



NIDHI
CHIT BONDS

YOUR TRUSTED RESERVE





This Agreement sets out the key terms of the offer by **Mann NZ 2019 Ltd Trading as Nidhi Chit Bonds** “the Issuer”, of up to \$140,000,000 of unsecured, unsubordinated chit bonds. Amounts are in NZ\$. This offer is only available to New Zealand Residents.

The dates set out in this Agreement are indicative only and the Issuer may change the dates set out in Schedule 1. The Issuer has the right in its absolute discretion and without notice to close the offer early, to extend the Commencement Date, or to choose not to proceed with the offer. If the Commencement Date is changed, other dates, may be changed accordingly.

Important notice:

This personal offer of bonds is made in reliance on the “wholesale investor” exclusion under clause 3 of Schedule 1 of the Financial Markets Conduct Act 2013 “the Act”. An “eligible investor” is classed as a wholesale investor under clause 3(a) of Schedule 1 of the Act.

Wholesale Investor Warning

You are being offered bonds in the Issuer.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This requires those offering financial products to have disclosed information that is important for investors to make an informed decision.

The usual rules do not apply to this offer because it is an offer to wholesale investors. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.

Ask questions, read all documents carefully, and seek independent financial advice before committing yourself.

It is an offence to give a certificate knowing that it is false or misleading in a material particular. The offence has a penalty of \$50,000.

THIS AGREEMENT made on the 01 day of February 2024 (Chit 15)
BETWEEN MANN NZ 2019 LIMITED Trading as Nidhi Chit Bonds at Auckland
(‘the Issuer’) **NZBN 9429047651418**

AND _____ at Auckland (‘the **Bond Holder, you**’)

Background and purpose

- A. The Issuer has issued variable rate unsecured chit bonds to wholesale investors.
- B. The Bond Holder and Issuer have agreed to the terms and conditions of this Agreement which will govern the bond.

The parties agree as follows:

1. Interpretation

In this Agreement, unless otherwise stated:

1.1 Definitions

‘**Application Form**’ means the Application Form included at Schedule 2.

‘**Bond**’ means the variable rate unsecured and unsubordinated chit bond issued on the Issue Date.

‘**Commencement Date**’ means the commencement date specified in Item 1 of Schedule 1.

‘**Force Majeure**’ means any act of God, strikes or other industrial disturbances, fires, floods, storms, breakages or accident to machinery, temporary failure of fuel supply, or government regulation.

‘**Force Majeure Event**’ means any Force Majeure act occurs and effects, wholly or in part, the ability of the Issuer or Bond Holder to perform its obligations under this Agreement, and where the event or occurrence is beyond the reasonable control of the party.

‘**RWT**’ means the Residential Withholding Tax that is withheld from any interest income under this Agreement.

‘**RWT rate**’ means the RWT Rate provided by the Bond Holder in the Application Form.

‘**Term**’ means the term of this Agreement as specified in Item 2 of Schedule 1.

‘**Signup fee**’ means the fee payable by the Bond Holder upon entry into their first Agreement with the Issuer as specified in Item 5 of Schedule 1.

‘**Subscription fee**’ means the fixed fee component in any instalment payable to the Issuer at the rate specified in Item 3 of Schedule 1.

1.2 Headings

Clauses and other headings are for ease of reference only and shall not be deemed to form any part of the context or to affect the interpretation of this Agreement.

1.3 Persons

Words importing the singular shall include the plural and vice versa and words importing persons shall include bodies corporate and unincorporated and vice versa.

Clauses and schedules

References to clauses and schedules are references to clauses and schedules of this Agreement respectively, and the provisions and conditions contained in the schedules shall have the same effect as if set out in the body of this Agreement.

1.4 Parties

References to parties are references to parties to this Agreement.

1.5 Obligations

Any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.

2. Term

The Agreement shall start on the Commencement Date specified in Item 1 of Schedule 1 and shall continue for the Term specified in Item 2 of Schedule 1.

3. Issue Date

The bond will be issued on the Commencement Date specified in item 1 of Schedule 2 provided that the Bond Holder has paid any Signup fee owing prior to the Commencement Date.

