



Ref. No.: JLSF20241218233358 Date: 2024/12/21 19:13:18

Loan Sanction Details

To.

Vinod Kumar Patel

Dear Sir/Ma'am,

Thank you for your loan application no. JLSF20241218233358 dated 2024/12/21 19:13:18. We, Vivriti Capital Limited (formerly known as Vivriti Capital Private Limited) ("Lender") are pleased to inform you that based on your loan application, we have agreed to sanction you the Loan facilities subject to its terms and conditions. The details of sanction are mentioned below, which shall form part of the Loan Agreement ("Agreement") and/or terms and conditions prescribed by the Lender:-

Key Fact Statement Part 1 (Interest rate and fees/charges)

Lender	Vivriti Capital
Lending Service Provider ("LSP")	Jodo
Institute	BITS Pilani (Coursera) - Jodo Cred

Sr. No.	Particulars	Details		
1	Loan proposal/account No and Type	Loan proposal/account No		
		Loan Type Educational		

GST - 27AAFCV9757P1Z7 (Mumbai)

Regd. Office:

Mumbai Office:



II	Sanctioned Loan amount(in Rupees)			52,167.00						
III	Disbursal schedule (i) Disbursement in stages or 100% upfront. (ii) If it is stage wise, mention the clause of loan agreement having relevant details				100% upfront.					
IV	Loan term (ye	ear/months/day	/s)		(6 month	S			
				Type of instalments Monthly						
	V Instalment details			Number of EPIs			6			
V				EPI (₹)			Rs. 9060.17			
				Commencement of repayment, post sanction			Feb. 8, 2025			
VI	Interest rate (%) and type (fixed or floating or hybrid)			ting or	:	20.81% F	ixed.			
VII	Additional Ir	nformation in	case of Flo	ating ra	te	of inter	est (No	t Appl	icable)	
	Reference Benchmark			-		dicity onths)	benc		nge in the reference or 25 bps change in	
		(S)	(S)		В	S	EPI (₹)	No. of EPIs	
	NA	NA	NA	NA	NA		NA	NA		NA

¹ Fixed reset, other than on account of changes in credit profile

contact@vivriticapital.com



² Please refer circular <u>'Reset of Floating Interest Rate on Equated Monthly Instalments (EMI) based Personal Loans'</u> dated August 18, 2023.

VIII	Fee/ Charges ³						
		Payable to the RE (A)			Payable to a third party through RE (B)		
		One-time/ Recurring	Amount (in ₹) or Percentage (%) a applicable ⁴		Onetime/Recurring	Amount (in ₹) or Percentage (%) as applicable ⁵	
	Processing fees	Rs. 0	Rs. 0		Rs. 0	Rs. 0	
	Insurance charges	Rs. 0	Rs. 0		Rs. 0	Rs. 0	
	Valuation fees	Rs. 0	Rs. 0		Rs. 0	Rs. 0	
	Any other (please specify)	Rs. 0	Rs. 0		Rs. 0	Rs. 0	
IX	Annual Percent	age Rate (APR)	6	20.81%			
х	Details of Cont	tingent Charg	es (in ₹ or %, as a	ipplicable)			
i	Penal charges, i payment	f any, in case o	of delayed	Up to 2%	of EMI Amount		
ii	Other penal charges, if any			Rs. 0			
iii	Foreclosure charges, if applicable			Rs. 0			
iv	Charges for switching of loans from floating to fixed rate and vice versa			Rs. 0			
V	Any other charg	ges (please spe	ecify)	Rs. 0			

 $^{^{\}rm I}$ REs may disclose the amount net of any taxes such as GST

(formerly known as VIVRITI CAPITAL PRIVATE LIMITED) CIN - U65929TN2017PLC117196 GST – 33AAFCV9757P1ZE (Chennai) GST - 27AAFCV9757P1Z7 (Mumbai)

Prestige Zackria Metropolitan, 2nd Floor, Block 1, No-200/1-8, Anna Salai, Chennai-600002

Contact: +91-44-4007 4800 contact@vivriticapital.com

Mumbai Office:

Vibgyor Towers, Unit No.502, 5th Floor, Block G, Bandra Kurla Complex, Mumbai-400051 Contact: +91-22-6826 6800



 $^{^{4}}$ Mention frequency, where recurring

⁵ Mention frequency, where recurring

⁶ Please refer to the illustration in <u>Annex B</u>

Repayment Schedule

	Repayment beneate				
Serial No	Date	Outstanding Principal	Principal	Interest	EMI Amount
1	January 08, 2025	43106.83	9060.17	0.0	9060.17
2	February 08, 2025	34759.4	8347.43	712.74	9060.17
3	March 08, 2025	26254.14	8505.26	554.91	9060.17
4	April 08, 2025	17658.01	8596.14	464.03	9060.17
5	May 08, 2025	8899.87	8758.14	302.03	9060.17
6	June 08, 2025	0.0	8899.87	157.3	9057.17

Please note that INR 0 will be collected as a down payment and must be paid by Jan. 8, 2025 to secure the loan offer. Balance amount due will have to be repaid in the form of equated installments. Refer point 4.6 of the Loan Agreement for further details.

