

## MUTHOOT CAPITAL SERVICES LIMITED

CIN: L67120KL1994PLC007726

Regd. Office: 3<sup>rd</sup> Floor, Muthoot Towers, M.G Road, Kochi - 682 035

Tel: + 91 - 484 6619600/6613450, Fax: + 91 - 484 2381261

Email: [mail@muthootcap.com](mailto:mail@muthootcap.com), Web: [www.muthootcap.com](http://www.muthootcap.com)

### FIXED DEPOSITS SCHEME

SCHEME A - NON CUMULATIVE DEPOSITS	
MONTHLY INTEREST PLAN	
(Minimum Amount - ₹ 1000)	
Period	Rate of Interest (% p.a)
1 year	7.25
2 year	7.25
3 year	7.25
4 year	7.00
5 year	7.00

SCHEME B - NON CUMULATIVE DEPOSITS	
ANNUAL INTEREST PLAN	
(Minimum Amount - ₹ 1000)	
Period	Rate of Interest (% p.a.)
1 year	7.50
2 year	7.50
3 year	7.50
4 year	7.00
5 year	7.00

SCHEME C - CUMULATIVE DEPOSITS		
MATURITY PLAN (Annual Cumulative)		
(Minimum Amount - ₹ 1000)		
Period	Rate of Interest (% p.a)	Annualized Yield (%)
1 year	7.50	7.50
2 year	7.50	7.78
3 year	7.50	8.08
4 year	7.00	7.77
5 year	7.00	8.05

\* Senior citizens and Central/State Government pensioners and employees of Muthoot Pappachan Group (MPG) shall be eligible for additional interest of **0.25%** on the rate of interest specified above, except for maturity plan.

### TERMS AND CONDITIONS GOVERNING THE DEPOSIT SCHEMES

#### 1. HOW TO APPLY

- Please fill in the attached form completely in BLOCK LETTERS and ensure that all columns are filled in carefully.
- Cheque/Demand draft drawn on a scheduled bank and payable at Kochi/at par should be made in favour of “Muthoot Capital Services Limited” and crossed “A/C PAYEE ONLY”.
- The application form along with the necessary remittance should be sent to the Registered Office of the Company.
- Payment of interest and repayment of principal amount will be made by a cheque/account transfer in favour of the sole/first named depositor.

#### 2. APPLICATIONS

- a. Deposit shall be for a minimum of ₹ 1,000 and in multiple of ₹ 1,000 thereafter.
- b. Deposits will be accepted from Resident Individuals, Trust, and HUFs (through Karta).

- c. Deposits on behalf of a minor will be accepted through his/her guardian, who must sign the application form.
- d. In case of deposits in the name of minors received through their guardian, the amount would be refundable to the person whose name is mentioned as guardian and whose signatures have been given on application form. On attaining majority, the amount shall be refunded to the person named minor in the application.

### 3. KNOW YOUR CUSTOMER (KYC) COMPLIANCE

To comply with the 'Know Your Customer' guidelines for Non-Banking Financial Companies (NBFC) prescribed by the Reserve Bank of India, new depositors (Karta in case of HUF) should provide a copy of any one of the following documents (which contains the photograph of the concerned first depositor) for identification and proof of residential address and which shall be self-attested:

- (i) Passport (ii) PAN card with Address Proof (iii) Voters Identity Card (iv) Driving Licence (v) Aadhar card.

In case the address mentioned in the above documents differs from the present address, a copy of anyone of the following documents should be furnished as proof of residential address:

- (i) Telephone Bill (ii) Bank Account Statement (iii) Electricity Bill (iv) Ration Card.

In case of Trusts the following documents needs to be provided:

- (i) Certificate of Registration, if registered (ii) Power of Attorney granted to transact business on its behalf (iii) Any officially valid documents to identify the trustees, settlers, beneficiaries and those holding Power of Attorney, Founders/Managers/Directors and their addresses (iv) Resolution of the managing body of the Trust (v) Telephone bill (iv) Electricity bill.

In the absence of the above, the Company will not be able to process the application for deposit/renewal.

### 4. DEPOSIT RECEIPT

- Deposit receipt (s) will be forwarded at the address given in the application form within eight weeks from the date of realisation of cheque/draft.
- Deposit receipts are non-transferable and non-negotiable.
- In the event of Loss or Mutilation of Deposit Receipt, the Company may, at its discretion, issue a duplicate receipt subject to compliance by depositor with such terms and conditions including indemnity as the Company may stipulate. All expenses incurred by the Company in this connection will be borne by the depositor(s).

### 5. INTEREST

- a. The period of deposit and calculation of interest thereon will commence from the date of realisation of cheque/bank draft by the Company. The rate of interest is subjected to revision as may be notified under the NBFCs Acceptance of Public Deposits (Reserve Bank) Directions, 1998.
- b. Under **Scheme "A"** interest shall accrue and be payable monthly. Under **Scheme "B"** interest shall accrue and be payable annually. Under **Scheme "C"** interest shall be compounded annually and payable on maturity.

## **6. INCOME TAX**

- Income tax, where ever, applicable, will be deducted at source from interest in accordance with the provisions of the Income Tax Act, 1961. However, income tax will not be deducted, if the appropriate certificate/declaration as required under the Act, is furnished to the Company at least 45 days before the due date of payment of interest. In such cases, valid PAN (Permanent Account Number) must be quoted in the form else the form shall be treated as invalid.
- Section 139A (5A) of the Income Tax Act, 1961, requires every person receiving any sum or income from which tax has been deducted to intimate his PAN to the person responsible for deducting such tax. Further, Section 139A (5B) requires the person deducting such tax to indicate the PAN on the TDS certificate. PAN should be mentioned in the application form if the annual interest exceeds ₹ 5000 per year. PAN is mandatory for deposits of ₹ 50000 and above.
- In case PAN is not mentioned/is invalid, the rate of TDS would be at such rates as notified by the Government from time to time.
- The first named depositor will be regarded as the beneficial owner of the deposit and will be treated as the payee for the purpose of deduction of income tax at source.
- To comply with the provisions of the Income Tax Rules, 1962, an applicant's PAN, allotted by the income tax authority is to be specified in the income tax deduction certificate to be issued by the Company in respect of the interest payments on deposits. Accordingly, a copy of PAN card must be attached along with the application form.
- Those applicants who are desirous of availing no deduction of income tax shall submit Form 15 G/ H duly completed as per the Income Tax Act, 1961.

## **7. JOINT DEPOSITS**

- Deposits will be accepted by the Company in joint names, not exceeding three in number.
- In case of deposits made in joint names, all correspondence will be addressed to the person whose name appears first on the application form. All cheques for payment of interest or repayment of principal amount will also be drawn in favour of the first named depositor. Any discharge given by the either/any of the depositor (s) for payment of interest and principal amount shall be valid and binding on all joint depositors.
- In case of deposits made in joint names, in the event of death of the first named depositor, a payment on account of principal amount and interest due thereon will be made to the person named first in the order of survivor(s), on production of death certificate, without reference to the heirs and/or legal representative(s) of the deceased. In the event of death of the sole depositor, it will be necessary for the legal representative(s) of the deceased depositor to produce succession certificate/ letter of administration/probate of will, if any, or other legal representation to the satisfaction of the Company.

## **8. RENEWAL/REPAYMENT**

- a. The deposits shall be repaid only on maturity as per the terms and conditions contained in the application form. The repayment of deposit amount shall be by credit/transfer to the bank account of the depositor(s) only. The Company may opt to make repayment by cheque or account transfer by means of RTGS/NEFT. All payment of interest and repayment of principal amount will be in favour of the first named depositor. Any discharge given by either/any of the depositors for payment of interest or repayment of principal amount shall be valid and binding on all other joint depositors.

- b. The Company shall intimate the details of maturity of the deposit to the depositor two months prior to the date of maturity of the deposit.
- c. Where the deposit receipt is not presented for renewal within four weeks from the date of maturity, the renewal for deposit with retrospective effect will be at the option of the Company.
- d. Where the due date of any payment falls on Sunday, Bank Holiday or any other day on which office of the Company remains closed, the payment will be made on the next working day.
- e. In case of premature withdrawal, the deposit receipt must be discharged by all the joint holders along with an application for withdrawal signed by all of them. Premature repayments shall be as per the terms and conditions and as per the directions of Reserve Bank of India, currently in force:
  - (i) Deposits shall be subject to a minimum lock in period of 3 months, from the date of acceptance. No deposit shall be repaid before the expiry of 3 months from the date of the deposit/renewal (except in the event of death of the depositor).
  - (ii) Interest payment on premature withdrawal (including premature withdrawal in the event of death of the depositor) would be as follows:

a.	Premature payment after 3 months but before 6 months	No interest. If interest is already paid then the same will be recovered from the principal amount before making full and final settlement.
b.	Premature payment after 6 months but before the date of maturity	The interest payable shall be 2% lower than the interest rate applicable for the period for which the deposit has run or if no rate has been specified for that period, then 3% lower than the minimum rate at which deposits are accepted. If excess interest is already paid then the same shall be recovered from the principal amount before making full and final settlement.

## 9. CREDIT RATING

The Company has been given a rating of FA-/Stable by CRISIL for its Public Deposit programme. This rating indicates that the degree of safety regarding timely payment of interest and principal is satisfactory. Changes in circumstances can affect such issues more than those in higher rated categories.

## 10. NOMINATION

- In terms of the provisions of Section 45QB of RBI Act, 1934, the depositors may nominate one person to whom, in the event of death of the depositor/s, the amount of the deposit may be returned. Prescribed rules and forms can be had on request.
- Nomination can be made by individuals only, applying singly or jointly. The nominee shall not be a Trust, Society, Body Corporate, Partnership Firm, Karta of Hindu Undivided Family or a holder of a Power of Attorney.
- Where the nominee has been appointed by depositor(s) in the application form, the nominee would receive payment of the deposit amount and/or interest. In case of death of all other depositor(s) as appearing on the application form, on production of the relevant death certificate(s) without reference to heir and/or legal representatives of the deceased, the Company shall be absolved of its liability on such payment to the nominee.

## **11. LOAN AGAINST DEPOSITS**

The Company may grant, at its sole discretion, loan against deposits, provided the deposit had run for a minimum period of 3 months, up to 75% of the deposit amount carrying interest @ 2% above the contracted rate payable on such deposits

## **12. NON - REPAYMENT**

- a. In the case of non-repayment of the deposit or part thereof, as per terms and conditions of such deposit, the depositor may approach the Southern Bench of National Company Law Tribunal, Corporate Bhawan (UTI Building), 3<sup>rd</sup> Floor, No. 29, Rajaji Salai, Chennai - 600 001, Ph: 044 - 25262791, Fax: 044 - 25262794
- b. In case of deficiency of the Company in serving its deposit, the depositor may approach the National Consumer Disputes Redressal Forum, State Level Consumer Disputes Redressal Forum or the District Level Consumer Disputes Redressal Forum for relief.

## **13. PAYMENT OF BROKERAGE**

The Company may appoint brokers for collection of deposits. Payment of brokerage/commission/incentive or any other benefit by whatever name called, and reimbursement of out of pocket expenses shall be made as per the provisions of the Non-Banking Financial Companies Acceptance of Public Deposits (Reserve Bank) Directions, 1998.

## **14. GENERAL**

- The Company will not accept or recognize any lien on or assignment of the deposit or interest thereon.
- Two weeks' notice is required to effect any change in the particulars of deposit, including address.
- The Company reserves the right to reject any application for acceptance and/or renewal of deposit without assigning any reason thereof.
- The Company reserves the right to alter or amend from time to time without notice and without assigning any reasons, any of the terms and conditions mentioned herein above so long as such alteration or amendments are not inconsistent with the NBFCs Acceptance of Public Deposits (Reserve Bank) Directions, 1998, or the amendments thereto from time to time.
- If cheques/drafts are dishonoured, public deposit application will be rejected. However, applicants may submit fresh application with fresh cheque/draft.
- Changes in amount, period, and sequence of names, addition or deletion of depositor's name (except in case of death) will not be made after the application has been accepted and registered by the Company.
- Deposits once accepted and/or renewed under any of the schemes, cannot be interchanged before the expiry of the said deposit and/or such renewal.
- The Company shall not be responsible for delay or loss in postal transit of deposit receipts/cheques/drafts towards repayment/interest that may be sent to the depositors. Duplicates will be issued on such reasonable terms as to indemnity and otherwise as the Company may think fit.
- Dispute, if any arising on any matter relating to or in connection with the public deposits will be subject to jurisdiction of Courts in Ernakulam.