4. Issue price payable by the Bond Holder

4.1 The issue price of the bond is \$10,000. The issue price will be paid by the Bond Holder as follows:

4.1.1 In monthly instalments for the length of the Term ('instalment payment');

4.1.2 Payable by the 5th day of every month ('the 'Due Date');

4.2 The amount due every month is subject to clause 7 (the 'Interest Income Clause'), with a maximum monthly instalment payable of **\$750**.

4.3 Any costs incurred in processing payments by the Bond Holder will be passed on to the Bond Holder.

4.4 The maximum monthly instalment will increase if the instalment payment is not paid by the Due Date, as set out in clause 8.

5. Chit Auction

5.1 There will be a monthly auction where bond holders will have the opportunity to bid for early redemption of their bond. The procedure for the auction is set out in clause 6

5.2 The auction price will start at \$10,000 and the winning bidder will have their bond redeemed at the bid price. The bid price is the winning bid as per clause 6.4.

5.3 The chit auction will result in the bond being redeemed at \$10,000 in the following cases:

5.3.1 Where there is only 1 bid made, the bidder's bond will be redeemed;

5.3.2 Where no bids are made, the winner will be decided by lot and their bond will be redeemed

5.4 A Bond Holder whose bond is being redeemed early will be paid on the 10th of the month.

5.5 Early redemption of your bond will have the following effect:

5.5.1 You will be ineligible to participate or win any future auctions for the length of the term; and

5.5.2 No other right or obligation under this Agreement will be affected. For the avoidance of doubt, your instalment payments will continue to the end of the Term as specified in Item 2 of Schedule 1.

6. Chit auction procedure

6.1 The auction for the month will take place on the **last Sunday of the preceding month**, or if the **1st of the month** where the 1st is on a Sunday.

6.2 The auction will be conducted on a dedicated Whatsapp group to which all Bond Holders will be invited to join.

6.3 The auction will commence at **8.45pm and will close at 9 pm** when the Issuer states "**no more bidding**".

6.4 *The winner of the auction will be the Bond Holder with the lowest bid (the bid price) immediately preceding the end of the auction. The auction will be deemed to have ended when "no more bidding" has been announced by the Issuer. In the event of any dispute as to who has won an auction, a screenshot of the Issuer's screen of the Whatsapp group will determine who has won.*

6.5 The winner of the auction must have their bond redeemed at the bid price. The winner of an auction cannot refuse or deny having their bond redeemed at the bid price

- 6.6 The Issuer reserves the right to vary or change the auction date or process for any month. Any changes to the auction date or process will be communicated to all Bond Holders.

7. Interest Income

- 7.1 Bond Holders earn an interest income on the bonds every month where the bid price for that month is less than \$10,000.
- 7.2 The interest income earned by each Bond Holder will be calculated as follows: (\$10,000 – bid price) divided by the number of Bond Holders as set out in Item 4 of Schedule 1.
- 7.3 RWT will be deducted from any interest income earned by the Bond Holder at the RWT Rate of the Bond Holder. The interest income after RWT is deducted will be the net interest income amount.
- 7.4 Interest income will not be paid out to Bond Holders but will reduce the instalment payment due that month by the net interest income amount.
- 7.5 There will be no interest income for any Bond Holder that is more than 30 days late in paying an instalment payment. Interest income for Bond Holder affected by this clause will resume if the Bond Holder pays all outstanding instalment payments, any other sum due and any interest due within 60 days of the Due Date.

8. Late Payments

- 8.1 Where any instalment payment or other moneys due under this Agreement hasn't been paid by the Due Date, the Issuer may:
- 8.1.1 Charge a \$30 Late Fee for any payment that is late;
- 8.1.2 Charge a further \$20 Late Fee for any payment that is overdue more than seven days;
- 8.1.3 Any Late Fee charged as per clause 8.1.1 and 8.1.2 will be due and payable on the day of being charged and must be communicated to the Bond Holder as per clause 15;
- 8.1.4 Charge interest on any payment overdue more than seven days at the rate of 14% per annum compounded and calculated daily. This interest will be due and payable immediately by the Bond Holder to the Issuer;
- 8.1.5 Where any instalment payment is more than 30 days late, all instalment payments remaining until the end of the Term will become due and payable immediately at the maximum monthly instalment of \$750 for every month until the end of the Term; and
- 8.1.6 You will be liable for all legal and debt collection costs incurred (including solicitor/client costs) that the Issuer may incur in attempting to obtain or obtaining payment of any amount overdue together with interest.