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Part 2 (Other qualitative information)

	rare 2 (Other o	ialitative information)				
1.	Clause of Loan agreement relating to engagement of recovery agents	14.9				
2.	Clause of Loan agreement which details grievance redressal mechanism	13.1				
		Grievance Redressal Officer (GRO) – Vivriti Capital				
		Name Ajit K Menon				
		Designation Head and Vice President - Operation	S			
	Phone number and email id of the nodal grievance redressal officer ⁷	Telephone 044 40074800/01				
3.		Email grievanceredressal@vivriticapital.cor	n			
		Grievance Redressal Officer (GRO) – Jodo				
		Name Mr. Najmul Hossain Laskar				
		Designation General Manager				
		Telephone +91- 9900011718				
				Email gro@jodopay.com		
4.	Whether the loan is, or in future maybe, subject to transfer to other REs or securitisation (Yes/ No)	Yes				
	In case of lending under collaborative lending arrangements (e.g., co-lending/outsourcing), following additional details may be furnished:	Name of the originating RE, along with its funding proportion Vivriti Capital (100%)				
5.		Name of the partner RE along with its proportion of funding				
		Blended rate of interest 20.81%				

 $[\]frac{1}{7}$ RE may furnish generic email id, provided a response is made within 1 working day

VIVRITI CAPITAL LIMITED

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Regd. Office:

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6.	Validity of this KFS	3 days from the date of issuance.				
7.	In case of digital loans, the following specific disclosures may be furnished					
i	Cooling off/look-up period, in terms of RE's board approved policy, during which borrower shall not be charged any penalty on prepayment of loan	No Cooling Off Period is provided on account of zero charges upon prepayment				
ii	Details of LSP acting as recovery agent and authorized to approach the borrower	Bharosepe Technology Services Pvt Ltd.				

Mumbai Office:



Computation of APR

S.No.	Parameter	Details
1.	Sanctioned Loan Amount (in Rupees) (Sl No. 2 of the KFS template- Part 1)	52167.0
2.	Loan Term (months) (Sl No.4 of the KFS template- Part 1)	6
а	No. of instalments for payment of principal, in case of non- equated periodic loans	NA
b	Type of EPI Amount of each EPI (in Rupees) and Nos. of EPIs (e.g., no. of EMIs in case of monthly installments) (SI No. 5 of the KFS template- Part 1)	Monthly Rs. 9060.17 6 Months
С	No. of installments for payment of capitalized interest, if any	NA
d	Commencement of repayments, post sanction (Sl No. 5 of the KFS template- Part 1)	Feb. 8, 2025
3	Interest rate type (fixed or floating or hybrid) (Sl No. 6 of the KFS template- Part 1)	Fixed
4	Rate of Interest (SI No. 6 of the KFS template- Part 1)	20.81%
5	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date (in Rupees)	Rs. 2191.02
6	Fee/ Charges payable (in Rupees)	NA
А	Payable to the RE (Sl No. 8A of the KFS template- Part 1)	NA
В	Payable to third- party routed through RE (Sl No. 8B of the KFS template- Part 1)	NA

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7	Net disbursed amount (1-6) (in Rupees)	Rs. 52167.0
8	Total amount to be paid by the borrower (sum of 1 and 5) (in Rupees)	Rs. 54358.02
9	Annual Percentage rate – Effective annualized interest rate (in percentage) ⁸ (SI No. 9 of the KFS template- Part 1)	20.81%
10	Schedule of disbursement as per terms and conditions	100% Upfront
11	Due date of payment of installment and interest	8th day, starting from Jan. 8, 2025

 $^{^{\}rm 8}$ Computed on net disbursed amount using IRR approach and reducing balance method

Regd. Office:

Prestige Zackria Metropolitan, 2nd Floor,



Additional Details of the Loan

	Additional Details of the Loan				
Sr. No.	Particulars	Details			
I	Jodo Application Number/ Loan Account Number	JLSF202412 ²	JLSF20241218233358		
II	Lender	Vivriti Capita Capital Priva		(formerly known as Vivriti d)	
III	Institute's Name	Bits Pilani (C	Coursera)	- Jodo Cred	
IV	Institute(s) Account Details	Account Holder	1	NSTITUTE OF TECHNOLOGY EIENCE PILANI WILPDIVISION	
		Account Number	1 922010019465018		
		IFSC UTIB0001378		01378	
		Name of Borrower		Vinod Kumar Patel	
V	Details of Borrower/Co-Borrower	Email		Patelrishi2856@Gmail.Com	
V	Details of Boffower/Co-Boffower	Phone number		7489896613	
		Alternate contact details, if any		Nil	
VI	Downpayment	0			

