

SMART PHONE LOAN AGREEMENT**AGREEMENT NO****SP202506-115170****Business Registration No. PB 878**

This Agreement is made and entered into at Colombo on the date given in ITEM (A) in the Schedule which is part and parcel hereto between the Borrower named in ITEM (B) in the Schedule hereto (hereinafter sometimes called "the Obligor" which term or expression shall mean and include the said Obligor his/her/their respective heirs executors and administrators/ its successors and assigns) of the **ONE PART** and **FINTREX FINANCE LTD**, a company duly incorporated under the laws of Sri Lanka bearing business registration No. PB 878 and having its registered office at No. 851, Dr. Danister De Silva Mawatha, Colombo 14 (hereinafter sometimes called and referred to as "the Company" which term or expression shall mean and include the said **FINTREX FINANCE LTD** its successors and assigns) of the **OTHER PART**.

WHEREAS the Obligor has requested the Company to lend and advance to the Obligor the sum referred to in ITEM (C) in the Schedule hereto for the purpose referred to in ITEM (D) in the Schedule hereto which the Company has agreed to do on having the repayment thereof with interest secured upon the terms and conditions hereinafter stated and upon the Obligor entering into these presents.

IT IS HEREBY AGREED by and between the said Obligor of the One Part and the Company of the Other Part, as follows :-

01. The Company agrees to lend and advance to the Obligor the sum referred to in ITEM (C) in the Schedule hereto as from the date of these presents to be repaid as herein stipulated to purchase of a Mobile phone to the Obligor and such amount should not exceed Rs.**23093**..... (The Loan amount) and/or 70% of the total value of the Mobile Phone whichever is the highest.
02. The Obligor agrees to accept the said loan referred to in ITEM (C) in the Schedule hereto so lent and advanced.
03. The Obligor hereby agrees that the Company has lent and advanced to purchase of a Mobile Phone to the Obligor the said sum referred to in ITEM (C) in the Schedule hereto the receipt whereof the Obligor doth admit and acknowledge.
04. The Obligor hereby covenants and agrees with the Company to repay the said sum so lent and advanced together with interest at the rate specified in ITEM (E) in the Schedule hereto or such other higher rate or rates as may from time to time be fixed or charged by the Company at its sole and absolute discretion and any government taxes which may be imposed by the government from time to time and other charges thereon as per the repayment pattern morefully set out in ITEM (F) in the Schedule hereto:
05. In the event of the Obligor defaulting in the payment of any sums aforesaid on the due date, the Obligor shall pay additional interest specified in ITEM (G) in the Schedule hereto on the instalments in default from date of default until date of payment in full. Such interest shall accrue "from day to day". This shall be without prejudice to the rights of the Company as herein set out.
06. Any balance of account which may be found due by the Obligor to the company and of which said balance a statement of account in writing made out of the books of the company and signed and certified by the Finance Manager or by any other person who may be specially appointed and authorised for that purpose by the company shall be sufficient in law and of conclusive proof without any other documents or vouchers to support the same.
07. (a). If the Obligor default in making any payment due under these presents or commit a breach of any of the covenants herein contained or commits any act of bankruptcy or enters into a composition with their creditors or be declared or be in the process of being declared insolvent or bankrupt, the Company may call for immediate payment of the total amount outstanding under these presents and same shall become payable immediately notwithstanding anything to the contrary contained herein and the Company reserves its right to disconnect / block the mobile phone device within seven days of defaulting any monthly payments on the due dates as agreed.
(b). The Obligor shall not hand over, alienate, resell, dismantle or otherwise dispose of the physical possession of the Mobile Phone to any third party without the written consent of the Company first had and obtained.
(c). If the Obligor defaults in making any payment due under these presents the Obligor shall handover the Mobile Phone forthwith to the Company.
08. The Obligor shall pay a commitment fee referred to in ITEM (H) in the Schedule hereto. The Commitment fee shall be a percentage of the total value of the Mobile Phone purchased which Obligor agrees to pay at the time of taking the facility from the Company.
09. The Obligor agrees;
 - i. to pay the instalments/interest as agreed on the due date / on the dates mentioned in 4 above at the address of the Company mentioned before namely No. 851, Dr. Danister De Silva Mawatha, Colombo 14.
 - ii. that the Company shall have absolute discretion to appropriate any payment received from the Obligor; first towards overdue interest, government taxes and other charges (if any) and the balance, if any, towards the said instalments.
 - iii. that the Company has the right to disconnect the mother board of the Mobile Phone if any monthly payment is due more than 3 days.
10. Notwithstanding the term or the period if any, specified for which this facility is granted by the said Company, all advances / capital together with interest charges and all other dues are repayable by the Obligor at any time ON DEMAND without previous notice to the Obligor.

11. Any notice summons or demand to be sent or given by either party to the other may be sent by to the address of the other party as appearing herein or such other address as such party may from time to time have duly communicated in writing to the other.

AS WITNESS the hands of the parties hereto the day, year and place hereinafter mentioned.

Signed by the Obligor at.....
on this 02 (Mon.) day of Jun ~~2024~~ 2025

Signed by the FINTREX FINANCE LTD at.....
on this (.....) day of 2024.

WITNESS "A"

Signature :
Name : W. Sankalpa Ranhida De Mel
NIC No : 200622400780
Address : 643, Mettarama Rd, Kottawa, Pannipitiya
Date : 02/06/2025

WITNESS "B"

Signature :
Name : Kalhara Nimesha Pallage
NIC No : 200416901013
Address : 110/1, Diyagama, Kiriwattuduwa
Date : 02/06/2025

SCHEDULE

AGREEMENT NO

ITEM (A) : (.....) day of Two Thousand and Twenty-Four (2024)

ITEM (B) : Name of the Borrower : Mr/Ms/Miss.
NIC No. :
Address :

ITEM (C) : Rupees (Rs.....) of lawful money of Sri Lanka.

ITEM (D) : For the purpose of

ITEM (E) : At the rate of% per annum or such other higher rate or rates as may from time to time be fixed or charged by the Company.

ITEM (F) : **Mode of Repayment**

(Amount and the monthly due date have to be inputted)

ITEM (G) : of Four Per centum (4%) per mensem.

ITEM(H) : per centum (.....%) of the principal amount or portions thereof so paid in advance.

GUARANTEE AND INDEMNITY

LOAN FACILITY AGREEMENT NO SP202506-115170

To : **FINTREX FINANCE LIMITED**
 of No. 851, Dr. Danister De Silva Mawatha, Colombo 14 and its successors-in-title and assigns.

1. In consideration of your granting a Continuing or Fluctuating Loan limit at a maximum of **Rupees**
 (Rs.....) toholder of **NIC No.**
of.....(hereinafter called "the Borrower"
 which expression shall include his/her heirs, executors and the administrators its successor-in-title and permitted assigns) contents of the aforesaid Loan Facility Agreement have been read and understood by me/us I/We the undersigned do and each of us do hereby jointly and severally guarantee the punctual repayment by the Borrower of all capital, interest and all other sums whatsoever due under and in terms the said Loan Facility Agreement and I/We and each of us further jointly and severally undertake to indemnify you on demand against all losses, expenses (including legal costs on a full indemnity basis) charges and damages incurred or suffered by you in consequence of any failure by the Borrower to perform any of the Borrower's obligations under the said Loan Facility Agreement and to pay you on demand in Colombo all sums of money due to you from the Borrower of which the Borrower is in default of payment together with all interest and other charges payable by the Borrower.

2. I / We and each of us further jointly declare and specifically agree that my/our and each of our liability under this Guarantee and Indemnity shall be as principal debtors and not merely as sureties and shall be a continuing security and shall be irrevocable and my/our and each of our liability shall not be in any way discharged, diminished or affected by the granting of time or indulgence to the Borrower or by the effecting of any compromise with the Borrower or any agreement not to sue the Borrower or any variations of the said Loan Facility Agreement or any change in the constitution of the Borrower and my/our and each of our liability hereunder shall subsist whether or not you have a legal right and whether or not you have availed yourself of your legal remedies against the Borrower and my/our and each of our liability shall also extend to cover any renewal or renewals of the said Loan Facility Agreement and that this Guarantee and Indemnity shall not be affected or prejudiced by other Guarantees and/or Indemnities and any other forms of security now or hereafter held by you.