- Any deposit which remains unclaimed and unpaid for a period of seven years from the date it becomes due for payment will be transferred to “The Investor Education and Protection Fund (IEPF)” established by the Central Government under Section 205C(1) and (2) of the Companies Act, 1956.
- The financial position of the Company as disclosed and the representations made in the application form are true and correct and the Company and its Board of Directors are responsible for the correctness and veracity thereof.
- The financial activities of the Company are regulated by the Reserve Bank of India. It must, however, be distinctly understood that Reserve Bank of India does not undertake any responsibility for the financial soundness of the Company or for the correctness of any of the statements or the representations made or opinions expressed by the Company; and for repayment of deposit/ discharge of liabilities by the Company.
- There are no facilities, fund and non-fund based, extended by the Company to other entities in the group. Hence there are no dues in respect of the same.
- These terms and conditions form an integral part of the prescribed application form.
- The Public Deposits solicited by the Company are not insured.

## 15. COMPANY INFORMATION

Information required to be specified as per the provisions of NBFCs Acceptance of Public Deposits (Reserve Bank) Directions, 1998 and Non-Banking Financial Companies & Miscellaneous Non-Banking Companies (Advertisement) Rules, 1977 as amended are given below:

<b>A.</b>	<b>Name of the Company</b>	Muthoot Capital Services Limited (MCSL)
<b>B.</b>	<b>Date of Incorporation</b>	18 <sup>th</sup> February, 1994
<b>C.</b>	<b>Business carried on by the Company and its subsidiaries with the details of branches or units, if any</b>	<p>The Company is engaged in the business of rendering Non-Banking Financial Services and is mainly into the business of advancing loans against hypothecation of two wheelers.</p> <p>The Company accepts public deposits.</p> <p>The Company does not have any subsidiaries.</p> <p>Presently the Company is having facility for its auto loan lead generation and delivery of loan disbursement cheques at Alappuzha, Calicut, Kollam, Kottayam, Meenangadi, Palakkad, Thrissur, Tirur, Trivandrum, Chennai, Coimbatore, Kumbakonam, Salem, Tanjore, Theni, Thirunelveli, Trichy, Karaikkal, Bangalore, Hubli, Mysore, Shimoga, Amberpet, Hyderabad, Guntur, Kadapa, Thirupathi, Vijayawada, Vizag, Ahmedabad and Bharuch. These facilities are only in relation to Auto Loans.</p> <p>The Company presently does not intend to accept deposits through any such locations; all deposits will be accepted through its Registered Office at M.G. Road, Kochi only.</p>
<b>D.</b>	<b>Brief Particulars of the Management of the Company</b>	Company is managed by Mr. Thomas George Muthoot, Managing Director with the assistance of a team of professionals such as Mr. Madhu Alexiouse, Chief Operating Officer, Mr. Vinodkumar M. Panicker, Chief

		Finance Officer, Mr. R Balakrishnan, General Manager (South & West) and Mr. Bimal Singh Rawat, General Manager (North & East) under the supervision of the Board of Directors.
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**E. Names, Addresses and Occupations of the Directors:**

