

Loan Application

Application Number A221104541



Institute Name	Course or Product Name	Course or Product Fee	Loan Amount
Functionup	Backend Development - 36 Months / 0 Adv EMI - No PF - ISA	295000	295000

Borrower Details

Full Name	Applicant Profession	Gender	Date Of Birth
Shrikant Kishor Ajmire	SALARIED	Male	23-12-1998

Email ID	Mobile Number	Aadhar Number	PAN Number
shrikantajmire1298@gmail.com	8623087232	XXXXXXXXXXXX7305	dngpa8196h

Company Name	Annual Salary	PIN Code	City
Functionup	400000	442001	Wardha

Address	State	Country
satoda road balkrishna nagar near dhawale layout wardha wardha	Maharashtra	India

Landmark

UNDERTAKING

1) I/We declare that all the particulars, supporting documents and information provided in this Loan Application Form are true, correct, completed and up to date in all respect as per our best knowledge and I/We have not withheld or misrepresented any information mentioned herein. I/We hereby undertake to indemnify Eduvanz for any loss of data in any electronic format any losses or damages that may arise on account on any material misstatement, mis-representation or gross negligence in providing the particulars, supporting documents and information therein; 2) I/We have read the Loan Application Form and are aware of all the terms and conditions of availing finance from Eduvanz and confirm having received comprehensive and detailed information regarding Eduvanz's Loan scheme & fees, charges, costs etc., payable by us in relation thereto and I/we have understood and agree to abide by the same. I/We are also aware that fees paid by us are non-refundable. Fees will not be refunded in case of rejections/withdrawals of Loan application; 3) I/We authorize Eduvanz, its associate companies, agents, agencies, partners institutions, credit reporting agencies and any other entities to share information and authorize to verify any information such as enrolment verification, residence verification employment verification, telephone verification, CIBIL or Credit repayment history check, document verification, reference checks etc. I/We unconditionally agree and accept that such data which is so provide and inconsistent with, may be construed as fraud/cheating/forgery/manipulation/fabrication of documents against Eduvanz, and agree that Eduvanz shall have every right for reporting such Fraud to RBI and/or any other entities/authorities and shall have liberty for not processing your Loan application/rejecting the loan application and also taking the necessary action as suggested by the RBI/or any other entities/authorities; 4) I/We authorize Eduvanz to exchange and/or share all the information relating to our loan details and repayment history information with other Banks, Financial institutions, companies, etc. for any purpose and shall not hold Eduvanz responsible and/or liable in any manner whatsoever, for sharing this information; 5) I/We authorize Eduvanz to follow up regularly for timely payments by the Borrower; 6) I/We authorise Eduvanz to maintain a statement of account in respect of all the dues payable by the Borrower; 7) I/We authorise Eduvanz to regularly follow up over email and phone as required or deemed fit including, without limitation, physical visits to home and office for any outstanding due payable by the Borrower; 8) I/We authorise Eduvanz to, in between verification/physical visits, reach out to employers, family members, relatives or friends for recovery of any outstanding due payable by the Borrower; 9) I/We acknowledge that rate of interest on the applied loan to Eduvanz would be dependent upon market factors, which would be subject to change from time to time, and also include factors such as the students risk profile, quality of collateral provided and other risk verification checks done as per Eduvanz's norms; 10) I/We understand and acknowledge that Eduvanz would not be able to process our Loan application until all information as per the Eduvanz's credit and underwriting norms is provided by us and till all verifications and checks are completed. Further I/We agree and understand to fully co-operate with Eduvanz or its officers or its agents in complying with the same, without demur or protest; 11) I/We understand and acknowledge that Eduvanz shall have absolute discretion to reject our Loan application and that Eduvanz shall not be responsible/ liable in any manner whatsoever to us for such rejection, or any delay in notifying us of such rejection including any costs, losses, damages or expenses or consequences caused by such rejection of our Loan application; 12) I/We declare that I/We have not availed an loan for the further studies of the student from any other bank/financial institution; 13) I/We undertake to inform Eduvanz regarding change in our residence/employment and to provide any further information that Eduvanz may require from time to time; 14) I/We confirm that I/We have had no insolvency proceedings initiated against us nor have I/We never been adjudicated insolvent; 15) I/We hereby undertake and provide my/our consent for sharing my/our details with Central KYC Registry. I/We hereby consent for Eduvanz to receive KYC information from Central KYC Registry or from UIDAI. I/We hereby, authorize Eduvanz, its channel partners, agencies and/or affiliates to communicate with me/us by email, call, SMS, electronic communication using digital media and other channels or via any other means in relation to any of the products, services or information of Eduvanz and/or their partners, agencies and/or affiliates etc. I/We confirm that laws in relation to the unsolicited communication referred in National Do Not Call Registry (the "NDNC Registry") as laid down by Telecom Regulatory Authority of India will not be applicable for such communication/calls/SMS received from Eduvanz, its employees, agents and/or associates; 16) I am not an applicant taxable as a US person under the laws of the United States of America (US) or any state or political subdivision thereof or therein, including the District of Columbia or any other states of the US. Further, I am not an applicant taxable as a tax resident under the laws of the country outside India. I agree to submit a new form within 30 days if any information or certification on this form becomes incorrect.