Down payment refers to the advance payment made by the borrower to secure the loan, which is within the margin (refer to point 5 of 'Additional Details of the Loan'). This amount is deducted from the principal on day 1, and interest is calculated on the outstanding principal through equated installments (refer to the Repayment Schedule)

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VII	Purpose (Institute/Course Name)	Course Fees		
VIII	Due Date for Repayment	Due date for 1st EMI is on Jan. 8, 2025 and subsequent EMIs will be due on 8th day of every month throughout the loan tenor.		
IX	Break up between Principal and Interest	Please refer to the enclosed Repayment Schedule provided along with this Sanction Letter/ Loan Agreement.		
Х	Rate of Interest (ROI)	20.81% p.a		
XI	Pre-EMI/Broken Period Interest ²	Nil		
XII	Validity Period/Date	30 days from the date of this Sanction, unless extended by the Lender, at its sole discretion.		
XII	Website of the Lender	www.vivriticapital.com		
XIV	Specific Condition	 (1) Borrower(s) shall submit valid and requisite documents and meet credit underwriting norms of the Lender. (2) In case of premature withdrawal from the course/ request for cancellation of drawdown, the Borrower shall submit no objection certificate from the institute and arrange credit for proportionate refund and foreclosure amount of the Loan to the Lender. 		

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Contact: +91-44-4007 4800 contact@vivriticapital.com

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Illustration with respect to SMA/NPA classification, In this regard, the Borrower must note the following illustrations:

- (i) If the Due Date for repayment of an Installment is March 31st and the Borrower fails to pay the relevant Installment amount on such date in full before the closure of the day-end process, the loan account of the Borrower shall be classified and reported as overdue with effect from March 31st. Accordingly, the date of SMA-0 classification for that account shall be 31st March.
- (ii) If the aforesaid Installment amount continues to remain overdue for a period of 30 days from the Due Date, that is, the Borrower fails to pay the relevant Installment amount in full before the closure of the day-end process on the 30th day from the Due Date, the loan account of the Borrower shall be classified and reported as a special mention account-1 ("SMA-1") on April 30th.
- (iii) If the aforesaid Installment amount continues to remain overdue for a period of 60 days from the Due Date, that is, the Borrower fails to pay the relevant Installment amount in full before the closure of the day-end process on the 60th day from the Due Date, the loan account of the Borrower shall be classified and reported as a special mention account-2 ("SMA-2") on May 30th.
- (iv) If the aforesaid Installment amount continues to remain overdue for a period of 90 days from the Due Date, that is, the Borrower fails to pay the relevant Installment amount in full before the closure of the day-end process on the 90th day from the Due Date, the loan account of the Borrower shall be classified and reported as a non-performing asset ("NPA") on June 29th.
- (v) A loan account that has been classified as NPAs by the Lenders may be upgraded as "standard" asset only if entire arrears of Installment are paid by the Borrower to the Lender.
- **(Note** Illustrations provided above are only indicative of the classification and reporting practices that will be followed by the Lender and do not dilute the liability of the Borrower to pay the entire Repayment amounts due and payable by the Borrower to the Lender.

(Note: The Due Date, Interest and repayable amount is subject to change as per the disbursement date of the Loan Amount.)

²1 Pre-Emi/Broken Period Interest: Borrower understands and agrees that in the event the first due date for payment of EMI is after a period of 30 days from the date of disbursement of the Loan amount, the Borrower authorizes the Lender to upfront deduct interest on such additional number of days beyond the 30 day period at the time of disbursement from the Loan amount ("Pre-EMI/Broken Period Interest").

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Specific Instructions for availing the Loan:-

