

**PURCHASE CUM CREDIT SALE AGREEMENT FOR PURCHASE OF ELECTRONIC DEVICE  
(WATER IONIZER)**

THIS AGREEMENT is made at .....

(Name of the Place) on .....(Date) .....(Month) .....(Year) Between SELFBIZ MART PVT. LTD. Incorporated under the Companies Act 1956, And having it's registered head office at 55, Manwa Khera, Nakoda Nagar, Sector-3, Hiran Magri Udaipur, Rajasthan, India- 313001. Having GSTIN 08AAZCS3588F1ZI (hereinafter called "First Party/Owner/Seller") of the FIRST PART and Mr./Mrs./Ms./M/S.....

Address .....

Mobile No ..... Email ID .....

Aadhar No. .... PAN NO .....

GSTIN .....

(hereinafter called "Buyer/Borrower/Second Party") of the SECOND PART having Customer ID.....

Which expression unless repugnant to the context shall mean and include it's legal representatives, assignee, nominee(s) and administrator.

**WHEREAS,**

- (1) The Second Party has vide his/her/it's letter dated.....(Date).....(Month).....(Year) Requested to the First Party to purchase 'ALKAMEDI" Brand Water Ionizer (a Device that produces Alkaline Water) on Credit, Model No. .... at the price of INR..... in words....., Hereinafter to be called as the "Said Product". The First Party deals in sales and service of the "Said Product" and also provides (sells) it on Credit wholly or partly of the "Said product".
- (2) The First Party/Owner/Seller has by it's reply dated.....(Date).....(Month).....(Year) agreed for sale of the "Said Product" on Credit to the Second Party/Buyer/Borrower on the terms and conditions laid down in this agreement.
- (3) The First Party agreed to sell (provide) the "Said Product" at a Down Payment (Initial Payment) of INR.....in words..... And the difference amount will be paid by instalments as hereinafter mentioned.

**NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

- (1) The First Party, being the owner of the "Said Product" with fittings, tools and accessories, more particularly described in the schedule here to sell (provide) and deliver it on Credit as mentioned above, The Second Party shall buy (take) on credit from .....(Date).....(Month).....(Year)
- (2) On execution of these presents, the Second Party shall pay a sum of INR..... In words ..... to the First Party as Down Payment (Initial Payment) against the "Said Product" through Cheque/RTGS/NEFT/UPI, Cheque No./Transaction ID..... And during the continuance of this Agreement the Second Party shall pay amount of the "Said Product" to the First Party in it's Current Bank Account, Bank Details are as follows: **Bank Name: ICICI BANK, Branch: Reti Stand, Udaipur, Bank Account Name: SELFBIZ MART PVT. LTD. , Account No. 433005000438, IFS CODE : ICIC0004330**

Herewith by signing this agreement the second Party agrees to pay the due amount of the "said product" to the first Party in .....(no. of instalment) monthly instalments. The first instalment of the due amount of the "said product" shall be made on .....(Date).....(Month).....(Year) and each subsequent instalment of due amount of the "said product" shall be made on the same date of each succeeding month during the said term.

The Second Party shall issue an additional cheque of his/her/it's above mentioned bank account on account of safety and to be used and honoured in case any of the above mentioned cheque gets invalid, dishonoured or any other circumstances incidental there to. The same will be returned to the second party in case of no use , on the completion of this agreement, i.e. on the payment of the complete credit amount by the second party to the first party

The Second Party has advanced the following bank cheques of his/her/it's banker .....(Bank Name) on account of payment of the proposed instalments:

Serial No.	Cheque No.	Amount	Date	Other Details
1.				
2.				
3.				

