintained within the Drawing Power.

ii] to bear and pay all taxes, rates, duties, charges and other imposts and obligations, existing as well as future in respect of the transaction hereunder.

iii] that the Bank shall have a paramount right of set off and in exercise of the Bank's general lien under law, the Bank shall also have a paramount right of lien on all monies, accounts, securities, deposits, goods and other assets and properties belonging to the Borrowers or standing to the Borrowers' credit [whether singly or jointly with any other person/s] which are or may at any time be with or in possession or control of any branch of the Bank for any reason or purpose whatsoever.

iv) that any statement of account furnished by the Bank shall be accepted by and be binding on the Borrowers and shall be conclusive proof of the correctness of the amounts mentioned therein.

v) that the Borrowers shall not be entitled to call upon the Bank to refrain from presenting any cheque for payment and if the Borrowers do so, the Bank shall nevertheless be entitled to present the cheque for payment and in the event of dishonour the provisions under Chapter XVII of the Negotiable Instruments Act, 1881, shall apply.

vi) that each of the Borrowers is a major and is competent in law to execute this Agreement.

14. Any delay in exercising or omission to exercise any right, power or remedy accruing to the Bank under this agreement or any other agreement or document shall not impair any such right, power or remedy and shall not be construed to be a waiver thereof or any acquiescence in any default, nor shall the action or inaction of the Bank in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of the Bank in respect of any such default.

15. This agreement shall operate as a continuing security for all monies, indebtedness and liabilities aforesaid due by the Borrowers to the Bank.

16. That the Borrowers agree that the Bank shall be entitled to transfer the loan account any of the branches of the bank after giving due notice.

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

18. The Borrower declares and undertakes that the Borrower has not paid/shall not pay any commission to any person's for furnishing guarantees, counter guarantees or indemnities or for undertaking any other liability with respect to the aforesaid loans.

IN WITNESS hereof the parties have signed and delivered the agreement at the date and place above mentioned.

Signed & Delivered by

**Mr. PIYUSH TIWARI S/O D/O W/O Mr. DEVENDRA TIWARI
FLAT NO-501, JUDGES RESIDENCE, MODEL TOWN-201001**

(Borrower) (Signature)

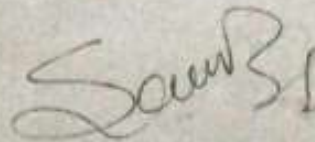
Date: 16.10.2019

Signed and Delivered for and on behalf of State Bank of India by

Sameer Singh (Name) Signature

By Mr. Singh [Designation] **RAJ NAGAR, GZB.**

an authorised Officer of the State Bank of India



A/c - 38850198499

3

LOS Application ID - 17494904

ARRANGEMENT LETTER

State Bank of India
RAJ NAGAR, GZB.

To

1) Shri/Smt/Kum
Mr. PIYUSH TIWARI S/O D/O W/O Mr. DEVI-22726
TIWARI
FLAT NO-501, JUDGES RESIDENCE, HSG001
TOWN-201001

Date: 16.10.2019

Reference No.

Dear Sir/Madam,

PERSONAL SEGMENT ADVANCES
SBI CAR LOAN SCHEME
DL | TL | OD OF ₹ 8,00,000.00

With reference to your loan application dated 14/10/2019, we hereby sanction you a Loan of ₹ 8,00,000.00 (Rupees Eight Lakhs Only) on the following terms and conditions.

1. Purpose :

The loan is sanctioned to you as per your application dtd. 14/10/2019

3. Repayment :

The loan is to be repaid in **36 EMI of ₹ 25,403.00**. The number of EMIs may increase / vary if the entire loan with interest, cost, charges and expenses is not repaid by / with the stipulated number of EMIs by reason of increase in the rate of interest or otherwise. The EMIs 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.

4. In the event of my/we failing to repay any/two or more installment (s) at any point of time, the Bank may send reminder or make tele-call/SMS or depute an official to meet me/us personally, all the incidental charges applicable thereto such as postage, telephone/SMS charges, transportation charges, on actual, would be recovered from you.

5. Security :

The loan will be guaranteed by

6. Processing Charges :

Processing charges of ₹ 1770 (Rupees One Thousand Seven Hundred Seventy Only) are payable immediately.

Please call on us on any working day to execute the documents. The loan is also subject to other terms and conditions 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, in token of acceptance of the terms and conditions detailed therein.

7. The Borrower shall provide an undertaking in the form required by the Bank that no consideration has been given to the guarantor/s in respect of the guarantee to be executed in favour of the Bank for securing the facilities granted.

(** Applicable in respect of advances which are secured by guarantee)

A/c - 38850198499

3

LOS Application ID - 17494904

ARRANGEMENT LETTER

State Bank of India
RAJ NAGAR, GZB.

To

1) Shri/Smt/Kum
Mr. PIYUSH TIWARI S/O D/O W/O Mr. DEVI-22726
TIWARI
FLAT NO-501, JUDGES RESIDENCE, HSG001
TOWN-201001

Date: 16.10.2019

Reference No.

Dear Sir/Madam,

PERSONAL SEGMENT ADVANCES
SBI CAR LOAN SCHEME
DL | TL | OD OF ₹ 8,00,000.00

With reference to your loan application dated 14/10/2019, we hereby sanction you a Loan of ₹ 8,00,000.00 (Rupees Eight Lakhs Only) on the following terms and conditions.

1. Purpose :

The loan is sanctioned to you as per your application dtd. 14/10/2019

3. Repayment :

The loan is to be repaid in **36 EMI of ₹ 25,403.00**. The number of EMIs may increase / vary if the entire loan with interest, cost, charges and expenses is not repaid by / with the stipulated number of EMIs by reason of increase in the rate of interest or otherwise. The EMIs 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.

4. In the event of my/we failing to repay any/two or more installment (s) at any point of time, the Bank may send reminder or make tele-call/SMS or depute an official to meet me/us personally, all the incidental charges applicable thereto such as postage, telephone/SMS charges, transportation charges, on actual, would be recovered from you.

5. Security :

The loan will be guaranteed by

6. Processing Charges :

Processing charges of ₹ 1770 (Rupees One Thousand Seven Hundred Seventy Only) are payable immediately.

Please call on us on any working day to execute the documents. The loan is also subject to other terms and conditions 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, in token of acceptance of the terms and conditions detailed therein.

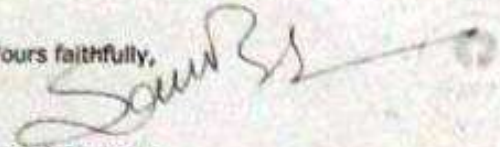
7. The Borrower shall provide an undertaking in the form required by the Bank that no consideration has been given to the guarantor/s in respect of the guarantee to be executed in favour of the Bank for securing the facilities granted.

(** Applicable in respect of advances which are secured by guarantee)

8. Notwithstanding anything contained herein above, I/We confirm having agreed that the Bank reserves the absolute right to cancel the limits (either fully or partially) unconditionally without prior notice (a) in case the limits/part of the limits are not utilised by me/ us, and/ or (b) in case of deterioration in the loan accounts in any manner whatsoever, and/or (c) in case of non-compliance of terms and conditions of sanction.

The terms and conditions specified in this letter hold good for a period of 45 days from the date of this letter.