Borrower Signature

Date: _____

Place: _____

LOAN AGREEMENT

This Loan Agreement ("**Agreement**") is made at Mumbai on this 5th of November 2022 **BY AND BETWEEN Eduvanz Financing Private Limited**, a private limited company incorporated under the Companies Act, 2013, having its registered office at Times Square Building, B/202, Marol, Andheri East, Mumbai, Maharashtra 400059 (hereinafter referred to as "**Eduvanz**" which expression shall be deemed to include its successors, administrators and permitted assigns); **AND** the person referred to in the Loan Summary in **Schedule 1** (hereinafter referred to as The "**Borrower**", which expression shall be deemed to include his/her heirs, representatives, successors, executors, administrators and assigns) shall hereinafter be collectively referred to as the "**Parties**" and individually as a "**Party**".

RECITALS:

- Eduvanz is a non-banking financial company registered under section 45 IA of the Reserve Bank of India Act, 1934 and is engaged in the business of providing loans to aspiring individuals intending to go for skill development or training, up skilling, higher in India or abroad.
- The Borrower has represented to Eduvanz that the Borrower intends to pursue further studies/skill development training by undertaking the Course/device (*as set out in the Loan Summary*) at the Institution (*as set out in the Loan Summary*) as more particularly detailed in the Loan Summary.
- The Borrower has approached Eduvanz for availing of the loan (*as set out in the Loan Summary*) for the purposes of meeting the cost and the expenses incurred by Borrower towards the Course/device, including tuition fees of the Institution and incidental and related expenses ("**Loan**").
- Eduvanz has, at the request of the Borrower and relying upon the representations, warranties, undertakings and covenants contained herein and subject to the mutually agreed terms and conditions appearing hereinafter, agreed to grant the Loan to the Borrower for the purposes more specifically mentioned in Recital C above.

NOW, THEREFORE, THE PARTIES INTEND TO ENTER INTO THIS LEGALLY BINDING AGREEMENT, FOR GOOD AND VALID CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH ARE HEREBY EXPRESSLY ACKNOWLEDGED, AGREE AS FOLLOWS:

- Eduvanz agrees to grant the Loan as mentioned in the Loan Summary amount to the Borrower and the Borrower agree to accept the said Loan on such terms and conditions as stipulated by Eduvanz upon issue of the disbursement request by the Borrower in the form set out in **Schedule 3** to this Agreement. The disbursement of the Loan will be at the sole discretion of Eduvanz and the sanctioning of the Loan as mentioned in the Loan Summary does not confer any right on the part of the Borrower. Eduvanz reserves the right to withhold/cancel the entire Loan or part thereof so sanctioned or so disbursed without assigning any reason whatsoever. The decision of Eduvanz shall be final and will be binding on the Borrower.
- Interest on the Loan ("**Interest**") shall accrue on and from the effective date of disbursement and shall be charged at the applicable rate of interest as set out in the Loan Summary ("**Applicable Rate of Interest**"). It being clarified that the Interest charged by Eduvanz shall be on a reducing basis the details whereof shall be set out in the Repayment Schedule which will be shared with the Borrower in the 'Welcome Letter/Welcome Kit' provided by Eduvanz to the Borrower ("**Repayment Schedule**").
- The Borrower shall pay, if applicable, broken period interest at the interest rate indicated in the loan summary, on the loan from the date of disbursement of the loan to the date immediately prior to the date of commencement of EMI ("**Pre-EMI**").
- The Borrower shall pay such amounts as "**Monthly Installments**" to Eduvanz on such dates as detailed in the Repayment Schedule.
- During the term of this Agreement, Eduvanz shall have the right, at its sole discretion, at any time and from time to time, to vary or modify any of the terms of the Loan including but not limited to the Applicable Rate of Interest and the Monthly Installments.
- Eduvanz shall disburse the Loan to the Institution in single or multiple tranches as may be decided by Eduvanz with reference to the disbursement requests issued by the Borrower on the Eduvanz mobile application or the website and the need of the Borrower and the decision of Eduvanz in this regard shall be final and binding on the Borrower the details whereof shall be set out in the Loan Summary. It being clarified that Eduvanz may, at its sole discretion, transfer the Loan amount to the bank account of Borrower in the event of any exceptional circumstances as may be determined by Eduvanz.
- All disbursements made by Eduvanz shall be made by cheque, demand draft, by electronic transfer or pay order duly crossed and marked "**Account Payee Only**" only and the collection charges, if any, in respect of all such instruments or authorizations shall be solely to the account of the Borrower. Further, Eduvanz may have a subvention arrangement with the Institution pursuant to which Eduvanz shall be entitled to subvention benefits on the Course/device fees disbursed by Eduvanz.
- During and upon the expiry of the Tenure, until the Loan (*including the principal amount, Interest, Pre-EMI (if applicable) and other applicable charges thereon*) is repaid in full to the sole satisfaction of Eduvanz, the obligation of the Borrower to repay the Loan (*including the principal amount, Interest, Pre-EMI (if applicable) and other charges applicable thereon*) is absolute and irrevocable. It being clarified that even if the Borrower is not able to secure a job post completion of the Course for which the Loan has been availed by the Borrower or if the Institution does not fulfil its obligation(s) towards the Borrower during the Course or Product and/or post completion of the Course, the Borrower shall be liable to repay the Loan to Eduvanz as per the terms of this Agreement.
- The Borrower shall be entitled to prepay the entire Loan and Interest outstanding thereon only after the expiry of a period of 3 (three) months from the effective date of disbursement on the terms and conditions may be decided by Eduvanz.
- The Borrower represent and warrant to Eduvanz that the Borrower are competent and permitted under the under law to enter into this Agreement.
- The Borrower covenants that the Loan along with Interest, Pre-EMI (if applicable) and other charges thereon and dues as applicable under this Agreement shall be secured by such issuing a) a promissory note; and b) post-dated cheques; or c) NACH mandate, the details whereof shall be set out in the Loan Summary or d) device financed by Eduvanz (only if applicable) ("**Security**").
- Failure by Borrower to pay or reimburse any sum, due and payable to Eduvanz under the provisions of this Agreement and breach of the terms and conditions of this Agreement shall be an event of default under this Agreement.
- Any other specific condition, event circumstance, happening or cause, etc. which is construed by Eduvanz as material to construe or deem as an event of default shall also qualify as an event of default under this Agreement.
- At any time after the occurrence of an event of default as mentioned aforesaid in Clause 11, then, notwithstanding anything to the contrary contained herein: a) Eduvanz shall be entitled, at its absolute discretion, to withhold and refrain from making further disbursements under the Loan and/or to declare the outstanding Loan and all interest accrued thereon and all costs, charges, expenses and other sums outstanding, due and payable by the Borrower under this Agreement as well as under any other agreement executed by the Borrower with Eduvanz in relation to the Loan as immediately due and payable to Eduvanz, upon which the Borrower shall immediately and without delay, demur or protest to make payment of all applicable amounts in accordance with the terms of the notice as shall have been issued to the Borrower by Eduvanz demanding such payment; **and/or** b) Eduvanz shall be entitled to exercise