

COLLABORATION AGREEMENT

This Collaboration Agreement ("**Agreement**") is made on this August 1, 2022 ("**Effective Date**"), by and between

1. **VILASRAO DESHMUKH FOUNDATION GROUP OF INSTITUTION, VDF SCHOOL OF ENGINEERING & TECHNOLOGY** bearing PAN No. **AAATV2371H** a trust/society/company incorporated under the laws of the Republic of India and having its office **MUMBAI**, and represented by its authorised signatory **Dr. Mohan Buke (Title: Principal)** (hereinafter referred to as "**Education Institute**" which term shall, unless repugnant to the context or meaning thereof, include its successors, legal representatives and permitted assigns);

AND

2. **Gajju Technologies Private Limited**, a company incorporated under the laws of the Republic of India having CIN **U74999MH2017PTC301676** and its registered office at 20, Bandra Reclamation Sarita Apartments, Mumbai, Maharashtra, 400050, India and represented by its authorised signatory Mr. Sunit Gajbhiye, Director (hereinafter referred to as "**Company**" which term shall, unless repugnant to the context or meaning thereof, include its successors, legal representatives, Authorised agents and permitted assigns);

The Education Institute and the Company are referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

- A. The Education Institute is a registered educational institution duly affiliated to AICTE providing educational, training, coaching and related facilities to students across various learning streams and disciplines.
- B. The Company is a digital marketplace platform for banking and financial products and currently provides lending solutions to various borrowers. The Company has partnered or has agreement with various Lending partners who are NBFC to provide loans to individuals and entities on the Company's platform. Lending partners of the company are a non-banking financial company ("**NBFC**") 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.
- C. The Education Institute and the Company are desirous of collaborating with each other to enable the students of the Education Institute and/or the parents of such students ("**Customers**") to access and utilize the lending platform of the Company for accessing and availing loan products offered by the Lending partner ("**Loan(s)**"), on the terms and conditions mentioned herein.

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. SCOPE

- 1.1 Company shall offer the Loans (*the terms whereof are more specifically set out in Annexure A hereto*) on its digital lending platform which may be accessed by the Customer for the purpose of paying the fee of the Education Institute. The Parties acknowledge that the Loans will be approved and disbursed by Lender through Company based on the details provided by the Customer.
- 1.2 The Company through its Lending partner will directly disburse the Loan availed by the Customer in the Education Institute's bank account, the details whereof are set out in Annexure B hereto.
- 1.3 The Loans on the lending platform of the Company will be offered to the eligible participating students or Customers of the Education Institute on the terms and conditions contained in approval letter issued by Lending partner and the individual loan agreements to be entered into between the parents of participating students and Lending partner.
- 1.4 The Parties acknowledge that the approval and disbursement of Loans through Company shall be at the sole discretion of Lending partner and in the manner stated by Company and Lending partner and shall also be subject to satisfaction of the eligibility criteria for the participating students of the Education Institute as may be specified by Lender.

2. ROLES OF THE EDUCATION INSTITUTE

- 2.1 The Education Institute shall provide necessary information (mentioned in Annexure C) and data about the students of the Education Institute, as may be sought by Company (including past fees payment history, providing online access and online delivery of data and information), to enable them to initiate communication as well as promote the lending solutions being offered by the Company to the Interested Customers.
- 2.2 The Education Institute shall create awareness of the loans being facilitated through Company's lending platform, and shall promote and market the loans, including in the following manner:
 - (a) facilitate posting of banners and disbursement of brochures, leaflets or flyers of Company, within the premises of the Education Institute with the prior permission of the Education Institute;