Yours faithfully,



Branch Manager

Received the original. Terms and conditions accepted

Mr. PIYUSH TIWARI S/O D/O W/O Mr. DEVENDRA TIWARI
FLAT NO-501, JUDGES RESIDENCE, MODEL TOWN-201001

(Borrower) (Signature)

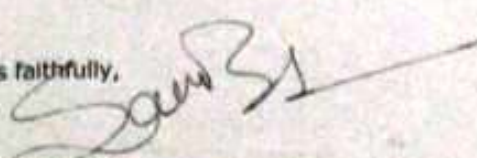
Date:

Terms and conditions accepted

8. Notwithstanding anything contained herein above, I/We confirm having agreed that the Bank reserves the absolute right to cancel the limits (either fully or partially) unconditionally without prior notice (a) in case the limits/part of the limits are not utilised by me/ us, and/ or (b) in case of deterioration in the loan accounts in any manner whatsoever, and/or (c) in case of non-compliance of terms and conditions of sanction.

The terms and conditions specified in this letter hold good for a period of 45 days from the date of this letter.

Yours faithfully,


Branch Manager

Received the original. Terms and conditions accepted

Mr. PIYUSH TIWARI S/O D/O W/O Mr.DEVENDRA TIWARI
FLAT NO-501, JUDGES RESIDENCE, MODEL TOWN-201001

(Borrower) (Signature)

Date:

Terms and conditions accepted

Letter from Branch to dealer/supplier

BRANCH: RAJ NAGAR,GZB.

Branch Code: 3030

To,

M/s ASB AUTOMOBILES PVT LTD

(Name & Address of the Dealer/Supplier)

NO.

Date:

Dear Sir/Madam,

Ref: your Performa Invoice / letter No.123

dated 06-10-2019 for supply of KIA MOTORS, SELTOS

to Shri / Smt / Mr. PIYUSH TIWARI S/O D/O W/O Mr.DEVENDRA TIWARI (1st applicant)

Shri / Smt / (2nd applicant)

Hereinafter jointly referred to as Borrowers.

1. With reference to your Performa invoice/letter no. 123 dated 06-10-2019, we have today credited your account with

Bank Account No.	38635781707
Name of the Bank	STATE BANK OF INDIA(SBI)
Name of Branch	NAVYUG MARKET GZB
UTR No.	
Amount	

being the cost of vehicle to be supplied/delivered to above borrower. The details of vehicle, loan and margin paid by the borrower are as under:

a)	Make of vehicle	2019
b)	Model and Variant	SELTOS1335
c)	Cost of the Vehicle (On Road Price)	1844016



d)	Amount paid to you by borrower	1044016
e)	Amount paid by the borrower in Bank as Margin	0
f)	Loan Amount	800000
g)	Total Amount Credited to your Bank A/c (e+f)	800000
h)	Car Loan Account No.	

2. Please note that the amount is to be appropriated specifically towards the purchase price of the said vehicle. It should not be appropriated by you towards or set off against any other debt or liability due owing to you by above borrower(s). Please note that the Bank will have the right to call back the amount if you fail to deliver the vehicle to the above named person against his/her acknowledgement. The specification of the vehicle such as make, model should not be changed from what is stated in your proforma invoice mentioned above without the consent in writing from us.

3. In no case any amount should be refunded by you to the borrower. In case you have to refund any amount in part or full for any reason whatsoever, it should be sent to us directly by A/c Payee cheques favouring SBI Car Loan A/c No Shri/Smt PIYUSHTIWARI.

4. Please advise us the full particulars such as engine number/chassis number/year of manufacture etc. of the vehicle delivered to the above borrowers. You are requested not to deliver the vehicle without the comprehensive insurance policy with appropriate endorsement in favour of State Bank of India RAJ NAGAR, GZB. Branch. The Original Invoice, Receipt for the above payment and copy of the insurance (cover note/ policy) should be handed over to us within a period of three days from the date of disbursement.

5. The above borrower(s) have been sanctioned by us a Term Loan of ₹ 800000 by us for purchase of vehicle. Please, therefore, ensure that the Hypothecation Charge over the vehicle to be supplied to the above borrower(s) is registered in favour of State Bank of India, RAJ NAGAR, GZB. Branch in the books of Regional Transport Officer. The vehicle should be registered in the name of the 1st applicant only. Please arrange to obtain a Certificate from RTO to the effect of having registered our hypothecation charge, which may be forwarded to us for our record. The relative form signed by the borrower and the Bank for this purpose is forwarded herewith.

6. In all cases, where the vehicle is not delivered to the customer for any reason whatsoever, the amount paid shall be refunded by you to the Bank directly. In case where the delivery of the vehicle is not made by you to the customer by reason of your not being able to do so, you will be liable to the customer for all claims/actions initiated by the customer and shall make good all charges/costs/expenses incurred by State Bank of India due to your conduct, by reimbursing forthwith such amount incurred by the Bank. You will also be liable to compensate the Bank for any loss/liability arising due to your non-compliance of any of the above terms and conditions.

Yours faithfully


Branch Manager



(To be filled in and returned to the Branch by the Dealer supplying the vehicle)

Vehicle Make: 2019SELTOS1335
Engine Number:

Date of delivery:
Chassis Number:

(Signature and stamp of the dealer)

LOS Application ID - 17494904

VEHICLE DELIVERY LETTER

PIYUSH TIWARI s/w/d of DEVENDRA TIWARI
FLAT NO-501, JUDGES RESIDENCE, MODEL TOWN,
- GHAZIABAD-NOIDA
Ph.201001, M-7750503932

To
The Asst. General Manager,
State Bank of India,
RAJ NAGAR, GZB.

Dear Sir,

TERM LOAN OF ₹8,00,000.00 (Rupees Eight Lakhs Only) SANCTIONED TO ME / US FOR PURCHASE OF KIA SELTOS

You have sanctioned to me / us a term loan of ₹8,00,000.00 (Rupees Eight Lakhs Only) to enable me / us to purchase a KIA SELTOS hereinafter referred to as the (Vehicle/ Vessel/ Machinery) and the repayment hereof with interest, cost charges and expenses is secured interalia by pledge / hypothecation of the vehicle / vessel / machinery as evidenced by the loan cum-hypothecation agreement dated 16.10.2019 executed by me/ us in favour of the Bank which also contains the terms and conditions applicable to the loan.

In the said agreement full particulars and hypothecation to the Bank could not be set out. Full particulars and description of the Vehicle / Vessel / machinery under pledge / hypothecation of the vehicles / vessels / machinery are as set out in the schedule annexed hereto.

I/We hereby declare, covenant and confirm that:

(I) The Vehicle / vessel / tractor / machinery under pledge / hypothecation to the Bank as security for the repayment of above mentioned term loan (with interest, cost, charges and expenses) granted to me / us under the loan agreement is as set out in the schedule hereto annexed.

(II) The said schedule shall be deemed to have been incorporated into and forming part of the above said loan agreement as from the date on which it is executed.

Schedule of vehicles / vessels / machinery

1. Class of Vehicle :
2. Maker's Name :
3. Type of Body :
4. Year of Manufacture :
5. No. of Cylinders :
6. Chassis No. :
7. Fuel used :
8. Horse Power :
9. Maker's classification or wheel base :
10. Seating Capacity :
11. Unladen weight :

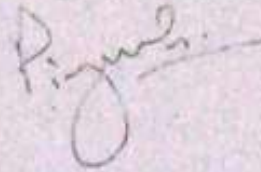
Scanned

Mr. PIYUSH TIWARI S/O D/O W/O Mr. DEVENDRA TIWARI

NO-501, JUDGES RESIDENCE, MODEL TOWN-201001

(tower)

(Signature)



Date: 10.10.2019

GUARANTOR'S ENDORSEMENT

I/We who have guaranteed the repayment of the loan referred to in the above letter with interest, cost, charges and expenses, assent to what is stated therein and confirm that the vehicle/vessel/machinery under pledge/hypothecation to the Bank is also shown in the above schedule.