any right, power or remedy permitted to it by applicable law, including though not restricted to, by arbitration, in equity, or by action at law, or both, or otherwise, whether for specific performance of any covenant, condition or term contained in this Agreement or for an injunction against any violation of any of the terms and conditions of this Agreement, or in aid of the exercise of any power or right granted in this Agreement; **and/or** c) Eduvanz shall be entitled to exercise forthwith all or any rights, powers or remedies with respect to the Security created in its favour over the Security without any restriction whatsoever. Further, Eduvanz shall be entitled to make public names of the Borrower and disclose all or any information and data relating to the Borrower to the Credit Information Bureau (India) Limited ("**CIBIL**") and/ or any other agencies authorized by the RBI in this regard. Eduvanz may, at its sole discretion, report the default by the Borrower to the appropriate entity, either in India or overseas as applicable, for further action. and/or d) the Borrower undertakes to forthwith surrender to EDUVANZ or its representatives the device financed by EDUVANZ and EDUVANZ, on behalf of Borrower, shall, without prejudice to any other right or remedy which it may have in law, be entitled to dispose off the same and adjust the proceeds against the Borrower's outstanding. If, after sale of the device, there is any deficit, the same shall be made good to EDUVANZ by the Borrower.
- This Agreement shall be subject to, governed by, and construed in accordance with the applicable law of the Republic of India. The Parties hereby agree that the courts of competent jurisdiction at such place as have been stated in the Loan Summary will have jurisdiction with regards to settling the disputes, differences, claims and question, whatsoever arising between the Parties out of this Agreement.
- Arbitration:** All disputes, differences, claims and question, whatsoever arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder shall be referred to the arbitration of Sole Arbitrator to be named and / or appointed by Eduvanz and the decision (interim award / award) of the Arbitrator shall be final and binding upon the parties hereto. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof or any statute enacted for replacement thereof. The venue of such arbitration shall be a place within the territory of India and shall be a place that Eduvanz may deem convenient for the purposes of administering the dispute in relation to this Agreement, and the Borrower hereby agrees to abide by the choice of Eduvanz in relation to the place of arbitration. The language of the arbitration shall be in English. Alternatively, and without prejudice to the rights and remedies of Eduvanz mentioned herein, Eduvanz shall have sole discretion and/or have exclusive rights to invoke any other appropriate remedy/ies including but not limited to Summary Suit under any other applicable provisions of Applicable Law against the Borrowers for any events of default and/or terms, conditions, covenants and undertakings mentioned in this Agreement by the Borrowers.
- The Borrower expressly recognize and accept that the Borrower shall not assign any of their rights, duties or obligations under this Agreement except with prior written consent of Eduvanz and Eduvanz may at its sole discretion reject or accept such request by the Borrower. Eduvanz shall be absolutely entitled to, and has full power and authority to sell, assign or otherwise transfer in any manner whatsoever, in whole or in part, and in such manner and on such terms as Eduvanz may decide (including if deemed appropriate by Eduvanz reserving a right to Eduvanz to retain its power to proceed against the Borrower on behalf of the purchaser, assignee or transferee) any or any/all amounts outstanding and due from the Borrower towards Eduvanz under the terms of this Agreement to any third party of Eduvanz's choice without any further reference or intimation or notice to the Borrower, and without requiring/seeking any consent of the Borrower. Any such action and any such sale, assignment or transfer shall bind the Borrower to accept such third party as creditor exclusively or as a joint creditor with Eduvanz or any other person, as the case may be. The Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Delivery of executed signature pages by facsimile or electronic transmission (*via scanned PDF*) shall constitute effective and binding execution and delivery of this Agreement.
- Miscellaneous:** a) The Borrowers hereby expressly gives its consents to Eduvanz, to receive information from Eduvanz, its Affiliates, or any other service provider regarding dues, marketing schemes, various financial, value added and insurance products, etc. in any one or more of the following methods: [A] Telephone even if Borrower's name appears in Do Not Call Register.; [B] E-mail [C] SMS; [D] Whatsapp; [E] other communication channels under applicable laws.
b) The Borrower(s) hereby expressly (i) consents to the recording of telephone conversations with the relevant personnel of Eduvanz in connection with this Agreement or any potential transaction, (ii) agrees to give necessary notice to Eduvanz should it wish to limit the usage of such recording, without prejudice to Eduvanz's interest and rights in respect of such recordings and (iii) agrees, to the extent permitted by applicable law, that recordings may be submitted in evidence in any proceedings.
c) The Borrower acknowledges that all details in this Agreement has been read and understood by him. The Borrower also acknowledge that this document has been explained to the Borrower in the language understood by the Borrower and the Borrower has understood the entire meaning of the terms and conditions mentioned in this Agreement.



