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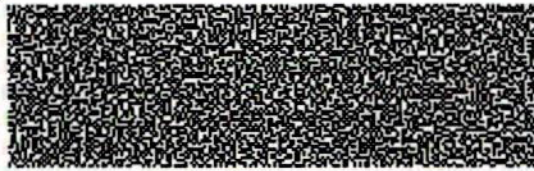
INDIA NON JUDICIAL

Government of Karnataka

Rs. 100

e-Stamp

**Certificate No.** : IN-KA77244111446358V  
**Certificate Issued Date** : 05-Sep-2023 05:59 PM  
**Account Reference** : NONACC/ kakscsa08/ KORAMANGALA17/ KA-JY  
**Unique Doc. Reference** : SUBIN-KAKAKSCSA0828014647882071V  
**Purchased by** : MANAPPURAM FINANCE LIMITED  
**Description of Document** : Article 1 Acknowledgement  
**Description** : ACKNOWLEDGEMENT  
**Consideration Price (Rs.)** : 0  
 (Zero)  
**First Party** : MANAPPURAM FINANCE LIMITED  
**Second Party** : NOT APPLICABLE  
**Stamp Duty Paid By** : MANAPPURAM FINANCE LIMITED  
**Stamp Duty Amount(Rs.)** : 100  
 (One Hundred only)



Please write or type below this line

Manappuram Finance Limited

## Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

By DEEP/MS  
05/09/2023 05:59 PM  
Stamp#IN-KA77244111446358V

## **CONSUMER DURABLES LOAN AGREEMENT**

This LOAN AGREEMENT is made at the place and on the day mentioned in the **schedule-1** herein, entered by and between:

**Manappuram Finance Ltd**, a company incorporated under the provisions of the Company Act, 1956 having its registered office at Manappuram House, Valapad, Thrissur, Kerala – 680567 hereinafter referred to as the 'Lender' (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the One Part,  
AND

THE BORROWER whose names and addresses are stated in **schedule 1**, hereinafter referred to as 'Borrower' of the Other Part. The Borrower and Lender are hereinafter individually referred as 'Party' and collectively referred as 'Parties'.

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

1. The Borrower borrowed from the Lender and the Lender has granted a loan not exceeding the amount stated in the schedule-2 on the term, conditions, and the purpose as the stated in this agreement and / or in the Borrower's applications for the loan and the Lender has transferred the loan amount as product value to the Dealer Account after deducting charges applicable as per schedule-2.
2. The Borrower shall be liable to pay interest on the loan from the date of this agreement, at the rate of interest as specified in schedule-2 and shall be compounded with monthly rests on the outstanding balances at the end of each month.
3. The Borrowers shall repay the loan interest, and other charges as per the schedule 2.
4. The Lender, at its sole discretion, and on such terms as to pre-payment/part payment as it may prescribe, permit acceleration of part payment or prepayment at the request of the Borrower(s) subject to such conditions as stipulated in the Schedule-2
5. The Borrower shall pay to the Lender non-refundable processing/service charges as stated in the schedule 2.
6. If the Borrower defaults in making any payment due to the Lender, the Borrower shall pay to the Lender additional interest at the rate of specified in the schedule 2.
7. The Lender in its sole discretion would be entitled to modify and vary the said rate of interest and other charges from time to time including on account of changes in interest rates made by the Reserve Bank of India from time to time. In the event rate of interest or other charges are modified, then in such event, interest or other charges would be payable by the Borrower at the revised rate. Such variation(s) would be intimated to the Borrower and would be applicable prospectively and be binding upon the Borrower. Lender shall

notify any change in the Interest Rate by intimating the customers updating the same on its Website. The Borrower shall keep himself/herself/itself advised of the variations from time to time. The Borrower shall also pay and bear all interest tax and other taxes as may be applicable.