9. Assignment and sale

The Bond Holder acknowledges and affirms that there is no right for the Bond Holder to sell or transfer the rights or benefits under this agreement to a third party. The Bond Holder acknowledges that the Issuer may sell or transfer the rights or benefits under this Agreement to a third party as deemed necessary by the Issuer in the Issuer's sole discretion.

10. Acknowledgement and Warranties

- 10.1 The Bond Holder agrees and affirms that, during the negotiation for this Agreement and prior to signing this Agreement:
- 10.1.1 the Bond Holder has carefully read and understood all provisions of this Agreement;
- 10.1.2 the Bond Holder has not entered into this Agreement based on any representation, warranty or statement made by the Issuer, the directors or employees of the Issuer, or any of its agents or employees;
- 10.1.3 the Bond Holder has obtained independent financial and legal advice with respect to its intention of entering into this Agreement and has considered said advice;

- 10.1.4 the Bond Holder understands all the provisions of this Agreement;
- 10.2 The Bond Holder agrees and understands that the Issuer has made no guarantee or warranty about any rate of return or any particular commercial outcome.
- 11. Liability**
- 11.1 The Bond Holder agrees that:
- 11.1.1 To the extent permitted by law, the Issuer is not liable for any direct or indirect loss, damage, special damage or consequential loss arising directly or indirectly from the actions of the Issuer, its staff or customers.
- 11.1.2 Without prejudice to clause 11.1.1, any liability for loss or damage that would otherwise have been excluded will be limited to the Subscription Fee for the last two months during which the Issuer became liable.
- 12. Termination**
- 12.1 The Issuer reserves the right to cancel this agreement by written notice to the Bond Holder where any instalment payment is overdue by more than 60 days.
- 12.2 Upon termination, clause 8 will continue to apply to any amount outstanding.
- 13. Governing Law**
- This Agreement is governed and construed in all respects by the laws of New Zealand
- 14. Dispute resolution**
- 14.1 Any dispute between the parties is to be resolved by the New Zealand courts in accordance with New Zealand law.
- 15. General**
- 15.1 Unless otherwise stated, time is of the essence;
- 15.2 All notices required to be given by one party to another under this Agreement shall be in writing, and signed by either the party or their solicitor;
- 15.3 All notices and communications made under this Agreement shall be deemed to have been made:
- 15.3.1 At the time of transmitting an email to the relevant email address listed in Schedule 1;
- 15.3.2 If sending a fax, when sent with confirmation of complete transmission;
- 15.3.3 If posting a validly addressed and stamped letter, on the 7th day after being posted;
- 15.3.4 If given by hand, through personal delivery to the recipient.
- 15.4 In the event that any provision(s) in this Agreement is invalid, the invalid provision shall be severed from this Agreement and will not affect the enforceability of any other provision in this Agreement;
- 15.5 Any failure of the Issuer to enforce any provision under this Agreement shall in no way be considered as a waiver of the rights of the Issuer under this Agreement
- 15.6 Any amendment to this Agreement will only be effective if it is in writing and signed by or on behalf of the Issuer and Bond Holder
- 15.7 Neither party will be liable for any failure or delay in complying with any obligation under this Agreement, where such failure or delay is related to, or arises from a Force Majeure Event.
- 15.8 Either party may enter into this Agreement by means of electronic signature. Where you affix any electronic signature in the course entering into this Agreement, you agree that the electronic signature affixed adequately identifies you and is your approval of any information you've provided pursuant to Section 226 of the Contract and Commercial Law Act 2002.



SCHEDULE 1

Specifications

1. **Commencement Date:**

01-04-2024

2. **Term:**

For a period of 14 months from the Commencement Date. The Term will end on **10-05-2025**

3. **Subscription fee:**

The subscription fee will be 5% of the issue price.

