

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

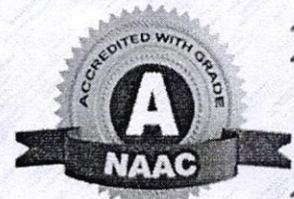
Bluebear Technology, Private Limited

**registered office at 105, Aditya Arcade, First Floor, Preet
Vihar, Delhi-110092**

&



**SWAMI VIVEKANAND
SUBHARTI
UNIVERSITY**
UGC Approved Meerut



SWAMI VIVEKANAND SUBHARTI UNIVERSITY

**Subhartipuram, NH-58, Delhi-Haridwar Bypass Road, Meerut -
250002**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made and entered into on this 16th day of July, 2025 (the "Effective Date"), by and between:

BLUEBEAR TECHNOLOGY PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, having its registered office at 105, Aditya Arcade, First Floor, Preet Vihar, Delhi – 110092 and its corporate office at No. 1613/1614, Enzyme 7th Cross, 19th Main Road, 1st Sector, HSR Layout, Bengaluru, Karnataka – 560102 (hereinafter referred to as "Propelld"), which expression shall, unless repugnant to the context or meaning thereof, include its **successors-in-interest and permitted assigns**, of the FIRST PART;

AND

SWAMI VIVEKANAND SUBHARTI UNIVERSITY, established in the year 2008, having its registered office at Subhartipuram, NH-58, Delhi-Meerut Bypass Road, Meerut - 250005 (hereinafter referred to as the "Institute"), which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest, administrators and permitted assigns, of the SECOND PART.

Propelld and the Institute may hereinafter be individually referred to as a "Party" and collectively as the "Parties".

PREAMBLE

WHEREAS, the Institute offers a wide range of educational programs and is committed to improving access to higher education for all eligible students;

WHEREAS, Propelld operates a digital platform that facilitates unsecured educational loans through partnered lenders and provides certain guarantees to lenders on behalf of student borrowers;

AND WHEREAS, both Parties desire to collaborate to facilitate smooth access to educational loans for students of the Institute through the Propelld platform.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties hereby agree as follows:

1. DEFINITIONS

- a. **"Student(s)"** shall mean the enrolled or prospective learners of the Institute seeking financial assistance for educational purposes.
- b. **"Lender(s)"** shall mean financial institutions or NBFCs associated with Propelld to provide educational loans.
- c. **"Loan Partner(s)"** shall mean Propelld's lending partners who process and disburse loans to eligible applicants.

2. SCOPE AND RESPONSIBILITIES

2.1 The Institute shall support students seeking loans via Propelld and undertake the following roles:

- a. Display brochures and promotional material of Propelld within campus.
- b. Host Propelld's application link on the Institute website.
- c. Circulate loan-related information and materials to students through email or other appropriate mediums.
- d. Cooperate with Propelld in good faith on any additional mutually agreed tasks.

2.2 Propelld shall:

- a. Ensure its Loan Partners comply with all applicable RBI and legal guidelines.
- b. Address all student and Institute queries within **seven (7) working days**.
- c. Refrain from employing any coercive, misleading, or aggressive marketing strategies toward students.

2.3 Upon student loan approval and disbursement by a Loan Partner, Propelld shall assist in completing the documentation and ensuring fee payment to the Institute on time. Loan approval / disbursement remains at the sole discretion of the lender.

2.4 In the event of course withdrawal or cancellation of admission approved by the Institute, the Institute shall refund the loan amount received from Propelld within **five (5) working days**, in accordance with applicable UGC norms. This amount will be applied toward prepayment / foreclosure of the student's loan. Any shortfall shall be the responsibility of the student.

3. TERM AND TERMINATION

3.1 This MoU shall remain valid for a period of three (3) years from the Effective Date unless terminated earlier by either Party with thirty (30) days' prior written notice.

3.2 Upon termination:

- a. Both Parties shall discontinue use of each other's names, logos, or branding.
- b. Loan obligations already in progress shall remain unaffected.
- c. Confidentiality, data protection, and dispute clauses shall survive termination.

4. CONFIDENTIALITY AND DATA PRIVACY

4.1 The Parties agree to maintain strict confidentiality of the terms of this MoU and shall not disclose internal interest rates or arrangements to any unauthorized third party.

4.2 Propelld shall ensure that it obtains **explicit, informed consent** from students before collecting, using, storing, or sharing their personal, academic, or financial

information. Propelld shall adhere to the provisions of the **Information Technology Act, 2000**. The Institute shall not be liable for any misuse of student data by Propelld or its lending partners.

5. INDEPENDENCE AND LIABILITY

5.1 The Institute shall not be held liable for any delay, rejection, or default in repayment by the student.

5.2 The Institute is not responsible for follow-up with students regarding loan repayments.

5.3 This MoU does not create a partnership, agency, or joint venture between the Parties.

5.4 Propelld shall ensure that the Institute is not made a party to any legal disputes with students or parents arising out of the loan facilitation process.

6. INTELLECTUAL PROPERTY & PUBLICITY

6.1 Either Party may use the other Party's name and logo for promotional purposes **only with prior written consent** and in accordance with any communicated branding guidelines.

7. FORCE MAJEURE

7.1 Neither Party shall be held liable for failure or delay in performance due to events beyond their reasonable control including natural disasters, pandemics, strikes, or government actions.

8. AMENDMENT, WAIVER & NOTICES

8.1 Any amendment or waiver of this MoU shall be valid only if made in writing and signed by authorized signatories of both Parties.

8.2 Notices shall be sent to the email / addresses below and deemed delivered upon acknowledgment:

- a. **FOR PROPELLD:** legal@propelld.com
- b. **FOR INSTITUTE:** registrar@subharti.org

9. DISPUTE RESOLUTION & GOVERNING LAW

9.1 This MoU shall be governed by the laws of India.

9.2 Any dispute shall be resolved through arbitration by a sole arbitrator jointly appointed by both Parties. The seat and venue of arbitration shall be **Meerut**, and the proceedings shall be in English.

9.3 The courts of **Meerut** shall have exclusive jurisdiction.

10. EXECUTION IN COUNTERPARTS

This MoU may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have executed this MoU through their authorized representatives as of the date first above written.

**Signed for and on behalf of
Bluebear Technology Private Limited**

Signature: _____

Name: Sagar Kaushik

Designation: Associate Director

Date: 16/07/2025

**Signed for and on behalf of
Swami Vivekanand Subharti University**

Signature: _____

Name: Gp. Capt. M Yakoob

Designation: Registrar

Date: 16.07-2025



WITNESSES:

Signature: _____

Name: _____

Address: _____

Signature: _____

Name: _____

Address: _____