8. The Borrower shall repay/pay the Loan and interest that is due from time to time, in equated monthly instalments ("EMI") / equated fortnightly instalments ("EFI") as specified in the Schedule-3 (time being the essence of the agreement). The Borrower confirms having perused, understood and agreed to Lender's method of calculating EMI / EFI as also the appropriation thereof into principal and interest.
9. The Borrower undertakes to the Lender to honour all payments without fail and not to instruct their bankers to stop the payments of the cheques/ countermand the cheques/revoke the ECS/SI/NACH instructions. The Borrower shall not Instruct the Lender to withhold depositing the cheques/ ECS/SI/NACH. In case of dishonour of cheques or any other instruments issued by the Borrower or where the Borrowers revoke the ECS/SI /NACH instructions issued by them to the drawee Bank, or where despite the Borrower having issued the Instructions to the drawee Bank under the ECS/SI/NACH mode, the Lender has not received the monies equivalent to the EMI/EFI / Repayment Mode, the Borrower agree and undertakes that the Borrower liable to pay the EMI/EFI / Repayment Mode along with Bouncing Charges and Additional Interest as stated in the Schedule to this Agreement and shall also be liable to reimburse the Lender, costs and expenses, including legal fees. The Lender shall not issue notice or reminder or intimation to the Borrower regarding the presentation of the aforesaid cheques, ECS/SI /NACH as the case may be. Nothing contained in this clause shall prejudice the other rights of the Lender under the Negotiable Instruments Act, 1881 and/or Payment & Settlement Systems Act, 2007 or other applicable laws.
10. The borrower should make the EMI payments regularly as per the schedule. If the repayment is not made on time the account will classified as SMA / NPA. For example, if a customer takes a loan on 1st Jan 2021 and repayment is made without default till 1st Dec 2021 and subsequent repayments are not made for the due date 1st Jan 2022. Then the loan will fall in SMA 0 on 1st Jan 2022, SMA 1 on 31st Jan 2022, SMA 2 on 2nd Mar 2022 and will be treated as NPA upon running day-end process on 1st April 2022.
11. Without prejudice to Lender's other right, the Lender shall be entitled to recall the loan in the event the Borrower commits default in making payment of the instalments on or before due dates or commits breach of any of the terms, covenants, or conditions contained in this agreement.
12. The Borrower hereby confirms and agrees:
  - a. The Lender shall have right of set off in exercise of Lenders general lien under law and shall also have right of lien on all monies in accounts, securities, deposits and other assets and properties belongs to the Borrower including pledged gold ornaments, mortgaged immovable properties and hypothecated movable assets which are with or in possession or control of the Lender.



- b. That the Borrower(s) confirm that the funds will be used only for the purpose of purchasing consumer goods and not for investment in the capital market or for any speculative purposes and or antisocial purposes. The Lender has the right to recall the advance if the funds are used for any other purpose other than declared and / or speculative and / or antisocial purposes
- c. The statement of accounts of the Lender shall be accepted and be binding on the Borrowers and shall be conclusive proof of the amounts due under this agreement.
- d. The Borrower shall promptly inform the Lender of any change in the Borrowers residential and /or communication address, Mobile Number and other contact details.
- e. All costs, charges, expenses, taxes, duties (including stamp duties) paid by the Lender on the Borrowers' behalf; the Borrower shall reimburse the same to the Lender within 24 hours of receipt of the Lender's demand.
- f. to exchange, share, disclose or part with, any or all of the information and data pertaining to him or his account(s) (including personal sensitive data/information and/or any other information that requires a consent under the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and/or any other statute), whether provided by Borrower or otherwise, with any statutory/regulatory bodies or financial institutions or Credit Information Companies/Agencies or parent/subsidiary/affiliate/associate of the Lender or any other third parties engaged by the Lender for KYC information verification, credit risk analysis, or for other related purposes that the Lender may deem fit or with whom the Lender has business relationship, as may be required/permitted by any law, rule or regulations or as required by the Lender and the Lender or its directors/agents/representatives/employees will not be held liable for using/sharing such information.
- g. Subject to the borrower consent given through the Mobile Application, the borrower understands and agree that as a loan borrower of MAFIL, the borrower is being enrolled as an Insured Beneficiary under the group Insured Policy (paid policy) issued by the insurance company in favour of MAFIL.
- h. The borrower authorizes and agree to MAFIL acting as group manager of the Group Insurance Policy issued by the company and also authorize MAFIL to manage the Group Insurance Policy on behalf of the borrower. The borrower also agrees to be governed by and abide by all the standard terms & conditions, including exceptions and exclusions, mentioned by the company in the Group Insurance Policy issued in favour of MAFIL on behalf of the borrower
  - The Borrower understood that the insurance premium shall be deducted from the loan amount sanctioned by Manappuram Finance Limited and hereby authorize Manappuram Finance Limited to deduct the insurance