- (b) organise interactive sessions, as sought by the Company, between the Customers and the representatives of the Company within the premises of the Education Institute as scheduled by the Education Institute;
 - (c) allow the Company to hold campaigns and install stalls within the premises of the Education Institute to promote the Loans on its lending platform with the prior permission of the Education Institute;
 - (d) Facilitate and cooperate in the promotion and implementation of the Loan programs at the Education Institute.
 - (e) Allow the Company to reach the Customers on behalf of the Education Institute regarding Education Fee Payment.
- 2.3 The Education Institute shall forthwith intimate Company in the event of any change in the contact details of any Customers immediately, to the extent available with the Education Institute, or in the event of any action or omission that affects or would affect the status or relationship of any Customer with the Education Institute. Further, any contact information, such as contact number, email ID and address of the customer, that may be sought by the Company to enable due follow-up with the Customers shall also be provided by the Education Institute during the pendency of the Loan, to the extent of available contact information with the Education Institute
- 2.4 In the event the Education Institute intends to refund of any fees or other amounts from the Education Institute to a Customer during the tenure of the Loan agreement between the Customer and the Lender, then the Education Institute shall ensure that it transfers such fees or other amounts as may be due, to the Company 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 Education Institute
- 2.5 In the event of any student dropping out or withdrawing the admission at the Education Institute, the Education Institute shall refund the fees as per the Education Institute policy and Illustration is provided in Annexure A.

3. OBLIGATIONS OF THE COMPANY

- 3.1 Company shall ensure the following:
- (a) provide access to its lending platform to the Customers;
 - (b) Bring in fee finance offering to the parents/students from multiple of its lending partners in an attempt to increase customer loan approvals
 - (c) ensure an effective functioning of its lending platform;
 - (d) appoint necessary personnel to control and co-ordinate the activities with the Education Institute and the Lender and the Customers;

- (e) disseminate necessary documents and information to the Customers relating to Loans being facilitated through its lending platform, as well as any modifications on the terms and conditions relating to the Loans;
- (f) facilitate Loan approval processes and Loan documentation with the Customers;
- (g) ensure collection and on time repayment from the Customers and assist the Lender by constant follow up with defaulting Customers to recover all amounts due from them as per the Loan agreement;
- (h) cooperate with the Education Institute in providing necessary documents and information as may be sought by the Education Institute from time to time; and
- (i) Address the concerns and grievances of the Education Institute, if any, relating to the functioning of its lending platform within mutually agreeable timelines.

4. OTHER ROLES AND OBLIGATIONS OF THE PARTIES

- 4.1 **Leads:** The Education Institute shall ensure that all interested leads from the students of the Education Institute relating to Loans are being offered on Company's lending platform are necessarily directed to the Company and are routed through the Company.
- 4.2 **Costs, Fees and Repayments:** The said fees and product structure for the Customer is given in Annexure D
- 4.3 Company through its Lending partner shall directly, or through its Lending Partner Company transfer the Loans sanctioned to the Customers directly to the Education Institute in such instalments and at such intervals as may be agreed between the Parties, and as recorded in the Loan agreements executed with the Customers. The Education Institute acknowledges that the disbursal of the Loans to the Education Institute shall be subject to satisfactory compliance of all conditions that may be specified in the Loan agreements executed with the Customers.
- 4.4 The Company shall offer fee finance products to the Customers from multiple lending partners for the purpose of increasing the Customer loan approvals.

5. DISCOUNT WITH RESPECT TO THE LOANS

The Education Institute shall pay to Lender, a discount of the fees amount of every Loan sanctioned by the Company during an academic year (the "**Discount Amount**") the details whereof have been set out in **Annexure A** below. The exact Discount Amount shall be determined by the tenure of the Loan offered and shall be directly be deducted by the Lending partner on behalf of the Company from the amount to be disbursed to the Education Institute.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Each Party shall be the sole and exclusive owner of the intellectual property, brand name, logos, software, content, information and materials lawfully owned by the Party or its affiliates. Company shall be the sole and exclusive owner of all the rights and interests relating to ownership and use of its lending platform.
- 6.2 The Company shall have a limited rights and entitlement to use the brand names and logos of the Education Institute and Lender for advertising, marketing and business development purposes in connection with its lending platform with prior intimation to the Education Institute.
- 6.3 Company shall have a right to possess and use all data and information derived or procured as a result of this Agreement subject to applicable laws. Lender shall have a right to use such data and information in connection with its Loans under this Agreement subject to applicable laws.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 Each of the Parties represents and warrants that:
- (a) it has full power and authority to execute, deliver and perform its obligations under this MOU, and all necessary approvals and other action has been taken to authorise such execution, delivery and performance;
 - (b) This Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms; and
 - (c) the execution, delivery and performance of its obligations under this Agreement does not and will not: (i) contravene any laws, regulation or order of any government or other official body or agency or any judgment or decree of any court having jurisdiction over it; or (ii) conflict with or result in any breach or default under any agreement, instrument, regulation, licence or authorisation binding upon it or any of its assets.
- 7.2 The Education Institute acknowledges that Company is not making any representations or providing warranties with respect to the loans being facilitated/ provided to the students of the Education Institute, and further acknowledges that the providing of loans is the discretion of the lenders and will be based on satisfaction of the eligibility criteria by the participating students of the Education Institute, as determined by Lender on Company's lending platform.