- 1. Disbursement shall be into the account specified by the Institute(s). The Borrower also hereby expressly authorizes the Lender to disburse/route the said disbursement directly to the accounts of the Institute(s) and the Borrower acknowledges that such disbursement to the Institute's account shall be deemed to be disbursement to the Borrower.
- 2. The Loan(s) may be disbursed in 1 (one) or more installments or tranches. Notwithstanding anything mentioned elsewhere, the Loans shall be governed by the said Loan documents.
- 3. The Borrower shall abide by the terms and conditions of the Agreement and other Loan documents in respect of the Loan and undertakes to pay/repay the debts in accordance with the repayment schedule provided by the Lender.
- 4. The Borrower has read and understood the cancellation and refund related terms & conditions/policy (T&C) for the course fees and/or products/services (wherever applicable) as provided or made available by the Institute. Lender is not a party to such Product T&C which are separate/independent to the Loan. The Borrower shall pay the applicable refunds received by him/her/them related to course fees and/or products/services to Lender for adjustment in the loan account if there is any overdue amount subsisting (principal amount). Prima facie the Borrower shall ensure processing such refunds directly to Lender by giving required instructions to the Institute towards any overdue amount subsisting (principal amount). The Lender is not obligated to collect the refunds from the Institute.
- 5. Any change in ROI and/or other charges shall be applicable prospectively and will be effective with the consent of Borrower. In case of dissent, the Loan Facility shall be required to be repaid immediately within 3 (three) business days.
- 6. The sanction is subject to Lender's absolute discretion and may be revoked by the Lender as it may deem fit including in the event any condition/precedents are not complied with.
- 7. The Loan facility shall be governed by the terms and conditions prescribed by the Lender and/or the Agreement, that shall be accepted by the Borrower/s in addition to this Sanction Letter.
- 8. The arrangement/tie-up of the Institute/LSP with the Lender may require drawdown/disbursement of the Loan amount in tranches which otherwise becomes payable upfront in its entirety by the Borrower in absence of such arrangement/tie-ups. As such, for the Borrower the date of first tranche disbursement of the Loan by the Lender shall be deemed to be the date of disbursement of the entire sanctioned Loan amount, since the Loan amounts are kept available for drawdown, irrespective of its utilization.
- 9. Upon prepayment/foreclosure of the Loan, the Borrower shall repay to the Lender, the entire outstanding Amount Due including any Charges (in accordance with the terms of the Agreement) out of the entire Loan amount sanctioned by the Lender to the Borrower, irrespective of tranche remittances of the Loan by the Lender to the Institute.
- 10. This Loan sanction Details/Key Fact Statement shall form an integral part of the Loan Agreement (including its Annexures, schedules referred thereto) and shall be read along with it, wherever the context so requires.

We assure you of our best services at all times.

Warm regards,

For Vivriti Capital Limited



FOR ONLINE ACCEPTANCE

Applied, Accepted, Authenticated, Signed and Delivered by the Borrower(s) through electronic form, by clicking "I ACCEPT button in the online system/ application/website made available for processing loans with Vivriti Capital Limited (formerly known as Vivriti Capital Private Limited) (including through its authorized service providers) as well as entering the one time password (OTP).

SIGNED, SEALED AND DELIVERED BY

Borrower

PLEASE READ THE FOLLOWING LOAN AGREEMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A MANDATORY DISPUTE RESOLUTION CLAUSE. IN CASE YOU ACCEDE TO THE TERMS THROUGH AN ELECTRONIC FORM, THEN BY CLICKING ON THE "I ACCEPT" BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS LOAN AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS LOAN AGREEMENT, CLICK THE "I DO NOT ACCEPT" BUTTON OR LEAVE THE WEBSITE.

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Contact: +91-44-4007 4800 contact@vivriticapital.com

Mumbai Office:

Vibgyor Towers, Unit No.502, 5th Floor, Block G, Bandra Kurla Complex, Mumbai-400051



LOAN AGREEMENT

This Loan Agreement ("Agreement") has been made and shall be effective from the date of Loan Sanction Details/Key Fact Statement, by and between:

VIVRITI CAPITAL LIMITED (Formerly known as Vivriti Capital Private Limited), a company incorporated under the provisions of the Companies Act, 2013, and having its registered office at Prestige Zackria Metropolitan No.200/1-8, 2nd Floor, Block 1, Anna Salai, Chennai-600002, (hereinafter referred to as "Lender" or "VCL" ") which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and assigns) of the first part;

AND

The Borrower(s) as detailed in Annexure, hereinafter referred to as the "Borrower", (which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) of the second part.

In case there is more than 1 (one) Borrower, then each such Borrower jointly and severally accedes to the terms and conditions of this Agreement and shall be liable to fulfill the terms and conditions set out herein.

Any reference to "LSP" shall mean Bharosepe Technology Services Private Limited, a company registered under Indian Companies Act, 2013 and having its registered office at #2012, 100 Ft Road, HAL 2 Stage Indiranagar, Bangalore, Bengaluru, Karnataka, India, 560038, India or any other intermediary who is engaged by the Lender in providing lending and other ancillary services.

1. SCOPE

- 1.1 The Lender is a non-banking financial company duly registered with the Reserve Bank of India and is, inter alia, engaged in the business of providing financial services.
- 1.2 The Borrower had approached the Lender for loan not exceeding amount as mentioned in the Sanction Letter (the loan amount hereinafter shall be referred to as the "Loan" or "Loan Amount") on the terms, conditions and the purpose as stated / contained in this Agreement.
- 1.3 Borrower understands that every Loan request shall be assessed individually, at the Lender's sole discretion and the final disbursement amount shall be based on the Lender's internal policies and eligibility criteria applicable to the Borrower.
- 1.4 The Borrower understands that this Agreement is valid for the Loan, taken from time to time, from the Lender. Any change in the terms and conditions shall be as intimated by the Lender to the Borrower.