GUARANTOR(S)

Date:



ASB Automobiles Private Limited
Plot No. 42/12, Minerva Road, Sector 22,
Industrial Area, Ghaziabad

Pin: 201015553
GST No: 09AARCA0839P1ZX

10

Vehicle Tax Invoice

Dealer GST No	09AARCA0839P1ZX	Customer GST No	
Customer Name	Mr. PIYUSH TIWARI	Customer Id	C2010001709
Address	FLAT NO-501, JUDGES RESIDENCE MODEL TOWN GHAZIABAD UTTAR PRADESH 201009	Invoice No	00000000000000000000
S.O.W of	Mr. DEVENDRA KUMAR TIWARI	Invoice Date	10/11/2023
Financed by/Hypo by	State Bank of India	Phone No	7705079002
		PAN No	AHDPK5322L
		Place of Supply	UTTAR PRADESH

PARTICULARS	AMOUNT (IN ₹)
1) Price of One SELTOS KIA Sedan Smartstream G1.4T-GDI 1500 CC Plus STEEL SILVER	1,102,750
2) Discount	0
3) Net Selling Price	1,102,750
4.1) CGST 14%	154,385
4.2) SGST 14%	154,385
4.3) Compensation Cess 17%	187,497
	0
TOTAL	1,599,000
TCS @1%	15,990
GRAND TOTAL	1,614,990

Rupees Sixteen Lakhs Fourteen Thousand Nine Hundred Ninety Only

Vehicle Particulars

Chassis No	Engine No	Key No	Registration No
MZBE1811LKN010180	G4LDKD100030	KM1125	UP14A010180

For ASB Automobiles Private Limited

Signature of Customer

Authorized Signatory





Office Copy

Printed On: 23-Oct-2019 09:52:36



GOVERNMENT OF UTTAR PRADESH

Transport Department
Ghaziabad,UP



RECEIPT/APPL No: UP14D19100008430/UP19102104458022
 Vehicle Class: Motor Car
 Received From: PIYUSH TIWARI
 Receipt Date: 21-Oct-2019
 Vehicle No: UP14EE2705
 Regn Date: 22-Oct-2019
 Transaction Id: UPY1910211332687
 Remarks: ONLINE TAX

Chassis No: MZBET811LKN010180
 Sale Amount: 1599000/-
 Bank Ref No: CHC1132486

Particular	Amount	Fine/Penalty/Addl. Fee	Total
MV Tax(19-Oct-2019 to One Time)	159900	0	159900
Hypothecation Addition	1500	0	1500
New Registration	600	0	600

GRAND TOTAL (in Rs): 162000/- (ONE LAKH SIXTY TWO THOUSAND ONLY)

Note-- This is computer generated slip, no need of signature (<https://parivahan.gov.in>)

GOURAV SHARMA
ASB AUTOMOBILES PVT LTD

Customer Copy

Printed On: 23-Oct-2019 09:56:39



GOVERNMENT OF UTTAR PRADESH

Transport Department
Ghaziabad,UP



RECEIPT/APPL No: UP14D19100008430/UP19102104458022
 Vehicle Class: Motor Car
 Received From: PIYUSH TIWARI
 Receipt Date: 21-Oct-2019
 Vehicle No: UP14EE2705
 Regn Date: 22-Oct-2019
 Transaction Id: UPY1910211332687
 Remarks: ONLINE TAX

Chassis No: MZBET811LKN010180
 Sale Amount: 1599000/-
 Bank Ref No: CHC1132486

Particular	Amount	Fine/Penalty/Addl. Fee	Total
MV Tax(19-Oct-2019 to One Time)	159900	0	159900
Hypothecation Addition	1500	0	1500
New Registration	600	0	600

GRAND TOTAL (in Rs): 162000/- (ONE LAKH SIXTY TWO THOUSAND ONLY)

Note-- This is computer generated slip, no need of signature (<https://parivahan.gov.in>)