4. **Signup fee:**

The signup fee is \$25.

5. **Number of Bond Holders for this issue**

The number of Bond Holders for this issue is 14.

5. Contact details

(a) Issuer: MANN 2019 NZ LTD TRADING AS NIDHI CHIT BONDS

Ph: 021 0719846

E-mail: mann2019nz@gmail.com

(b) **Bond Holder (You):**

Name :

Contact details :

E-mail :

Phone number :

Residential Address :



Application form

All relevant sections in the application form must be completed in block letters.

Once completed, email the form to mann2019nz@gmail.com

A. Applicant details

First Name(s)		Last Name	
First Name(s)		Last Name	
First Name(s)		Last Name	
Corporate Name, Trust or <On Account>, if applicable			
Postal Address			
Email (all investor correspondence will be sent electronically)			

B. Application Payment

Applications must be for a minimum of **\$10,000**. A maximum of 1 bond may be applied for per subscriber.

Principal amount of bonds applied for	NZ\$10,000
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Payment details: Payment should be made to the following bank account using your surname and first name as reference

Payee	Murali Mohan Annu
Bank	Kiwi bank
Account number	38-9003-0781149-19

C. Interest and maturity Payments

Please provide the details of the New Zealand bank account that principal repayments should be made to:

Name of Bank		Name of Account	
Account number			
Format of account number: XX- XXXX – XXXXXXX- XXX			



D. IRD Number, Withholding Tax Information and Tax Residency

IRD Number (XXX- XXX- XXX)	
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Select a resident withholding tax rate (RWT) by ticking the appropriate box:

Note: If you do not provide a RWT rate, then RWT will be deducted at the default rate of 45%. For help in choosing the right rate, please see the IRD [website](#)

10.5% 17.5% 28% 30% 33% Exempt

If you are a non-resident for New Zealand tax purposes, please tick the appropriate boxes below

Are the bonds held for the purposes of a business carried on through a fixed establishment in New Zealand? (if yes, provide IRD number and RWT above)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are the bonds held jointly with a person that is resident in NZ for NZ tax purposes? (if yes, provide their IRD number and RWT above)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Please provide country of tax residency:

E. "Eligible investor" certification

In order to participate in this offer, you will be required to complete and have certified an eligible investor certificate. An eligible investor certificate will be sent to you for completion, along with instructions on how to do so. Please note that you cannot participate in this offer if the certificate is not completed.



Certifications by the Bond Holder

By signing the application form, I/we agree that I/we:

- a) Have received, read and understood the Agreement.
- b) Agree to subscribe to the bonds upon and subject to the terms and conditions of this Agreement and I/we agree to be bound by the provisions thereof.
- c) Declare that all details and statements made by me/us in this application form are accurate and complete.
- d) Certify that, where information about another person is included in this application by me/us, I/we are authorised to disclose that information to the Issuer.
- e) Acknowledge that an application cannot be withdrawn or revoked once it has been submitted.
- f) Warrant that I/we received this offer in New Zealand and I/we are eligible to participate in the offer. I/we agree to indemnify the Issuer, Murali Annu, and any other person in respect of any loss, cost, liability, or expense incurred or sustained by any of them as a result of me/us breaching that warranty.

Under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009, you may be required to produce evidence of your identity. Personal information provided by you will be used for the purpose of managing your investment, and will be held by the Issuer. By signing this, you authorise the Issuer to disclose information where required or permitted to do so by any applicable law or by a governmental, judicial or regulatory authority in New Zealand.



EXECUTION

SIGNED by)
as Bond Holder (You))
in the presence of:) _____

Signature of Guarantor:.....

Name of Guarantor

Occupation of Guarantor:.....

Phone No:

Email id:

Residential Address:.....

SIGNED for and on behalf of)

MANN NZ 2019 Ltd as Issuer)
in the presence of:)

AVANTHI ANNU, Director

SIGNED for and on behalf of)

MANN NZ 2019 LTD as Issuer)
in the presence of:)

MURALI MOHAN ANNU, Director