2. DISBURSAL OF THE LOAN

2.1 The Loan will be disbursed to the Borrower or directly to the accounts of the Institute/s (as set out in the Sanction Letter). Borrower acknowledges that such disbursement to the Institute's account shall deemed to be disbursement to the Borrower. The disbursement shall be through the agreed mode of disbursement in the application submitted by the Borrower to the Lender and subject to the standard terms and conditions specified herein and other Loan documents.



- 2.2 In case the Loan (or its part) is for payment of course fees and/or availing products/services of the Institutions, who may have a tie up with the LSP or the Lender, as the case may be (referred to as either "Institute/s"), the Borrower's request for loan shall be processed as per the standard practice of Lender and it shall be deemed as disbursed to the Borrower once the Loan Amount or part of the Loan Amount is transferred from Lender account to the accounts of such Institute/s.
- 2.3 Subject to loan and sanction terms, the Lender may either revoke the sanction or disburse the loan within 30 working days or anytime during the availability period as per Lender's internal process. Further, the Borrower hereby expressly authorizes the Lender to take instructions, required data, documents and information from the Institute on Borrower's behalf for the purpose of disbursing the loan and opening Borrower's loan account.
- 2.4 In case, the Borrower is required to make advance payment of installments, then such installments may be either deducted from the Loan Amount or paid separately to the Lender, as may be acceptable to the Lender. Accordingly, residual tenor under the repayment schedule may be proportionately adjusted.
- 2.5 The Borrower agrees that the Loan(s) may be disbursed in 1 (one) or more installments or tranches, in accordance with the Lender's policy and sanctioned terms.
- 2.6 The Borrower hereby expressly agrees to abide this Agreement and other Loan documents and undertakes to pay/repay the debts in accordance with the repayment schedule provided by the Lender.

3. INTEREST AND CHARGES

- 3.1 The Borrower shall pay Penal Charges along with processing charges, late payment charges and ECS/NACH/cheque bounce charges (collectively "Charges") at the rate as detailed in the Sanction Letter / Key Fact Statement.
- 3.2 Rate of Interest on the Loan shall be computed and debited to the Loan account as following: on the day of each calendar month / quarter / half year / year as stated in the Sanction Letter; and taking the basis of 365 days a year; Rate of Interest from the date of debit to the Loan Account till the commencement of the EMI shall be payable every month as per the PEMI mentioned in the Repayment Schedule, if applicable.
- 3.3 Borrower agrees that interest costs are the negotiated and reasonable estimate of the return on these debts payable to the Lender. The Borrower has thus satisfied itself of the suitability and appropriateness as to costs and expenses for availing the sanction and accordingly the Lender shall stand indemnified by the Borrower for any variation, losses and/or expenses.
- 3.4 Notwithstanding the above, the Borrower understands that the rate of interest or the other Charges may change as per the policies of the Lender or as per applicable laws and regulations. The revised rate of interest or other Charges shall be communicated to the Borrower through email or otherwise. The Lender shall ensure that such change in the Charges is effected only prospectively.
- 3.5 Upon any Event of Default specified in Clause 6 below, the Borrower shall be liable to pay Penal Charges and other applicable Charges at the rate as specified in Sanction Letter / Key Fact Statement, with monthly rests, from the date of default till the date of realization by the Lender. The payment of Penal Charges and other Charges shall not absolve the Borrower of the other obligations in respect of such breach or default or affect the rights of the Lender in respect of the breach or default.



4. REPAYMENT AND PREPAYMENT OF THE LOAN

- 4.1 The Borrower agrees to repay the Loan installment(s) together with interest, Penal Charges (if any) or the Charges, dues and taxes (as applicable) ("Amount Due") on agreed due date/s within the period specified in and as set out in the Sanction Letter. Borrower understands that its obligations under this Agreement shall be valid and binding until the repayment of the Amount Due, to the satisfaction of the Lender.
- 4.2 At the request of the Borrower, the Lender may accept the prepayment and foreclosure of the Loan as per the terms agreed under this Agreement and other Loan documents.
- 4.3 The Borrower will remain liable under/in respect of the Repayment Instrument(s) (defined below), even if partial payments have been made towards the Loan, from time to time, or the Loan amount has been revised. In case of death or insolvency of the Borrower, as applicable, the outstanding Loan along with Interest, Penal Charges and the Charges will be recovered from his/her/its legal representative/s.
- 4.4 The Borrower agrees that the payment of all the amount due to Lender under this Agreement can always be enforced against the Borrower's estate and assets and this Agreement shall be binding upon the heirs, executors, legal representatives, and administrators of the Borrower.
- 4.5 The Borrower has read and understood the cancellation and refund-related terms & conditions/policy (T&C) for the course fees and/or products/services (wherever applicable) as provided or made available by the Institute. The Lender is not a party to such Product T&C which are separate/independent to the loan facility. The Borrower shall pay the applicable refunds received by him/her/them related to course fees and/or products/services to the Lender for adjustment in the loan account. The Borrower shall ensure processing such refunds directly to the Lender by giving required instructions to the Institute. The Lender is not obligated to collect the refunds from the Institute.
- 4.6 **Down-Payment**:Down payment refers to the advance payment made by the borrower to secure the loan, which is within the margin (refer to point 5 of 'Additional Details of the Loan'). This amount is deducted from the principal on day 1, and interest is calculated on the outstanding principal through equated installments (refer to the Repayment Schedule)