8. TERM AND TERMINATION

- 8.1 This Agreement shall remain in force for a valid period of 36 (Thirty-Six) months from the Effective Date unless terminated earlier by the Parties ("**Term**").
- 8.2 Either of the Parties may terminate this Agreement by giving the other Party a prior written notice of termination of 30 days.

- 8.3 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.
- 8.4 Notwithstanding any termination or expiration of this MOU, the rights and obligations under clauses 'Confidentiality', 'Intellectual Property Rights', 'Representations and Warranties', 'Term and Termination' and 'Governing Law' shall survive the termination of this MOU.
- 8.5 Notwithstanding anything contained herein, the termination of this Agreement, however caused, shall not affect the rights or liabilities of either Party accrued up to the date of termination. Specifically, the Education Institute shall continue to perform its obligations with respect to loans already disbursed to the borrowing students of the Education Institute, and shall continue to perform its obligations until full repayment of all loans transactions disbursed to the borrowing students of the Education Institute herein as well as cooperating and undertaking all actions required in connection with repayment of the loans.

9. CONFIDENTIALITY

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. The term "**Confidential Information**" as used in this Agreement means (i) the existence of this Agreement, the transaction contemplated hereunder and the terms and conditions agreed between the Parties under this Agreement; (ii) any information concerning the organization, business, Intellectual Property Rights, finance, transactions or affairs of any Party to this Agreement or any of their respective representatives (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the Effective Date); (iii) any information whatsoever concerning or relating to (1) any dispute or claim arising out of or in connection with this Agreement; or (2) the resolution of such claim or dispute; and (iv) any information or materials prepared by or for a Party or its representatives that contain or otherwise reflect, or are generated from, Confidential Information. Notwithstanding the foregoing, the obligation of confidentiality shall not apply to any disclosure of information that is in or enters the public domain other than by reason of a breach. 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.

For the sake of clarity, students / parents information being given by the Education Institute to Company / Lending Partner shall be treated as confidential be governed by the terms of this Agreement.

10. GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1 This agreement shall be governed by, subject to and construed in accordance with the laws of India and the courts of Mumbai shall have exclusive jurisdiction for all matters arising from this Agreement.
- 10.2 In the event a dispute or difference arises in connection with the interpretation or implementation of this Agreement, the Parties to the dispute shall attempt in the first instance to amicably resolve such dispute through mutual consultations. If the dispute is not resolved within 30 (thirty) days from the date of commencement of discussions or such longer period as the Parties agree in writing, then a Party may refer the dispute to arbitration.
- 10.3 The Parties shall submit all disputes and differences howsoever arising out of or in connection with this Agreement to arbitration by 1 (one) arbitrator mutually appointed by the Parties hereto failing which, the arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996 and all matters in the arbitration shall be governed by the Arbitration and Conciliation Act, 1996.
- 10.4 The place of arbitration shall be Mumbai, India and the language to be used in the arbitration proceedings shall be English. The award of the arbitration proceedings will be final and binding on both Parties to the Agreement.