GOURAV SHARMA
ASB AUTOMOBILES PVT LTD

12



GOVERNMENT OF UTTAR PRADESH
Transport Department Ghaziabad
FORM 23
CERTIFICATE OF REGISTRATION

Registration No : UP14EE2705
Registration Date : 22-Oct-2019
Description of Vehicle : MOTOR CAR
Purpose For Printing RC : NEW
Dealer's Name & Address : ASB AUTOMOBILES PVT LTD, C 1/2 SECTOR 22, MEERUT ROAD INDUSTRIAL AREA...
Owner Name : PIYUSH TIWARI
Son/wife/daughter of : DEVENDRA KUMAR TIWARI
Full Address: (Permanent) : FLAT NO-501, JUDGES RESIDENCE, MODEL TOWN, GHAZIABAD, UTTAR PRADESH-201009
Full Address: (Temporary) : FLAT NO-501, JUDGES RESIDENCE, MODEL TOWN, GHAZIABAD-UTTAR PRADESH-201009
Fitness UpTo : 21-Oct-2034
Tax UpTo : One Time
Owner Serial No : 1
Detailed Description
Class of Vehicle : MOTOR CAR
Link Vehicle No :
Ownership : INDIVIDUAL
Norms : BHARAT STAGE VI
Maker's Name : KIA MOTORS INDIA PVT LTD
Front HSRP No : AA1004376600
Rear HSRP No : AA1004376601
Type of Body : STATION WAGON
Month/Year of Manuf. : 08/2019
No of Cylinders : 4
Chassis No : MZBET811LKN010180
Engine No : G4LDKD100939
Fuel : PETROL
Horse Power(BHP) : 138.02
Cubic Capacity : 1353.00
Maker's Classification : SELTOS G1.4 6MT GTX PLU Wheel base : 2610
Seating Cap(in all) : 5
Standing Cap : 0
Sleepar Cap : 0
Unladen Wt (kgs) : 1289
Colour : STEEL SILVER
Laden/GV Wt (kgs) : 1695
Other Criteria :
AC Fitted : YES
Vehicle Purchase As : Fully Built

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

Table with 3 columns: By Manuf., Description, As Regd., Weight(in kgs). Rows include a) Front, b) Rear, c) Other, d) Tandem.

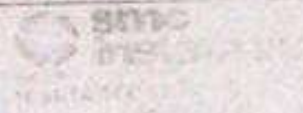
The motor vehicle above described is subject to Hypothecation in favour of STATE BANK OF INDIA, NA, Ghaziabad, Uttar Pradesh-201009 w.e.f. 21-Oct-2019.

Purchase dt : 19-Oct-2019
Sale Amt : 1599000/-
OTT Date : 19-Oct-2019
Amount/Rcpt No : 159900 /
UP14D19100008430
TaxUpTo : One Time
Vehicle is Govt./ Pvt. : PRIVATE
Tax Exempted or Not : NOT EXEMPTED
Date of Approval : 22-Oct-2019
Other State/Transfer/Conversion Details
Previous Owner :
Previous RegNo :
Old State :
Entry Date :
Transfer Date :
Conversion Date :

Date : 30-Oct-2019 13:31:30
Taxation Particulars / Advance Registration Mark Fee Details

Signature of Registering Authority
Ghaziabad, 30-Oct-2019

483965



Dear Sir/Madam,

Greetings From ASE AUTOMOBILES PRIVATE LIMITED

It is our privilege to have you as a customer of "KIA Safety" program and thank you for insuring your KIA SELTOS GTX - 1.5L PETROL, as per below summary (kindly refer to policy schedule for details);