Sl. No.	Name	Designation	Address	Occupation
1.	Mr. Thomas John Muthoot	Chairman	TC 4/1008 (1), Kawdiar, Kawdiar P.O., Trivandrum, Kerala - 695 003.	Business
2.	Mr. Thomas George Muthoot	Managing Director	Muthoot Towers, College Road P.O., M.G Road, Kochi, Kerala - 682 035.	Business
3.	Mr. Thomas Muthoot	Director	Muthoot Towers, 06 <sup>th</sup> Floor, M.G Road, Opp. Abad Plaza, Kochi, Kerala - 682 035.	Business
4.	Mr. A.P. Kurian	Independent Director	9, Friendship, 23 <sup>rd</sup> Road, TPS III, Bandra West, Mumbai, Maharashtra - 400 050.	Professional
5.	Mr. R.K. Nair	Independent Director	25/167 Sivanevash, Karekadu, Suchindaram, Tamil Nadu - 629 704.	Professional
6.	Ms. Radha Unni	Independent Director	No. 21/6, River View, 4 <sup>th</sup> Main Road, Gandhi Nagar, Chennai, Tamil Nadu - 600 020.	Professional

**16. FINANCIAL HIGHLIGHTS**

**a. Profits & Dividends**

Period Ended	Profit Before Tax (₹ In Lakhs)	Profit After Tax (₹ In Lakhs)	Dividend (₹ per equity share of face value of ₹ 10/- fully paid up)
31 <sup>st</sup> March, 2015	34 17	22 29	5
31 <sup>st</sup> March, 2016	35 45	22 85	5.5
31 <sup>st</sup> March, 2017	46 19	30 09	-

**b. Summarized financial position of the Company as appearing in the two latest Audited Balance Sheets immediately preceding the date of advertisement.**

Liabilities	As at 31.03.2017 (₹ In Lakhs)	As at 31.03.2016 (₹ In Lakhs)	Assets	As at 31.03.2017 (₹ In Lakhs)	As at 31.03.2016 (₹ In Lakhs)
Share Capital	12 47	12 47	Fixed Assets	2 59	1 83
Reserves & Surplus	165 51	135 42	Investments	14 75	13 75
Secured Loans	818 09	746 26	Deferred Tax	6 57	4 68

Unsecured Loans	182 73	147 50	Current Assets	49 92	12 51
Current Liabilities & Provisions	99 39	30 46	Loans & Advances	1204 36	1039 34
<b>Total</b>	<b>1278 19</b>	<b>1072 11</b>	<b>Total</b>	<b>1278 19</b>	<b>1072 11</b>

**Brief particulars of contingent liabilities:**

Sl. No.	Particulars	As at 31.03.2017 (₹ In Lakhs)
1.	Corporate guarantee for Securitisation Transactions	20 91
2.	Income Tax issue where the Company is in appeal	2
	<b>Total</b>	<b>20 93</b>

c. The total amount of exposure (aggregate dues) to Companies in the same group or other entities or business ventures, in which, the Directors and/or the Company are holding substantial interest as on 31<sup>st</sup> March, 2017 is ₹ 3 05.98 lakhs.

d. **The amount which the Company can raise by way of deposits under the NBFCs Acceptance of Public Deposits (Reserve Bank) Directions, 1998**

Particulars	(₹ In Lakhs)
(i) Maximum amount which the Company can raise by way of deposits under the NBFCs Acceptance of Public Deposits (Reserve Bank) Directions, 1998 - one and half times of Net Owned Funds (NOF)	<b>257 13</b>
(ii) Aggregate of Public Deposits actually held on 31 <sup>st</sup> March, 2017	<b>108 79</b>

e. As on 31<sup>st</sup> March, 2017 the unclaimed matured public deposits was ₹ 1 61.54 lakhs and deposit pending for renewal was ₹ 1 26.50 lakhs.

f. The Company has no overdue deposits/unclaimed deposits as on date of this advertisement.

**17. DECLARATION**

The Company declares:

- that the Company has complied with the provisions of the Directions applicable to it;
- that the compliance with the Directions does not imply that repayment of deposits is guaranteed by the Reserve Bank of India;
- that the deposits accepted by the Company aggregating to ₹ 108 79 lakhs as on 31<sup>st</sup> March, 2017, are not insured and are unsecured ranking pari-passu with other unsecured liabilities.
- the Company is not in default in repayment of any deposit or interest thereon in accordance with the terms and conditions of deposits.
- that the Company has filed a copy of the advertisement signed by majority of Directors, with the Reserve Bank of India.