11. NOTICES

- 11.1 Unless otherwise provided herein, all notices, requests, demands, claims and other communications to be undertaken by a Party under the terms of this Agreement shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be sent by: (i) electronic mail, (ii) reputed courier service, with confirmation of receipt, or (iv) registered or speed post, with acknowledgement due, in each case addressed to the intended recipient as set forth below:

If to the Education Institute

Name of the Institute: Vilasrao Deshmukh Foundation Group Of Institution, VDF School Of Engineering & Technology

Address: LATUR

Kind Attention: Dr. Mohan Buke (Title: Principal)

Email: mohan.buke@vdf.in

Ph. No.: 9423078955

If to the Company

Name : GAJJU TECHNOLOGIES PRIVATE LIMITED

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

Page 7 of 16

Kind Attention: SUNIT GAJBHIYE
Email: sunit@financepeer.co

- 11.2 All notices, requests and other communications given by a Party in accordance with the aforementioned Clause shall be deemed to have been duly received by the other Parties: (i) upon confirmation of delivery if transmitted by electronic mail or on the next business day if no read receipt has been requested, (ii) on the 5th day, if transmitted by reputed courier service, and (iii) upon receipt after dispatch by registered or speed post, with acknowledge due. Any Party may change its communication address or email address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party hereto notice in the manner herein set forth.

12. BINDING EFFECT

This Agreement is a legal and valid obligation binding upon the Parties and enforceable in accordance with its terms, except as such enforcement may be limited by Applicable Law and subject to general equity principles and to limitations on availability of equitable relief, including specific performance. The execution, delivery and performance of this Agreement by the Parties does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound.

13. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understanding between the Parties with the subject matter here in and supersedes all prior memorandum of understandings (MoUs), agreements and understandings and writings of any kind, written oral, express or implied, with respect to the subject matter hereof.

There would be two original copies of the agreement, one for each party.

14. FURTHER ACTIONS

The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.

15. FORCE MAJEURE

Neither Party will be liable for any default or delay in the performance of its obligations (other than payment obligations) under this Agreement if such default or delay is caused, directly or indirectly, by a Force Majeure Event. A Party whose performance is prevented, restricted, or interfered with by reason of a Force Majeure Event condition shall be excused from such performance to the extent of such Force Majeure Event condition so long as such Party provides the other Party with prompt written notice describing the Force Majeure Event condition and takes all reasonable steps to avoid

or remove such causes of non-performance and immediately continues performance whenever and to the extent such causes are removed. For the purpose of this Agreement, "**Force Majeure Event**" means and includes (i) any act of God including but not be limited to fire, flood, earthquake, explosion and any other natural calamity or casualty; (ii) a lockout, strike, labour disputes, epidemic, accident, breakdown of equipment, technical failure, malfunction of equipment or transmission difficulties, (iii) any emergency or any restraining act of Parliament or of any other legally constituted public authority, a riot, public unrest, civil disturbance, embargo, or any cause or event arising out of or attributable to war, or act of terrorism; (iv) any other cause or event which cannot be foreseen by persons of ordinary prudence, or are otherwise outside the control of the Parties.

16. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future Applicable Laws, and if the rights or obligations under this Agreement of the Parties shall not be materially and adversely affected thereby, (a) such provision shall be fully severable; (b) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and, (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from. Without prejudice to the foregoing, the Parties hereto shall mutually agree to provide a legal, valid and enforceable provision as similar in terms and effect to such illegal, invalid or unenforceable provision as may be possible.

17. COUNTERPARTS

This Agreement may be executed in counterparts, each of which taken together shall constitute one and the same instrument and be an original. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the document in person.

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

Signed for and on behalf of **Education Institute** by:

Name: Dr. Mohan Buke

Page 9 of 16

Title: Principal

Signed for and on behalf of **Company** by:

Name: Sunit Gajbhiye

Title: Director

Annexure A
Product Offering and Commercials

1) - Commercial Terms with regards to Interest rate borne by Customer

Sr.	Interest rate borne by Customer	Maximum Loan Tenure	Number of Tranches
1	6.00% of Loan Amount	6 Months	1
2	7.45% of Loan Amount	8 Months	1
3	8.60% of Loan Amount	10 Months	1

2) **Formal Drop-Out / Withdrawal of Admission:** In the event of any student dropping out or withdrawing the admission at the Education Institute, the Education Institute shall refund fee to the Company as per Education Institute's policy.