SIGNED AND DELIVERED by, Eduvanz Financing Private Limited SIGNED AND DELIVERED by, Borrower

Schedule 1

Loan Summary

Sr.No	Details	
	Application Id	A221104541
	Loan Id	L221104193
Personal Details of Borrower		
1.	Name of the Borrower	Shrikant Kishor Ajmire
2.	ID of the Borrower	AADHAR-XXXXXXXXXX7305
3.	Address of Borrower	satoda road balkrishna nagar near dhawale layout wardha wardha, Wardha, Maharashtra
Particulars of Course/Skill/Training/device		
4.	Name of Course/training/device	Backend Development - 36 Months / 0 Adv EMI - No PF - ISA
5.	Loan Amount	295000
6.	Name of the Institution/Dealer	Functionup
Loan Details		
7.	Loan Amount	295000
8.	First Tranche Disbursement Date	--
9.	Rate of Interest*	0
10.	Pre-EMI*** (If applicable)	
11.	Gross Tenure in Months(Including down payment, if applicable)	36
12.	No. of Advance EMIs.	
13.	Advance EMI Amount	0
14.	Down payment Amount (If applicable)	0
15.	Net Tenure	36
16.	Due Date of Commencement of Advance EMI	0
Repayment Terms		
17.	Date of Subsequent EMI's	5
18.	Amount of EMI**	8195
19.	Moratorium Period	0
20.	Repayment Period	0
21.	Total Loan Period (Moratorium Period + Repayment Period)	0
22.	EMI Payment during Moratorium Period	-
23.	EMI Payment during Repayment Period	0
24.	Total Amount to be repaid	0

*The rate of interest shall be calculated on a reducing basis (as a result of which the effective rate of Interest may vary within the range of 15% to 45%) and equivalent flat rate of which shall be set out in the Repayment Schedule which will be shared with the Borrower in the 'Welcome Letter/Welcome Kit'.

** The amount of EMI/Monthly Instalment payable by the Borrower shall be calculated and paid on the Loan Amount set out in the Loan Summary. In this regard, please note that Eduvanz may have a subvention arrangement with the Institution pursuant to which Eduvanz shall be entitled to subvention benefits in the range of 15% to 45%.***The interest shall be calculated on the loan from date of disbursement of the loan to the date immediately prior to the date of commencement of EMI

Schedule 2

Charges /Terms and Conditions

Fee/Charges	Description
Processing fees	As agreed between Eduvanz and the Institute/dealer/Student
Insurance Charges	INR [.]
Installment dishonor Charges	INR 450 plus applicable tax
Collection follow up charges for follow	INR 1000 plus applicable tax
Pre-Payment Charges	2% of Outstanding Balance
Repayment Mode swap charges	INR 500 plus applicable tax per swapping
Late payment interest/Delay/OVerdue interest charges	3% per month on delay / non-payment of installment
Pre-Payment statement charges	INR 500 plus applicable tax
Additional Interest in case of default	The Lender also reserves the right to call back the entire facility amount in case of event of default
Any other charge	As per Actual

*All payments to be made by the Borrower to Eduvanz shall be made free and clear of and without any deduction for or on account of any taxes and duties and any other charges or levies as may be levied by any governmental authority from time to time. If the Borrower are required to make such deduction/withholding as prescribed under any applicable law, then in such case, the sum payable to Eduvanz shall be increased to the extent necessary to ensure that, after making such deduction/withholding, Eduvanz receives and retains (without any liability and obligation for such deduction and payment thereof) a sum equal to the sum which it would have received had such deduction not been made or required to be made.

Loan Cancellation

1. In case if Eduvanz receives loan cancellation request from the Borrower , Eduvanz shall cancel the loan of Borrower as per the Loan Cancellation Policy of the Institute.
2. It is agreed between both the parties that Borrower shall be solely responsible to ensure that refund is to be credited towards his/her loan account of Eduvanz as per the Loan Cancellation Policy of the Institute.

Schedule 3

EDUVANZ DISBURSEMENT REQUEST FORM

To,
Eduvanz Financing Private Limited
Times Square Building, B/202, Marol, Andheri East, Mumbai,
Maharashtra 400059

Ref: **A221104541**

Sub: Request for Disbursement of my Loan

Dear Sir,

I/We have been sanctioned a Loan of INR **295000** by Eduvanz for
pursuing/purchasing the **Backend Development - 36 Months / 0 Adv EMI - No PF - ISA** (Course/device Name) at

Functionup (Institution / College Name / Dealer Name).

I/We request you to kindly disburse the amount of Indian Rupees **295000** (in figures)
INR **two hundred ninety-five thousand** (in words)

I /We request you to kindly transfer the amount to the following

Institute/dealer's account:

Account Number: **000705051373**

Branch: **ICICI BANK**

IFSC Code: **ICIC00000007**

I/We also request you to kindly deduct my EMI/Pre-EMI (if applicable)/Monthly Instalment on the **5th** day of every month
commencing from ____/____/20____

Yours faithfully,

Signature

(Borrower)

Date:

Place: