



## **E-Payment (NACH) Agreement ( Example – Please refer Red Font Sentences)**

This agreement is made between the prospective distributor (hereafter the Applicant), ENAGIC INDIA KANGEN WATER PVT LTD. (hereafter “Enagic”) connecting to ICIC BANK-NACH (NATIONAL AUTOMATED CLEARING HOUSE), launched by National Payment Corporation Of India (a Subsidiary of RBI) and introducer (hereafter the Sponsor). The Applicant, **Mr.Dev Satish Varma** hereby confirms this agreement in connection with the purchase of the product from Enagic through the Sponsor, **Mr.Kiran Kumar**, ID# **35#####** that the purchase price of

Choose	Model	Price (INR)	1 <sup>st</sup> Margin/ point	2 <sup>nd</sup> Margin SP/point	2 <sup>nd</sup> Margin BC/ point
<input checked="" type="checkbox"/>	Leveluk SD501	268,000	3,000	10,000	7,500
<input type="checkbox"/>	Leveluk JR11	150,000	1,680	5,320	3,920

The margin payout will be divided into two times to the Sponsor. The margin will be separately paid out when the Applicant pay for the deposit. Sponsor agrees that the 2<sup>nd</sup> margin to be withheld by Enagic. The withheld amount is non-refundable, and may only be paid out upon full settlement by the Applicant. Upon approval of the application for the repayment plan, Enagic will charge the amount from Applicant’s credit card for 10 or 20 consecutive months. The first installment amount will be charged from the credit card on the 1<sup>st</sup> of the following month or on a date that Enagic may prescribe at its discretion. For any declined (for any reason) payments on the due date (1<sup>st</sup>), an INR 300.00 late fee will be charged to Applicant’s the following Business day. In the event of payment default by the Applicant under this Agreement, Enagic shall be entitled to demand that the Applicant voluntarily surrenders the Leveluk machine to Enagic. This agreement shall be governed by the parties submit to the jurisdiction of the INDIAN courts.

### **To help us process your application, please submit:**

1. E-Payment (NACH) Agreement Form.
2. Applicant Bank Statement (3 months)
3. Applicant Salary Slip (3 months)
4. PAN Card (Mandatory), Applicant Residential Proof (i.e. Electricity Bill, Aadhar Card, Election ID, Driving License)
5. NACH Form (i.e. Mandate Instruction Form).
6. Remittance Copy of Total Initial Payment (Classification of total initial payment mentioned in below chart).

Model	Particular	10 months / INR <input checked="" type="checkbox"/>	20 months / INR <input type="checkbox"/>
<b>SD501</b> <input checked="" type="checkbox"/>	<b>Down Payment (Including Tax)</b>	<b>144000.00</b>	<b>144000.00</b>
	<b>Handling Fee</b>	<b>5,000.00</b>	<b>10,000.00</b>
	<b>Total Initial Payment</b>	<b>149,000.00</b>	<b>154,000.00</b>
	<b>Monthly Payment Amount</b>	<b>12,400.00</b>	<b>6,200.00</b>

Model	Particular	10 months / INR <input type="checkbox"/>	20 months / INR <input type="checkbox"/>
<b>JR11</b>	<b>Down Payment (Including Tax)</b>	<b>75000.00</b>	<b>75000.00</b>
	<b>Handling Fee</b>	<b>5,000.00</b>	<b>10,000.00</b>
	<b>Total Initial Payment</b>	<b>80,000.00</b>	<b>85,000.00</b>
	<b>Monthly Payment Amount</b>	<b>7,500.00</b>	<b>3,750.00</b>

I **Mr.Dev Satish Varma** the undersigned do hereby give my consent to Enagic to process my personal data.

By this consent, I/We understand and agree that:

- Enagic may use my data for the purpose of statistical and marketing analysis on the related range of product by Enagic.

I acknowledge that I have read and accept terms and conditions as above.