3. I / We and each of us further agree that no relaxation, forbearance or indulgence granted by you to the Borrower or to me/us or one of us shall affect my/our liability to you hereunder nor shall any release of or agreement not to sue one of us affect the liability of the other or others of us hereunder and that this Guarantee and Indemnity shall bind my/our and each of our respective heirs, personal representatives, successors-in-title and assigns and shall not be determined or affected in any way by the resignations, death or insanity of any one of us.

4. I / We specifically agree that you shall be at liberty either in one action to sue the Borrower and me/us or each of us and also any other person or persons all jointly and severally or to proceed in the first instance against me/us only and further that I/we hereby renounce the right to claim that the Borrower should be excused or proceeded against by action in the first instance and the right to claim that you should divide your claim and bring actions against me/us or any other person or persons whomsoever each for his/her/its portion pro rata and the right to claim in any action brought against me/us with or without all or any other person that you should only recover from me/us a pro rata share of the amount claimed and all other rights and benefits to which sureties are or may by any law be entitled IT BEING AGREED that we are liable in all respects hereunder as principal debtor to the extent aforementioned including the liability to be sued before recourse is had against the Borrower.

5. In the event of the Borrower's default in fulfilling his/her/its obligations and the repayment of all monies due to you, I/We hereby undertake, bind and oblige myself/ourselves to pay you on demand in Colombo, all sums of money due to you from the Borrower which the Borrower is in default of payment together with all interest and other charges payable by the Borrower in respect of facilities granted under the said Loan Facility Agreement as aforesaid.

6. I/We and each of us jointly declare and specifically agree and consent that you shall have the right to file Caveat/s on any property owned by me/us or each of us at any time until the said Loan Facility Agreement is settled in full.

7. I / We and each of us agree not to plea on the Prescription Ordinance or Prescription as a bar to your suing me/us or any one of us for the recovery of the monies herein mentioned or any part thereof.

The contents of this document have been read over explained and understood and signed by me/us.

Date: This 02 day of June 2025 at Colombo

GUARANTOR

Signature :
 Full Name : **Anuradhika Kumari Wanaguru**
 NIC No : **807355201V**
 Address : **35/2, Hokandara Dakuna, Hokandara**

I hereby certify that the aforesaid guarantor signed the document in our presence.

WITNESS "A"

Signature :
 Name : **W. Sankalpa Ranhida De Mel**
 NIC No : **200622400780**
 Address : **643, Mettarama Rd, Kottawa, Pannipitiya**
 Date : **02/06/2025**

WITNESS "B"

Signature :
 Name : **Kalhara Nimesha Pallage**
 NIC No : **200416901013**
 Address : **110/1, Diyagama, Kiriwattuduwa**
 Date : **02/06/2025**