5. ECS / E-NACH MANDATE

- 5.1 The Borrower has given Electronic Clearing System ("ECS")/NACH mandate and/or cheque (collectively "Repayment Instrument") in favor of the Lender for the repayment of the Loan now or hereafter. The Borrower hereby unconditionally and irrevocably authorizes the Lender or any other enforcing agency to enforce the Repayment Instruments towards payment of the Amount Due. The Borrower shall ensure availability of funds in the account on which such Repayment Instrument(s) have been drawn and the Borrower shall not at any time close his/her account and/or issue any notice instructing the Lender not to present any such Repayment Instrument(s) for encashment or instruct his/her bank to stop payment on any such Repayment Instrument(s).
- 5.2 The Borrower further confirms that the Loan under this Agreement has been made available on the basis of the Repayment Instrument(s) issued by the Borrower in favor of the Lender. The Repayment Instruments remain valid for all Loan along with interest, Penal Charges and other Charges.
- 5.3 In case the Borrower does not comply with the aforesaid, the Lender shall still be entitled to present/invoke the Repayment Instrument(s). The dishonor/failure of the Repayment Instrument(s) shall be treated as an Event of Default (defined below) under this Agreement.



6. EVENT OF DEFAULT

The Borrower shall be deemed to have committed an act of default if the Borrower does not comply with his/her obligations as mentioned in this Agreement and also on the happening of one or more of the following events (each an "Event of Default"):

- a. Default has occurred in the repayment of the Loan along with interest, Penal Charges or the Charges on the due date/s or on demand whether under this Agreement or under any other agreement with the Lender;
- b. In the opinion of the Lender, Borrower has breached the representations and warranties and the covenants provided under this Agreement;
- c. In the opinion of the Lender, the Borrower has defaulted in the performance of any covenant, condition or undertaking under this Agreement;
- d. The Borrower is or becomes a party to any litigation, arbitration, administrative or other action, investigation by any governmental entity, claim, suit or proceedings which would have a material adverse effect on the terms of this Agreement;
- e. The Borrower fails to furnish any information or document that may be required by the Lender from time to time or If any proceedings are pending or threatened against the Borrower by any Authority for any misconduct or breach/violation of any law or regulations or code of conduct, etc.

7. CONSEQUENCES AND REMEDIES OF LENDER IN CASE OF DEFAULT

7.1 UPON OCCURRENCE OF AN EVENT OF DEFAULT:

- a. The outstanding amount of the Loan shall forthwith become payable to the Lender, without any notice to the Borrower.
- b. Lender shall have the right to terminate the Loan and declare all obligations immediately due and payable; and/or
- c. Lender shall stop advancing money or extending credit for the Borrower's benefit under this Agreement or any other agreement between the Borrower and the Lender, and terminate the right of the Borrower to avail of or make withdrawals from the loan; and/or
- d. Lender may take any action and proceed under any applicable law or statute against the Borrower; and/or
- e. Lender may enforce the security interest (if applicable), if any available.
- f. Lender shall report the details of default to credit bureau agencies authorized in this behalf by RBI or any other regulatory authority, which shall adversely impact Borrowers' credit standing and future borrowings.
- g. The Borrowers agree and give irrevocable and express consent to the disclosure or furnishing by VCL of all or any (a) information and data relating to the Borrowers, (b) information or data relating to Loan, availed of/to be availed by the Borrowers and (c) default, if any, committed by the Borrowers in discharge of their obligations under Transaction Documents, as VCL may deem appropriate and necessary and in accordance with applicable laws, to regulated third parties, debt recovery agencies, process agents, financial institutions, its affiliates, CIBIL or any other agency authorized in this behalf by RBI or any other regulatory authority/body or to any governmental authority, whenever any such authority seeks any information in respect of the borrowers from VCL.