Signed By

Signed By

**Mr.Dev Satish Varma** & Sign

Applicant’s Name:

**Mr.Kiran Kumar** & Sign

Sponsor’s Name:

Date : **15<sup>th</sup> June 2016**



## E-Payment Terms & Conditions

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY, BEFORE MAKING ANY PAYMENTS USING THIS WEBSITE. IF YOU DO NOT AGREE OR CANNOT COMPLY WITH THESE TERMS AND CONDITIONS DO NOT CLICK [AGREE/ACCEPT]**

These Terms and Conditions, together with the documents referred to herein (collectively referred to as the “**Terms**”) describe the terms and conditions on which you (hereinafter referred to as “**you**” or “**the distributor**” as the context may require, which expressions shall be deemed to include your/its successors and permitted assigns) may make use of the e-payment facility for the purchase of merchandise from Enagic India Kanger Private Limited (hereinafter referred to as “**Enagic**”, which expression shall be deemed to include its successors and permitted assigns). You should read these Terms carefully before you use the e-payment facility. These Terms supersede all previous oral and written terms and conditions (if any) communicated to you relating to your purchase of merchandise.

1. By clicking agree/accept, you are making an irrevocable offer to purchase the merchandise. These Terms shall become a contract and be binding on all parties when Enagic accepts the offer and notifies the distributor of such acceptance. No act of Enagic or any person on Enagic’s behalf, prior to the notification of such countersigning as aforesaid, constitutes or evidences any sale contract between the distributor and Enagic.
2. The distributor’s offer is subject to acceptance by Enagic. Upon acceptance by Enagic, the distributor shall be required to make the initial payment (if the distributor has opted for the installment plan) or complete payment (if the distributor has not opted for the installment plan). Prior to acceptance, Enagic reserves the right to reject, modify or replace these Terms for whatsoever reason, without giving any explanation to the distributor.
3. The consideration payable for the merchandise (hereafter referred to as the “**E-Payment Price**”) and the installments payable by the distributor (if any) shall be determined by Enagic in such manner as Enagic may in its sole and absolute discretion determine, provided that such amounts shall be duly notified to you on Enagic’s website.
4. In addition and without prejudice to the other provisions of these Terms, the distributor shall pay to the Enagic, late charges of 4% per month (before judgment) on all sums which are due and payable to Enagic.
5. Enagic shall have absolute discretion to impose administration/ collection charges to cover administrative charges, costs or expenses incurred by the Enagic in collecting or attempting to collect any amounts, including the E-Payment Price or the late charges, which are not paid by the distributor on the due date.

**Applicant Signature** XXXXXXXXXXXXXXXXXX

P.T.O.

6. Immediately upon Enagic receiving the initial payment (if the distributor has opted for the installment plan) or complete payment of E-Payment Price (if the distributor has not opted for the installment plan), all risk for any damage or loss or deterioration of the merchandise, from any cause whatsoever, shall be borne and settled by the distributor.
7. Enagic shall not be responsible for sending the distributor any monthly statements and/or installment payment reminders. In the event the distributor fails to make monthly payments in a timely manner, Enagic may require one of its collectors to visit the distributor and collect payments directly. In such circumstances, the distributor agrees to pay an amount of INR 200.00 to Enagic for each trip of a collector.
8. All payments must be made in favor of Enagic any payment that is initiated shall be at the Buyer's risk until received by Enagic.
9. No time or other indulgence granted by Enagic to the distributor shall operate as a waiver of its rights (save to the extent indicated by Enagic in writing) in respect of any continuing recurring or subsequent breach.
10. All costs and expenses incidental to these Terms (including but not limited to any taxes, registration fee, stamp duty, any stamp duty or other fees) shall be borne and settled by the distributor.
11. Subject to applicable law, any liability that Enagic might otherwise incur and any right the distributor might possess in respect of any conditions, warranties or representations relating to the conditions of the merchandise or to its merchantable quality or suitability or fitness for the particular or any purpose for which it is or may be required whether such conditions, warranties or representations are expressed or implied and whether in oral or written statements made prior to these Terms are hereby expressly excluded.
12. The distributor hereby absolutely authorizes the Enagic to obtain and/ or verify any information on the distributor from any source as Enagic may at its absolute discretion deem appropriate, including but not limited to any credit information agencies or financial institutions. The distributor hereby further absolutely authorizes the Enagic to release any information relating to distributor and/ or these Terms to its advisors, solicitors, auditors, credit information agencies or to any party which the Enagic at its absolute discretion deems fit.
13. In the event the distributor defaults in making any payments in accordance with these Terms, Enagic shall be entitled, subject to applicable law, to demand that the distributor voluntarily surrenders the merchandise to Enagic, subject to written notice being served by Enagic on the distributor.
14. These Terms and all matters and disputes arising therefrom shall be governed by the laws of India.