Policy No.: 3001/KA-14796739/00/000	Insurer Name: ICICI Lombard General Insurance Co. Ltd.
Vehicle Registration: New	Vehicle IDV: Rs.1519050
Electrical Accessories IDV: 0	Non Electrical Accessories IDV: 0
Compulsory Deductible: Rs.1000	Policy Start Date: / /
NCB % (as declared/eligible): 0%	Own Damage: 19-Oct-2019(16:11:00)
Coverage: Bundled Private car package	Period of Third Party Liability: 19-Oct-2019(16:11:00)
	CPA Owner Driver: 19-Oct-2019(16:11:00)
	CPA Owner Driver: 18-Oct-2022(Midnight)
	CPA Owner Driver: 18-Oct-2022(Midnight)

Add on Cover(s) opted. Zero Depreciation, CONSUMABLES, Engine protect Plus, Tyre Protect, Key Protect, Loss of Personal Belongings

As KIA Safety program customer, you'll benefit with a bouquet of feature and services to ensure that ownership of your KIA SELTOS and the insurance policy provides convenience and satisfaction in the event of an unforeseen event.

You benefit with instant insurance coverage of the vehicle as per policy conditions*, a wide range of Motor Insurance Add on Covers* with unique features (for more details pls. enquire from Dealer Designated Person) and access to cashless claims* settlement across all KIA Motor Dealer Workshops/Service Centres across India.

Renewal* of insurance policies can be effected online, at KIA Safety Call Centre or at any KIA MISP Dealer partner with facilities of online premium payment at the convenience from your home, office or while on the move.

In the event should you require assistance on your motor insurance policy, you'll have access to exclusive and dedicated call centres (Toll free No. 1800 2666 9666) & helpdesk (contact email - support@kiasafety.com) to attend to your queries and expedite assistance & support.

We always look forward to your continued patronage and assure our best services.

Best wishes for miles of safe and enjoyable driving and a wonderful ownership experience.

Best regards,
Team KIA Safety

*Subject to Terms and Conditions of insurers & payment of insurance premium, Admissibility of claims at the sole discretion of respective insurance company.

BROKERS DETAILS:

SMC Insurance Brokers Pvt. Ltd.
 IRDA - DIRECT BROKER LICENSE NO: DB 272/04 /289
 VALID UPTO : 27 Jan 2020
 CIN NO : U66000DL1995PTC172311
 Corporate Office: Parsavnath Metro Mall, Pratap Nagar, New Delhi-110007.
 Email ID: support@kiasafety.com
 Toll Free No: 1800-2666-9666

FORM NO. 27D

[See rule 37D]

Certificate under section 206C of the Income-tax Act, 1961 for tax collected at source

Certificate No. JMXVUJA		Last updated on	
Name and Address of the Collector		Name and Address of the Collectee	
ASH AUTOMOBILES PRIVATE LIMITED 808/8, TH F-56, EROS APARTMENT, NEHRU PLACE SONA SWEETS, SOUTH DELHI, NEW DELHI - 110019 Delhi rksharma@bhardwaiservices.com		PIYUSH TIWARI D K TIWARI, 76, GMS ROAD, ENGINEERS ENCLAVE, DEHRADUN - 248001 Uttarakhand	
PAN of the Collector	TAN of the Collector	PAN of the Collectee	Collectee Reference No. provided by the Collector (if any)
/ARCA0839P	DELA50336G	AIIPPT5760L	
CIT (TDS)		Assessment Year	Period
The Commissioner of Income Tax (TDS) Aayakar Bhawan, District Centre, 6th Floor Room no 610, Hall no. 4, Luxmi Nagar, Delhi - 110092		2020-21	From 01-Oct-2019

Summary of receipt

Sl. No.	Amount received/debited (Rs.)	*Nature of receipt	Date of receipt / debit
1	1599000.00	206CL	17-Oct-2019
Total (Rs.)	1599000.00		

Summary of tax collected at source in respect of the collectee

Quarter	Receipt Numbers of Original Quarterly Statements of TDS Under sub-section (3) of Section 200	Amount of Tax collected in respect of collectee (Rs.)	Amount of Tax deposited / remitted in respect of collectee (Rs.)
Q3	QTVBDHKA	15990.00	15990.00

I. DETAILS OF TAX COLLECTED AND DEPOSITED IN THE CENTRAL GOVERNMENT ACCOUNT THROUGH BOOK IDENTIFICATION
 (The collector to provide payment wise details of tax collected and deposited with respect to the collectee)

Sl. No.	Tax deposited in respect of the collectee (Rs.)	Book Identification Number (BIN)			**Status of matching with QLTAN
		Receipt numbers of Form No.24G	DDO Serial Number in Form No.24C	Date of Transfer voucher	
Total (Rs.)					