- 7.2 Further, the Lender shall have the following remedies without prejudice to its other rights and remedies under this Agreement, in law or in equity:
 - a. The Lender shall be entitled to recover the charges for bouncing of the Repayment Instrument(s), Penal Charges and other charges from the Borrower as mentioned in the Sanction Letter.
 - b. Any other remedy which may be available under law during the pendency of the Loan including without limitation the remedy under section 138 of the Negotiable Instruments Act, 1881 and under section 25 (1) of Payment of Settlement System Act, 2007.
 - c. In addition to the rights specified in this Agreement, the Lender shall be entitled to take all or any action with or without intervention of the Courts to recover the monies due and payable by the Borrower under this Agreement.
 - d. Notwithstanding any other rights available to the Lender under this Agreement, the Lender shall be entitled to initiate criminal proceeding or any other appropriate actions against the Borrower if at any time the Lender at its sole discretion has sufficient grounds to believe that the Borrower has made any misrepresentations and / or submitted any forged documents or fabricated data to the Lender.
 - e. The Lender is entitled (but not obligated) to set-off and appropriate any of Borrower's asset and/or amounts standing into credit, to recover the dues from the Borrower
- 7.3 All rights and powers conferred on the Lender by this Agreement shall be in addition and supplemental to any rights the Lender has as a creditor against the Borrower under any law for the time being in force and security documents and shall not be in derogation thereof.

Mumbai Office:



8. REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to the Lender as follows:

- a. Upon execution by the Borrower, this Agreement will constitute a valid, enforceable and legally binding obligation of the Borrower;
- b. The terms and conditions in the Application and the information provided are binding on the Borrower;
- c. There is no law, regulation, decree or act and no provision of any existing contract, agreement or instrument to which Borrower is a party that would be contravened by this Agreement or by the performance or observance of any of its terms;
- d. All information furnished by or on behalf of the Borrower in connection with obtaining the Loan, whether prior to the date hereof or contemporaneously with the execution of this Agreement and all information furnished hereinafter, is and will be true, correct and complete in all material respects as on the date on which such information is provided or certified;
- e. That the Borrower has not availed any consumer service by availing or applying for the Loan.

The representations and warranties above shall be deemed to be repeated by the Borrower on and as of each day from the date of this Agreement until all the outstanding Loan, interest, Penal Charges and the Charges due or owing hereunder by the Borrower to the Lender have been repaid in full.

9. COVENANTS

The Borrower hereby covenants that the Borrower shall:

- a. Ensure timely payment of the Amount Due and ensure that the Repayment Instrument(s) are honored on presentation;
- b. Utilize the Loan only for the purpose set out at the Sanction Letter and not use the same for any other purpose including making investment in the capital market or for any speculative purposes, unlawful purposes and/or anti-social purposes. The Lender shall have the right to recall the Loan if the funds are used for any speculative, unlawful and/or anti-social purposes;
- c. Promptly notify the Lender through a written notice, of any change in the Borrower's mobile number, postal address or any other details provided in the Application or this Agreement;
- d. Execute any and all documents, as the Lender may require, from time to time, for duly or more perfectly securing the repayment of the Loan;
- e. Utilize any money received under an insurance claim by the Borrower, including legal heirs, for the repayment of the outstanding amount of the Loan.
- f. Not delay in the repayment of outstanding Loan amount along with interest, Penal Charges or the Charges and dues beyond the respective due dates;
- g. Not hold the Lender and/or the Channel Partner/Service Provider liable for any delay in delivery or nondelivery of any product/service, or for the quality, suitability or any other condition of the product/service, where the Loan is availed for payment of course fees and/or availing products/services of the Institute/s;
- h. Not dispute and/or hold the Lender responsible for (1) non-availability or non-accessibility of the Lender's website (i.e. www.vivriticapital.com/), electronic payment gateway, telephone(s), or office(s) of the Lender for reasons beyond the Lender's control; or (2) any typographical error or inaccuracy on the Lender's website or any written, e-mail & SMS communication;
- i. Shall immediately repay the outstanding Loan and until such repayment procure a guarantor with good credit profile (acceptable to the Lender), in Lender's favour who shall guarantee the debts hereunder, in the event the Borrower is required to change its state of residence for any reason including but not limited to, seeking employment outside India or otherwise.



10. INDEMNIFICATION

The Borrower hereby expressly agrees to indemnify, defend and hold the Lender and its directors, officers, employees, agents, attorneys or any other Person affiliated with or representing the Lender harmless against:

- 1. All obligations, demands, claims, and liabilities (collectively "Claims") asserted by any other party in connection with the transactions contemplated by the Loan documents;
- 2. All losses or expenses incurred, or paid by the Lender, following or arising from transactions between the Lender and the Borrower (including reasonable attorney's Charges and expenses), except for Claims and/or losses directly caused by the Lender's gross negligence or willful misconduct.

11. AUTHORIZATION AND DISCLOSURES

The Borrower authorizes the Lender to engage or appoint one or more person(s) to verify any fact or information furnished by, concerning and pertaining to the Borrower and/or to collect any and all Borrower information or activities relating to the administration of the Loan including the rights and authority to collect and receive on behalf of the Lender all dues and unpaid installments and other amounts due by Borrower under this Agreement.

The Borrower also authorizes the Lender or any third party (authorized by the Lender) to collect data from Credit Information Companies ("CICs"), as permissible by applicable regulations from time to time by disclosing KYC Data and other information and do necessary regulatory reporting as Lender may deem fit.