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

Signed for and on behalf of **Education Institute** by:

Name: Dr. Mohan Buke

Title: Principal

Signed for and on behalf of **Company** by:

Name: Sunit Gajbhiye

Title: Director

Annexure B

Education Institute Bank Account Details (along with a copy cancelled Cheque attached)

Bank Name IDBI BANK
Account Name M/S VDF SCHOOL OF ENGINEERING AND TECHNOLOGY
Account Number 497104000035121
IFSC IBKL0000497

Company Bank Account Details

Account Name: GAJJU TECHNOLOGIES PRIVATE LIMITED
Account Number: 919020083244509
IFSC: UTIB0000233

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

Signed for and on behalf of **Education Institute** by:

Name: Dr. Mohan Buke
Title: Principal

Signed for and on behalf of **Company** by:

Name: Sunit Gajbhiye
Title: Director

Annexure C

Student Information required from the Education Institute only for the interested Customer

Below information of the Customer is required from the Education Institute who are interested in availing the facility. The information can be taken directly from the Customer or can be extracted from the Education Institute database too with written request to the Education Institute

1. KYC details such as Aadhaar Card and Pan Card of Parents and students, if available
2. Any previous payment history of the parent/student, if available
3. Admission Proof of the student (admission receipt or Admission Number, ID etc.) and total fee due.
4. Key Student gathering dates - Key Annual Function, Sports Day and other Event Dates
5. Key Mediums of communication with Parent/Student
6. Open day dates

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

Signed for and on behalf of **Education Institute** by:

Name: Dr. Mohan Buke

Title: Principal

Signed for and on behalf of **Company** by:

Name: Sunit Gajbhiye

Title: Director

Annexure D

Fees and Product Structure for the Customer

Fee/Loan Amount: 100% of fees can be taken as loan by the Customer. This facility includes all types of payment due to the Education Institute such as Admission fee, Registration fee, Tuition fee, Annual fee, Transport fee, books, uniforms, etc.

Tenure: Customer can choose to pay the loan in 6,8 or 10 monthly instalments

Processing fee: Zero processing fees.

Interest:

Sr.	Interest rate borne by Customer	Maximum Loan Tenure	Number of Tranches
1	6.00% of Loan Amount	6 Months	1
2	7.45% of Loan Amount	8 Months	1
3	8.60% of Loan Amount	10 Months	1

Illustration – When the Customer decide to take loan to pay

Assuming a Fees of Rs 1,00,000/- and a Tenure of 10 Months. Below will be the Customer EMI schedule

Interest rate of 8.60% from Customer.

Sr.No	Day #	~EMI#
1	Day 0	Rs 10,860
2	Day 30	Rs 10,860
3	Day 60	Rs 10,860
4	Day 90	Rs 10,860
5	Day 120	Rs 10,860
6	Day 150	Rs 10,860
7	Day 180	Rs 10,860
8	Day 210	Rs 10,860
9	Day 240	Rs 10,860
10	Day 270	Rs 10,860

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

Signed for and on behalf of **Education Institute** by:

Name: Dr. Mohan Buke

Title: Principal

Signed for and on behalf of **Company** by:

Name: Sunit Gajbhiye

Title: Director

Annexure E

List of education institutions under the trust/society/company are:

Name of the Education Institution and location

1. **VILASRAO DESHMUKH FOUNDATION GROUP OF INSTUTION, VDF SCHOOL OF ENGINEERING & TECHNOLOGY
LATUR**

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

Signed for and on behalf of **Company** by:

Name: Dr. Mohan Buke

Title: Principal

Signed for and on behalf of **Company** by:

Name: Sunit Gajbhiye

Title: Director