4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				

**During the continuance of the agreement, the Second Party shall –**

- (A) Not sell or offer for sale, assign, mortgage, pledge, underlet, let or otherwise deal with the “Said Product” or any part or parts thereof or with any interest therein;
  - (B) Keep the “Said Product” in his/her/it’s own possession and will not remove the same or any part or parts thereof from the place where the “Said Product” is for the time being situated without the previous consent in written of the First Party;
  - (C) Use the “Said Product” in a skilful and proper manner and shall at his/her/it’s own expense keep the “Said Product” in good condition.
- (3) The Second Party may determine this agreement at any time by giving notice in written before 15 days to the First Party at it’s address for the time being and by paying all dues i.e. full and final settlement, the First Party shall provide “No Dues” Certificate in regard to this agreement.
- (4) If the Second Party makes default in scheduled payment of monthly instalment so to be paid by him/her/it against the purchase of the “Said Product” on Credit or if a receiving order in bankruptcy is made against him/her/it or if he/she/it compounds with his/her/it’s creditors or do or suffer any act or thing whereby or in consequences of which the “Said Product” may be distrained or taken in execution under legal processes or by any public authority any taxes or surcharges due in respect of the “Said product” or fails to observe permit or suffer any act or thing whereby the First Party’s rights in the “Said Product” may be prejudiced or in jeopardy, the First Party may without any notice determine this agreement and it shall thereupon be lawful for the First Party to take possession of the “Said Product” and for that purpose to enter into or upon any premises where the same may be kept and the determination of the agreement under this clause shall not affect the right of the First Party to recover from the Second Party. The Second Party shall also be liable to pay to the First

Party all expenses incurred by the First Party in repossessing or attempting repossession of the "Said Product".

- (5) The Second Party acknowledges and agrees with the First Party that he/she/it has any liability, claim, loss, damage or expenses caused directly or indirectly by the "Said Product" or any inadequacy thereof for any purpose or any defect therein or by the use thereof or in relation to any repairs, servicing, maintenance of the "Said Product".
- (6) The Second Party shall be liable to bear and incur the installation cost, cost of detachment separately and to pay any tax, levy, rates or assessments levied at any time by the Central Government, State Government or any Local Authority on the total of or any instalment payable under this agreement.
- (7) If the Second Party shall duly perform and observe all the terms and conditions in this agreement and the covenants on his/her/it's part to be performed and observed and shall punctually pay all the Dues as mentioned above then this agreement shall come to an end and the "Said Product" shall become the property of the Second Party and the First Party will assign and make over all it's rights, title and interest in the same to the Second Party but until all the Dues have been paid, the "Said Product" shall remain property of the First Party.
- (8) No neglect, delay, indulgence, forbearance or waiver on the part of the First Party in enforcing any terms or conditions of this agreement shall prejudice the rights of the First Party hereunder.
- (9) In consideration of the First Party providing(selling) the "Said Product" to Second Party under the terms and conditions of this agreement and conditions hereinbefore expressed, shall not be prejudiced by the First Party neglecting or forbearing to enforce this agreement against the Second Party or giving time for the payment of the instalments when due or delaying to take any steps to enforce the performance or observance of the said agreements or conditions or granting any indulgence to the Second Party.
- (10) The parties to this agreement hereby declare that they have fully understood the meaning of all the clauses, terms and conditions of this agreement and they have accepted and executed this agreement with full knowledge and understanding of the obligations herein.
- (11) The Second Party shall timely pay the due amount through instalments. If the Second Party fails to pay the instalment amount on time or the advanced cheques get dishonoured then the First Party shall have right to prosecute the Second Party in the court of law for the time being in force.
- (12) The First party may not be available every time during the execution of this agreement, so the scanned signature or digital signature is affixed in this agreement and the same will be valid for every purpose connected herewith. Second party is signing this deed and getting necessary attestation and registration/ Notarisation.
- (13) The stamp paper required for the execution of this deed is purchased in the name of the second party as per the stamp act requirement of the place.
- (14) The parties to this deed shall be governed by the consumer law as far as the product and relation between the parties concern.
- (15) Subject to jurisdiction of the place City UDAIPUR, RAJASTHAN, INDIA.

**IN WITNESS WHEREOF**, the parties have executed this agreement on the day, month and year first hereinabove mentioned.

The schedule above referred to:  
(Particulars of the Product)

**WITNESSES**

1. Name .....

Address .....

.....

Mobile No. ....

Email ID .....

**Signature**

**(Witness)**

2. Name .....

Address .....

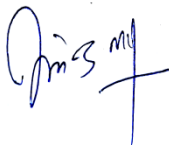
.....

Mobile No. ....

Email ID .....

**Signature**

**(Witness)**



Authorised Signatory  
(First Party)  
Mr. Bhupendra N. Yadav  
CEO, SELFBIZ MART PVT. LTD.

Signature  
(Second Party)