උපදෙස් පත්‍රිකාව

Fintrex Finance Hotline
0117 200 100
0117 977 977

- 1) එක් හැඳුනුම්පතකට ලබාගත හැක්කේ එක් දුරකතනයක් පමණයි.
- 2) ඔබ පහසු ගෙවීමේ ක්‍රමයට ලබාගත් දුරකථනයේ Developer Options පහසුමකම ණය මුදල් ගෙවා අවසන් වනතුරු භාවිත කල නොහැක.
- 3) එමෙන්ම ඔබ ලබාගත් දුරකතනයෙහි ණය මුදල් ගෙවා අවසන් වන තෙක් Google Accounts සැදීම කල නොහැකි වන අතර වෙනත් උපාංගයකින් Google Account සාදා විය ඔබගේ දුරකතනයට ඇතුලත් කිරීම සිදුකල හැකිය.
- 4) ඔබට ගෙවීමට ඇති හිඟ මුදල හෝ මාසික වාරිකය පිළිබඳ තොරතුරු ලබාගැනීමට ලියාපදිංචි වූ දුරකථන අංකයෙන් **0117 200 110** අංකයට **Missed-Call** එකක් ලබාදෙන්න.
- 5) ඔබ ලියාපදිංචි වූ දුරකථන අංකයට ඔබට ගෙවීම් සිදුකල යුතු ගිණුම් අංකය ලැබෙනු ඇත.
- 6) අදාළ දිනය වන විට වාරිකය ගෙවා නොතිබුණහොත් දුරකථනය **LOCK** වේ.
- 7) එසේ **LOCK** වූ විට වාරික මුදල ගෙවීමෙන් පසු දුරකථනය **UNLOCK** වීමට නම් අමතර **Data** ප්‍රමාණයක් දුරකථන සිම් පතෙහි තිබිය යුතු වේ.
- 8) එසේ **LOCK** වීමෙන් ඔබට සිදුවන අපහසුතාවය මගහරවා ගැනීමට අදාළ දිනයට පෙර ගෙවීම සිදුකරන්න.
- 9) පහසු ගෙවීමේ ක්‍රමයට ඔබ ලබාගත් දුරකථන **Reset** (Factory Reset) කිරීම නොකළ යුතුය. එමෙන්ම **LOCK** ඉවත් කිරීමට උත්සහ කිරීමද නොකළ යුතුවේ. එසේ කිරීමට උත්සහ කර දුරකථනය **LOCK** වුවහොත් රු. **4990/-**ක මුදලක් Fintrex Finance ආයතනයට ගෙවීමට සිදු වේ.
- 10) පහසු ගෙවීමේ ක්‍රමයට ඔබ ලබාගත් දුරකථනය අස්ථානගත වීමක් හෝ සොරකම් කළහොත් ඔබ විසින් ගෙවීමට ඇති වාරික මුදල් ඵලෙසම ඉදිරියට ගෙවිය යුතු වේ. එසේ නැතහොත් **CRIB** ලේඛනයට ඔබගේ නම ඇතුලත් වේ.
- 11) ඔබට එකවර ගෙවීම් සිදුකර Loan ක්‍රියාවලිය අවසන් කර ගැනීමට අවශ්‍යනම් ළඟම පිහිටි Fintrex Finance ශාඛාවට පැමිණිය යුතුය.
- 12) ගෙවිය යුතු ණය මුදල එකවර ගෙවීමකදී ඔබ ගෙවිය යුතු වන්නේ ඉදිරියට ගෙවීමට ඇති මුළු පොලී මුදලෙන් **25%** ක් පමණයි.

වාරික මුදල් ගෙවීමේ තොරතුරු

- 1) ඔබගේ වාරික මුදල් ගෙවිය හැකි ක්‍රම කිහිපයකි.
 - ❖ **Online Bank Transfer** මගින් (අමතර ගාස්තු නැත.)
 - ❖ **EzCash** මගින් (අමතර **1.6%** ගාස්තුවක් අය වේ.)
 - ❖ **Fintrex Finance** ශාඛා මගින්

ගිණුම් අංකය / Loan අංකය :	
වාරිකය :	වාරික:

- 2) ළඟම පිහිටි EzCash නියෝජිතයා ගෙන් ගෙවීම සිදුකර ගත හැක. එසේ ගෙවීමේදී **1.6%** ක අමතර ගාස්තුවක් EzCash ආයතනය අය කරනු ඇත. (උදා: ඔබගේ වාරික මුදල රු.**3000/-** ක් නම් ඔබ ගෙවිය යුතු වන්නේ රු. **3048/-** ක් වේ.)
- 3) ඔබ **Online Bank Transfer** කරන්නේ නම් ඔබගේ **BANK** ඇප් එක භාවිත කර ගෙවීම කල හැක. එහිදී පහත පියවර අනුගමනය කරන්න.

Ex:- ONLINE BANK TRANSFER

ඔබ සාමාන්‍ය ගිණුමකට මුදල් හුවමාරු කරන අයුරින්ම ඔබගේ Online Bank ඇප් එක භාවිත කර ගෙවීම සිදු කරන්න. බැංකුවේ නම **Fintrex Finance Limited** ලෙස තෝරන්න. ගිණුම් අංකයට, ඔබට Fintrex ආයතනය මගින් SMS හරහා ඒවා ඇති ඔබගේ **Loan අංකය** ඇතුලත් කරන්න. ඉන් පසු ඔබගේ නම , ඔබගේ වාරික මුදල ඇතුලත් කරන්න. Remark හෝ Reference ලෙස ඇති කොටසට ඔබගේ **NIC අංකය** ඇතුලත් කර ගෙවීම සිදුකරන්න. (මෙහි ඇතුලත් කල යුත්තේ දුරකථනය ලබාගනිමේදී ලියාපදිංචි වූ තැන්පත්තාගේ තොරතුරුය.)

Bank Name :	Fintrex Finance Limited
Account Number :	5800*****
Account Name :	ඔබගේ නම
Amount Rs. :	3000.00
Remark/Reference :	884512514V