



महाराष्ट्र MAHARASHTRA

2021

ZS 917915

Collaboration Agreement

This Collaboration Agreement ("Agreement") is made on this 07th July, 2022

BY AND BETWEEN

Gajju Technologies Private Limited, a Company incorporated under the Companies Act, 2013 and having its registered office at 20, Bandra Reclamation Sarita Apartments, Mumbai, Maharashtra, 400050, India, having CIN U74999MH2017PTC301676 (hereinafter referred to as "**Financepeer**", which expression shall unless repugnant to the meaning or context hereof, include its successors and permitted assigns);

AND

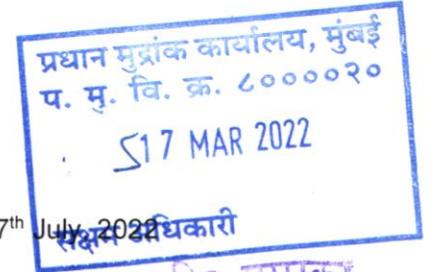
Swami Vivekanand Subharti University, an entity registered under the laws of India, having its office at Subhartipuram, Delhi Haridwar Bypass Road, NH-58, Meerut – 250005 (Uttar Pradesh) and formed under U.P. Act no.29 of 2008 (hereinafter referred to as "**University**", which expression shall unless repugnant to the meaning or context hereof, include its partners and their respective legal heirs, executors and administrators).



1

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[Signature]
Director / Authorised Signatory



Financepeer and the University shall hereinafter, wherever the context permits, jointly be referred to as "**Parties**" and individually as "**Party**".

RECITALS

- A. Financepeer is a digital marketplace platform for banking and financial products and currently provides lending solutions to various borrowers. Financepeer has partnered or has agreement with various Lending partners who are NBFC to provide loans to individuals and entities on the Financepeer's platform. Lending partners of Financepeer are a non-banking financial company ("**Lending Partner**") duly registered with the Reserve Bank of India and is engaged in the business of providing loans to individuals and entities for skilling and education.
- B. The University is inter alia engaged in the activities of providing higher education courses to children at affordable cost.
- C. The University and Financepeer are desirous of collaborating with each other to enable the students of The University and/or the parents of such students ("**Customers**") to access and utilize the lending platform of Financepeer for accessing and availing loan products offered by the Lending partner ("**Loan(s)**"), on the terms and conditions mentioned herein.
- D. University has following faculty at present:
- (i) Faculty of Medicine College,
 - (ii) Faculty of Dental Sciences College,
 - (iii) Faculty of Nursing College,
 - (iv) Faculty of Physiotherapy & Allied Sciences College,
 - (v) Faculty of Ayush College,
 - (vi) Faculty of Pharmacy College,
 - (vii) Faculty of Law College,
 - (viii) Faculty of Engineering College,
 - (ix) Faculty of Science College,
 - (x) Faculty of Education College,
 - (xi) Shubarti College of Management & Commerce,
 - (xii) Faculty of Fine Arts College,
 - (xiii) Faculty of Arts & Social Science College,
 - (xiv) School of Buddhist Studies,
 - (xv) Subharti College of Hotel Management,
 - (xvi) Subharti Polytechnic College.



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2


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NOW THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES, THE REPRESENTATIONS, WARRANTIES AND COVENANTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES AGREE AS FOLLOWS:

1. TERMS OF LOAN

Financepeer agrees to provide Loan(s) for the Courses to the Customers on the terms mutually agreed between Financepeer and Customers and as per the terms agreed by the Parties as more specifically outlined in Annexure A. Financepeer may decide the grant of Loans at its sole discretion.

It's being further agreed that Financepeer or Lending Partner shall transfer the Course fees (for which the Loan has been availed by the Customer) directly to the University's bank account, the details whereof are set out in Annexure B.

Financepeer shall be responsible for the collection of the repayment of the Loans from the Customers directly. University shall not be responsible for repayment of loan by customers of Financepeer or collection from its students. University is not extending guarantee of any kind for the repayment to Financepeer.