**Applicant Signature** XXXXXXXXXXXXXXXXXX

P.T.O.

15. The Enagic shall not incur any liability to the distributor nor shall the distributor be entitled to rescind these Terms if the merchandise does not correspond to its description as contained in these Terms or on Enagic's website.
16. To the extent permissible under applicable law, Enagic will have no liability either in contract or in tort for loss, injury or damage sustained by reason of any defect in the merchandise whether such defect be intent or apparent on examination and we shall not be responsible to indemnify the distributor in respect of any claims made against the distributor by a third party of any such loss injury or damage.
17. Additional Limitation of Liability. Subject to the above, you agree that Enagic's total liability for any claims or damages arising from these Terms shall not exceed the aggregate amount paid by you for the purchase of the merchandise plus the cost of shipping the merchandise to your address. This limitation of liability applies in addition to the exclusions and limitations of liability set forth elsewhere in these Terms.
18. Enagic shall be absolutely entitled to assign any of its rights or benefits under these Terms.
19. Where these Terms are translated into a language other than English language and, in the event of conflict, discrepancies or variances between the terms and condition set out in English language version and that of the other language(s), the English language version shall prevail.
20. Privacy Notice and Consent. For the purpose of processing your order, Enagic may collect, store, process and transfer your 'Personal Information' and 'Sensitive Personal Data or Information' (as defined under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011) including your payment information and your

Bank A/C No: **00005554448882222** / Bank Name **HDFC BANK**

PAN Card No: **MGK85DK** / Credit Card No.: **4444 5555 6666 7777**

Aadhar Card / ID Card No : **1523 1522 1524 1525** (Aadhar Card / Mention ID Name).

(collectively "Your Information"). The details of the entity that will collect and retain Your Information have been provided below:

Name: MR./Ms. **Dev Satish Varma**

Address: **14/122, Four Bunglow, Sai CHS, Near RTO Office.**

City: **Mumbai** Postal Code : **4000553** State : **Goa** Country : **India**

You hereby consent to the collection, storage, processing, transfer and disclosure of Your Information for the purpose of processing this Order. You also hereby consent to the transfer of Your Information to third parties who may reside in countries outside India.

Applicant Signature : **XXXXXXXXXXXXXXXXXX**

P.T.O.

21. In these Terms, unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided, words applicable to natural persons include anybody or persons company, corporation, firm or partnership corporate or unincorporated, words importing the singular number induce the plural number and vice versa and words importing the masculine gender include the feminine and neuter genders.

**Applicant Signature :** XXXXXXXXXX

**Date :** 15<sup>th</sup> June 2016

**Please check below that how to fill NACH Form**

### HOW TO FILL NACH FORM

**1** → Do not fill in the blanks in this area. Its for ICICI official use.

**2** Applicant Name

**3** Tick Bank A/C Type

**4** Write Bank A/C Number

**5** Mention Bank Name

**6** Mention IFSC & MICR CODE

**7** Rupees Seven Thousand Five Hundred

**8** Frequency Tick on Monthly option

**9** Enagic Official Use

**XXXXXXXXXX** Applicant Signature

I hereby declare that the particulars given on this mandate are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I/We would not hold the Utility/Service provider participating Banks responsible. I/We have read the option invitation letter and agree to discharge the responsibility expected of me/ us as a participant/ participants under the scheme. I/We authorize use of above mentioned contact details for the purpose of this specific instruction processing.