- premium from sanctioned loan amount and disburse only the remaining loan amount.
- i. The Borrower further agree that all the benefits payable under the above insurance policy shall be paid to MAFIL to the extent of outstanding loan amount including interest / any charges due to MAFIL and balance if any shall be paid to the nominee as chosen by the borrower.
13. ELECTRONIC MEDIA- The Borrower hereby confirms, acknowledges and agrees that the online acceptance of this Agreement including any addendums hereto through the Website or such other internet or web-based means results in a binding contract between the Parties.
  14. The Borrower is aware that transmission of this Agreement, addendums to this Agreement, terms and conditions, instructions, acceptances and communications ('Communications') through electronic means such as email, facsimile, SMS text messaging, websites, online acceptance, etc. ('Electronic Media') involves a number of risks including fraudulent alterations and incorrect transmissions and absence of confidentiality. However, the Borrower is desirous of receiving Communications from and providing Communications to the Lender through the Electronic Media for various matters under this Agreement including in relation to the Loan and the operation thereof.
  15. In consideration of the Lender permitting the same, the Borrower hereby irrevocably, confirms and undertakes to the Lender as under:
    - (a) The Lender shall be entitled (without being bound to do so) to rely upon the Communications provided through the Electronic Media (and believe the same to be genuine), for their requirements. In case of any question as to what the Communications were provided or received, the records of the Electronic Media provided or received by the Lender shall be treated as final, conclusive and binding.
    - (b) The Borrower has ensured and shall ensure that the Communications provided through the Electronic Media to the Lender are provided by the Borrower and hereby agrees and confirms that the Lender shall not be responsible for conducting any verification whatsoever in this regard.
    - (c) The Borrower confirms that the Lender shall not be bound to act in accordance with whole or any part of the communications as it may appear in the Communications so conveyed and the same shall be at the sole risk of the Borrower.
    - (d) The Lender shall not be liable for the consequences of any act or any refusal or omission to act or deferment of action by the Lender on basis of the Communications through the Electronic Media.
    - (e) The Lender shall not be required to await receipt of the Communications in writing before taking any action in connection with the Communications provided through any Electronic Media and the non-delivery and non-conformity of such Communications in writing shall not in any manner prejudice the Lender's rights under this Agreement or otherwise.

(f) The Lender may at any time whatsoever without assigning any reason withdraw or modify or add the facility/ies provided to the Borrower in relation to the Communications through Electronic Media.

(g) The Borrower is aware and confirms that the Lender is agreeing to act on any Communications provided through Electronic Media only by reason of, and relying upon the undertaking and indemnities contained in this clause.

16. All disputes arising in connection with this agreement may be referred to the Sole Arbitrator, to be appointed by the Lender, whose decisions shall be binding on both the parties. It is clarified that this reference to the Sole Arbitrator shall be at the sole discretion of the Lender. In the event of incapacity or resignation or death of the Sole Arbitrator so appointed, Lender shall be entitled to appoint another Arbitrator in place of the earlier Arbitrator, and the proceedings shall continue from the stage at which the predecessor had left it. The venue of the arbitration shall be at Thrissur, Kerala and the arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 with any statutory amendments and re-enactments thereof. The award of the arbitration shall be final and binding on the parties and shall be enforceable in any competent court of law. This shall be subject to the rights of the Lender to proceed with the section 138 Negotiable Act as mentioned in the clause no 10 above.
17. Any payments made by/on behalf/ for the Borrower or any realisations in relation to the Loan, security, shall be appropriated towards the Outstanding Balance and/ or Liabilities Any statement of account furnished by the Lender shall be accepted by and be binding on the Borrower(s) and shall be conclusive proof of the correctness of the amounts mentioned therein except for any manifest error therein. Provided however that the Lender may, at its own discretion use any method of appropriation as deemed appropriate as per its internal policies and processes.
18. If there are two or more Borrowers, the Borrower's liability under this agreement shall be joint and several. The Borrower has affixed their e signatures after verifying and understanding the content of this agreement.
19. The Borrower(s) expressly recognizes, accepts and consents that the Lender shall be absolutely entitled and have full power and authority to sell, assign, securitize or transfer the Loan to any third party of the Lender's choice without reference to or without intimation to the Borrower(s) in any manner, in whole or in part, and on such terms and conditions as the Lender may deem fit including reserving a right to the Lender to retain its power hereunder to proceed against the Borrower(s) on behalf of the purchaser, assignee or transferee, for recovery of any or all outstandings and dues of the Borrower(s). Any such action and any such sale, assignment, securitization or transfer shall bind the Borrower(s) to accept such third party as creditor exclusively or as a joint creditor with the Lender, or as creditor exclusively, with the right to the Lender to continue to exercise all powers hereunder on behalf of such transferee, assignee or third party, and the Borrower shall be

obliged to pay the Outstanding Balance to such transferee, assignee or other third party.

20. The Borrower(s) accepts, confirms and consents for the disclosure and sharing by the Lender of all or any information and data relating to the Borrower(s), the facilities, any other transactions that the Borrower(s) has with the Lender, the Borrower(s) account, and the agreements and documents related to the facilities/loans and transactions, including but not limited to information relating to default, if any, committed by the Borrower(s), in the discharge of the Borrower(s) obligations in relation to the facilities/loans or other transactions, as the Lender may deem appropriate and necessary to disclose and furnish, to the Reserve Bank of India (RBI) and/or to the Credit Information Companies (CICs) and/or to any other agency or body as authorized in this behalf by RBI, to other banks and lenders including assignees and potential assignees, to rating agencies, to its professional advisers and consultants and to its service providers instructed by it in relation to the facilities/loans, and/or as required under law or any applicable regulation, at the order of a court of law, or at the request or order of any statutory, regulatory or supervisory authority with whom it customarily complies.
21. Borrower(s) agrees that the Lender may collect, store, use, transfer or disclose any information provided by the Borrower, including sensitive personal data, for purposes, including but not limited to data processing, statistical or risk analysis, conducting credit or anti-money laundering checks, designing financial services or related products, marketing financial services or related products, customer recognition on Lender's website, offering relevant product and service offers to customers, etc. MAFIL may share Borrower(s) information with all the companies/entities/ subsidiaries/affiliates thereof under MAFIL and/or any other bank/financial institution/society, etc. as necessary, for the aforementioned purposes.