Refund policy of the University as amended from time to time shall be applicable for the students or their parents who take loan from Financepeer.

Financepeer shall offer fee finance products to the Customers from multiple lending partners for the purpose of increasing the Customer loan approvals.

2. ROLE OF THE UNIVERSITY

- 2.1. Financepeer agrees that the University will be a facilitator for the provision of Loans by Financepeer to Customers.
- 2.2. The decision of Financepeer to provide Loans to Customers shall be solely based on its know your customer (KYC) checks and policies. The University shall not have nor deemed to have role in the decision of providing Loans to Customers. Financepeer shall take the required information and documents from the Customer for performing the credit check.



- 2.3. University shall provide below information of the Customers who are interested in availing the facility:
- a) Admission Proof of the Customer (admission receipt or Admission Number, ID etc.)
 - b) Fee details of the Customer or total fee due
- 2.4. University may display Financepeer's Education Loan related product brochures at all its premises and on its website.
- 2.5. The University may provide referral of existing and potential Customer to avail Education Loans from Financepeer and the University shall share the potential list of Customer to Financepeer from time to time.
- 2.6. The University may send emails, SMS other marketing/information material of Financepeer to all its students and staff members.
- 2.7. In the event The University intends to refund any fees or other amounts (as per its policy) from The University to a Customer during the tenure of the Loan agreement between the Customer and the Lender, then The University shall ensure that it transfers such fees or other amounts as may be due, to Financepeer or its Lending partner, subject to this amount/fees being part of the loan amount taken by the Customer or the amount transferred by Lending partner to The University.
- 2.8. University acknowledges and agrees no channel partner, employees, vendors or other representatives of Financepeer ("**Representative**") is authorized to ask for any monies for its benefit or on behalf of Financepeer. In the event of University receiving any request for payment of any monies by any of the aforesaid Representatives, the University shall not pay any monies to any such Representatives, whether through cash, cheque or electronic transfer to their bank accounts and shall forthwith inform Financepeer. Financepeer shall not be liable for any such payment made by University to any of the Representatives, claiming authorization of Financepeer, and such payment shall be at the sole risk of the University.
- 2.9. The Parties acknowledge that the University shall not be held liable in any case whatsoever including but not limited to any sort of recovery as well as civil or criminal proceedings which might occur on default of the Customer (including their guarantors) or any other matter arising thereof.

3. TERM AND TERMINATION

- 3.1. The Agreement shall be valid for a period of 36 months from the Effective Date, unless terminated in accordance with the terms of this Agreement ("**Term**").



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4


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- 3.2. Either Party shall be entitled to terminate this Agreement for any reason whatsoever, by giving a prior written notice of 30 (thirty) days to the other party. Provided further that this Agreement shall be deemed terminated on the occurrence of any either party fails to comply with the terms and conditions of this Agreement
- 3.3. This Agreement may also be terminated if a Party has been in breach of its material obligations or representations under this Agreement and such a breach has not been cured within a period of 30 days therefrom.

4. OTHER TERMS

- 4.1. The University shall not disclose the terms of this Agreement to any person(s) or competitor(s) respectively, at any time during its pendency of this Agreement.
- 4.2. Financepeer reserves right to share with its Customers any additional products which it may deem fit for them.
- 4.3. The agreement is exclusive on the part of The University. The University is expressly prohibited from entering into similar agreements with any other NBFC or Loan facilitating company providing similar EMI based loans to Customers. However such restriction shall not be applicable in case bankers of the University offer such facility. Moreover, students shall not be restricted in any way.
- 4.4. Financepeer would provide MIS report to the University for smooth updating and feedback of the leads provided by the University.
- 4.5. The Parties shall, during the Term of this Agreement and thereafter, keep the Confidential Information (and shall endorse the Confidential Information as "**confidential**" to its agents and/or employees) and shall not disclose the same to any Person save to the extent necessary to use Confidential Information in accordance with the terms of this Agreement. A Party may make disclosures required by law or court order provided they use diligent reasonable efforts to limit disclosure and has allowed the other Party to seek appropriate remedy.
- 4.6. **Amendments.** No Amendment or modification of this Agreement shall be valid unless made in writing and confirmed by authorized signatory of both the Parties.
- 4.7. **Governing Law:** This Agreement shall be governed by, subject to and construed in accordance, with the laws of India and the courts of Meerut (U.P.) shall have exclusive jurisdiction for all matters arising from this Agreement.
- 4.8. Neither Party shall transact any business in the name of the other or on behalf of the other or in any manner or form, or make promises, representations or warranties or incur any liability, direct or indirect, contingent or fixed, for or on behalf of the other Party