II. DETAILS OF TAX COLLECTED AND DEPOSITED IN THE CENTRAL GOVERNMENT ACCOUNT THROUGH CHALLAN
 (The collector to provide payment wise details of tax collected and deposited with respect to the collectee)

Sl. No.	Tax deposited in respect of the collectee (Rs.)	Challan Identification Number (CIN)			**Status of matching with QLTAN
		BSR Code of the Bank Branch	Date on which tax deposited	Challan Serial Number	
1	15990.00	0014431	08-Nov-2019	00055	
Total (Rs.)	15990.00				

Verification

I, **RAMA KANT SHARMA**, son / daughter of **RAM SARAN SHARMA** working in the capacity of **DIRECTOR** (designation), do hereby certify that a sum of Rs. 15990.00 [Rupees Fifteen Thousand Nine Hundred and Ninety Only] has been deducted and a sum of Rs. 15990.00 [Rupees Fifteen Thousand Nine Hundred and Ninety Only] has been collected and deposited to the credit of the Central Government. I further certify that the information given above is true, complete and correct based on the books of account, documents, TCS statements, TCS deposited and other available records.

Signature Not Verified
 Digitally signed by **RAMA KANT SHARMA**
 Date: 15.02.2020 10:24:12 +05:30

Place	NEW DELHI, SOUTH DELHI	Signature of person responsible for collection of tax
Date	08-Feb-2020	
Designation:	DIRECTOR	Full Name: RAMA KANT SHARMA

Notes:

1. Government collectors to fill information in item I if tax is paid without production of an income-tax challan and in item II if tax is paid accompanied by an income-tax challan.
2. Non-Government collectors to fill information in item II.
3. The collector shall furnish the address of the Commissioner of Income-tax (TDS) having jurisdiction as regards TCS statements of the assessee.
4. In items I and II, in column for tax deposited in respect of collection, furnish total amount of TCS, surcharge (if applicable) and education cess (if applicable).

* Nature of Payment

Section Code	Description
206CA	Alcoholic liquor for human consumption
206CB	Timber obtained under a forest lease
206CC	Timber obtained under any mode other than forest lease
206CD	Any other forest product not being timber or tendu leaves
206CE	Scrap
206CF	Parking Lot
206CG	Toll plaza
206CH	Mining and quarrying
206CI	Tendu leaves
206CJ	Minerals, being coal or lignite or iron ore
206CK	Bullion or jewellery

**Status of Matching

Legend	Description	Definition
U	Unmatched	Collectors have not deposited taxes or have furnished incorrect particulars of tax payment. Final credit will be reflected only when payment details as bank match with details of deposit in TCS statement.
P	Provisional	Provisional tax credit is effected only for TCS Statements filed by Government collectors. "P" status will be changed to Final ("F") on verification of payment details submitted by Pay and Accounts Officer (PAO).
F	Final	In case of non-government collectors, payment details of TCS deposited in bank by collector have matched with the payment details mentioned in the TCS statement filed by the collectors. In case of government collectors, details of TCS booked in Government account have been verified by Pay & Accounts Officer (PAO).
O	Overbooked	Payment details of TCS deposited in bank by collector have matched with details mentioned in the TCS statement but the amount is over-claimed in the statements. Final (F) credit will be reflected only when collector reduces claimed amount in the statement or makes new payment for excess amount claimed in the statement.