22. Any notice to be given to the Borrower in respect of this Agreement shall be deemed to have been validly given if served on the Borrower sent by email/other online App or registered post/ courier service to or left at the address of the Borrower stated in the Schedule -1 hereto at the Borrower's existing or last known business or private address.

The Borrower hereby admits that this Agreement has been completely explained to him/her/them and he/she/they has/have fully understood the meaning of each and every CLAUSE, TERM & CONDITIONS and has/have signed this Agreement with full knowledge and understanding of the obligations herein willingly undertaken, agreed and accepted.

The parties here to have set their hands on the date and year mentioned in the schedule herein.

By: DEEPAK S  
  
 Digitally signed by Deepak S  
 DN: cn=Deepak S, o=MAFIL, ou=MAFIL, email=deepak.s@mafil.co.in, c=IN  
 At 2023.09.16 16:12:53 IST  
 Using 901500769

Borrower

Lender

**Schedule-1**

<b>Particulars</b>	<b>Details</b>
Date of Execution of Loan Agreement	16/09/2023
Place of the agreement	Rangoli Halla
Name the Borrower/Co Borrower	DEEPAK S
Name the Guarantor	
Address	Shimoga, Shivamogga, 577201, Karnataka, India
Email address	DEEPAKDEEPUDD771340@GMAIL.COM
Registered Mobile No.	9019809789
Mobile number 2	
Type of the Borrower	Individual

**Schedule-2**

Loan Amount	Rs. 50000.0
Purpose of loan	CDL
Loan Date	16/09/2023
Annualized Rate of Interest	23.01
Tenure (in Months)	13
Processing Fee Including GST	Rs. 1500.0 ( + Applicable taxes).



Additional/Overdue Charges (Per Month)	3 %
ACH/Cheque Return Charges (Including GST)	<b>1<sup>st</sup> Instance Rs:500/- 2<sup>nd</sup> Instance Rs:750/- 3<sup>rd</sup> and above Instance Rs:1000/-</b>
<b>Foreclosure Charges</b>	<b>3 % of the loan amount outstanding, as on the date of such full prepayment / foreclosure plus applicable taxes however foreclosure is allowed only after payment of initial 3 EMIs</b>
Prepayment/Part payment Charges	Nil, however, the prepayment /part payment amount will be adjusted against future EMI's or to be adjusted against last EMI instalments
Legal Charges / Letter charges	Actual
Credit Linked Insurance Premium	Rs. 0
Amount of EFI / EMI	Rs. 4381.99
EFI / EMI due date	20 day of every month
Repayment Mode	NACH / ECS/UPI/INERNET BANKING/CASH
Loan Disbursement Mode	NEFT / IMPS / RTGS To Dealer Account.
Disbursement Details:	
Beneficiary Name:	DEEPAK S
Nominee Name:	LAKSHMI
Beneficiary Bank Name:	Bank of India
Type of Account	SB
Account No	845010110005544
IFSC Code	BKID0008450
Dealer / Shop Name	S R K ENTERPRISE
Dealer /Shop Owner Name	KUMARA H R H R
Dealer Bank Name	Canara Bank
Dealer Bank A/c No	5944201000052
Dealer IFSC Code	CNRB0005944
Product Type	Other Goods
Name of Product Purchased	Others

### **Schedule-3**

#### Repayment Details

Due Date	Installment No	Principle	Interest Amount	EMI
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20/10/2023	1	3423.24	958.75	4381.99
20/11/2023	2	3488.89	893.11	4381.99
20/12/2023	3	3555.78	826.21	4381.99
20/01/2024	4	3623.97	758.03	4381.99
20/02/2024	5	3693.46	688.54	4381.99
20/03/2024	6	3764.28	617.72	4381.99
20/04/2024	7	3836.46	545.54	4381.99
20/05/2024	8	3910.02	471.97	4381.99
20/06/2024	9	3985.0	397.0	4381.99
20/07/2024	10	4061.41	320.59	4381.99
20/08/2024	11	4139.29	242.71	4381.99
20/09/2024	12	4218.66	163.34	4381.99
20/10/2024	13	4299.55	82.44	4381.99
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By: DEEPAK S  
  
 At: 2023-09-16 14:12:53 IST  
 Using: 9035805750

Borrower

Lender