- 4.9. The status of each of the Parties under this Agreement will be that of an independent Party. Notwithstanding anything contained in any law for the time being in force, it is clarified that this Agreement is on a principal-to-principal basis and does not create and shall not be deemed to create any employer-employee relationship between Financepeer and the University or their respective officers, directors, employees and representatives
- 4.10. Brand name, marketing collaterals and logos of both the Parties form part of their intangible assets. Financepeer shall have a limited rights and entitlement to use the brand names and logos of The Institute and Lender for advertising, marketing and business development purposes in connection with its lending platform with prior intimation to the University.

5. Notices

Any notice or request to be given or made in this Agreement by either party shall be in writing and shall be deemed to be given and made, when delivered to the party to which it is required to be given or made at such party's address as shown in this Agreement or as subsequently modified by notice to the other party to this Agreement

Address for service of Notice:

If to the University

Name of the University: Swami Vivekanand Subharti University

Address: Subhartipuram, Delhi Haridwar Bypass Road, NH-58, Meerut – 250005 (Uttar Pradesh)

Kind Attention: Deepesh Kumar Saxena, Registrar

Email ID: registrar@subharti.org

Phone Number:

If to Financepeer:

Name: Gajju Technologies Private Limited

Address: 20, Bandra Reclamation Sarita Apartments, Mumbai, Maharashtra, 400050, India.

Kind Attention: Sunit Gajbhiye

Email: sunit@financepeer.co

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATE, MONTH AND YEAR, FIRST HEREINABOVE MENTIONED.

Signed for and on behalf of Financepeer by:

GAJJU TECHNOLOGIES PRIVATE LIMITED


Director / Authorised Signatory

Name: - Sunit Gajbhiye
Designation: - Director

Signed for and on behalf of University by:



Name: - Deepesh Kumar Saxena,
Designation: - Registrar

ANNEXURE A

Commercial Terms:

Tenure	Discount from University	Interest borne by Customers	Processing Fees	Advance EMI	No. of Tranches (to the University)
3 Months	NIL	3.20% of Loan Amount	NIL	1	1
6 Months	NIL	5.70% of Loan Amount	NIL	1	1
9 Months	NIL	8.20% of Loan Amount	NIL	1	1

Illustration - When the Customer decide to take loan to pay

Assuming a Fees of Rs 1,00,000/- and a Tenure of 9 Months and Education Institute receives the fees in single tranche. Below will be the Customer EMI schedule

Interest rate of 8.20% from Customer.

Below will be the Customer EMI Schedule:

Sr. No	Day #	EMI Amount (3 Months)	EMI Amount (6 Months)	EMI Amount (9 Months)
1	0	Rs 34,400	Rs 17,617	Rs 12,022
2	30	Rs 34,400	Rs 17,617	Rs 12,022
3	60	Rs 34,400	Rs 17,617	Rs 12,022
4	90		Rs 17,617	Rs 12,022
5	120		Rs 17,617	Rs 12,022
6	150		Rs 17,617	Rs 12,022
7	180			Rs 12,022
8	210			Rs 12,022
9	240			Rs 12,022



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ANNEXURE B

List of University and Bank Account Details of the University (along with a copy cancelled Cheque attached)

For All Branches :

Bank Name: Punjab National Bank
Account Name: Swami Vivekanand Subharti University
Account Number: 52282011017748
IFSC: PUNB0522810

Financepeer Bank Account Details
Bank Name: Axis Bank
Account Name: GAJJU TECHNOLOGIES PRIVATE LIMITED
Account Number: 919020083244509
IFSC: UTIB0000233



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