The Borrower agrees and authorizes the Lender to disclose, from time to time, any information relating to the Borrower and/or the Loan to:

- a. Any employee or representative of the Lender or to third parties engaged by the Lender, from time to time, for purposes of this Agreement;
- b. The CICs and other agencies authorized by the Reserve Bank of India or any other regulatory authority, which may use, process, disclose and furnish the said information, in any manner as it may deem fit;
- c. To any group companies and/or to any of the Lender's service providers, insurers or insurance brokers or professional advisers; and/or credit rating agencies.

The Lender shall give notice to the Borrower of any change in the terms and conditions including the disbursement schedule, the Charges, repayment terms, etc. The Borrower shall keep himself/herself abreast with all such notifications and confirms that he/she would be bound by such change, without any dispute.

12. LIMITATION OF LIABILITY

Borrower expressly understands and acknowledges that the Lender shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if the Lender has been advised of the possibility of such damages.

GST - 27AAFCV9757P1Z7 (Mumbai)

Regd. Office:



13. GRIEVANCE REDRESSAL, DISPUTE RESOLUTION, AND GOVERNING LAW

13.1 The Lender and the LSP are committed to addressing and resolving concerns swiftly and effectively. Their grievance redressal policy is available at the following link: https://www.jodo.in/grievance-redressal/. This policy is designed to guide both customers and staff in receiving and managing complaints in a responsive and efficient manner.

13.2 Any dispute or difference arising out of or in connection with this Agreement shall be referred to arbitration, in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be at Chennai, Tamil Nadu, India and the arbitration shall be conducted in the English language. The arbitral tribunal shall constitute of a single arbitrator, to be appointed by the Parties. The award of the arbitrators shall be final and binding upon the Parties. The parties agrees that with respect to any disputes such arbitration can also be conducted using electronic means and the Borrower expressly consents for Lender or the Arbitral Tribunal to avail administrative assistance (including via electronic forms) of a suitable institutions to conduct arbitral proceedings if referred for dispute resolution. This Agreement shall be construed in accordance with the laws of India

14. MISCELLANEOUS

14.1 THE BORROWER HEREBY STATES THAT THE CONTENTS OF THE LOAN DOCUMENTS HAVE BEEN READ OVER AND EXPLAINED TO THE BORROWER IN THE LOCAL LANGUAGE UNDERSTOOD BY THE BORROWER AND THAT THE BORROWER HAS UNDERSTOOD THE CONTENTS OF THE LOAN DOCUMENTS AND ONLY THEN AFFIXED THE SIGNATURE TO THE SAID LOAN DOCUMENTS.

14.2 The Borrower confirms that it has taken appropriate advice and waives any defenses available under money lending, usury or other laws relating to the charging of interest.

14.3 Prior to execution of this Agreement, the Borrower confirms that it has paid appropriate stamp duty on this Agreement and has retained the same, as a counterpart to this Agreement in Borrower's record. The Borrower undertakes to furnish such counterpart in original upon written demand made by the Lender pursuant to this Agreement. Except as otherwise provided herein, all Charges and expenses incurred in connection with or related to this Agreement shall be paid by the Borrower. The Borrower shall be liable to pay any tax, stamp duty, differential duty, stamp duty penalties, registration Charges, penalties as may be incurred by the Borrower or the Lender, for performance or enforcement of this Agreement.

14.4 The parties hereto confirm and acknowledge that this Agreement, the Sanction Letter and other Loan documents, constitute the entire agreement between them and shall supersede and override all previous communications, either oral or written, between the parties with respect to the subject matter of this Agreement, and no agreement or understanding varying or extending the same shall be binding upon any Party hereto unless arising out of the specific provisions of this Agreement.

14.5 Should any part of this Agreement be declared illegal or unenforceable by a court of competent jurisdiction, the same shall not alter the validity or enforceability of any other term or provision of this Agreement.

14.6 The Borrower shall not in any manner be entitled to assign his/her rights and obligations under this Agreement. Notwithstanding anything to the contrary contained in the Agreement, the Lender shall have the right (in full or in part) to assign and/or transfer and/or novate its rights or obligations under this Agreement and/or the outstanding amount or other arrangement for risk sharing, whether with or without recourse to the Lender, to one or more banks or any other entity, trust, any association, without any reference or notice to the Borrower.

14.7 No amendment, modification or addition to this Agreement shall be effective or binding upon either of the parties hereto unless set forth in writing and executed by them through their duly authorized representatives.

(formerly known as VIVRITI CAPITAL PRIVATE LIMITED)
CIN - U65929TN2017PLC117196
GST - 33AAFCV9757P1ZE (Chennai)

GST – 27AAFCV9757P1Z7 (Mumbai)

Regd. Office:

Prestige Zackria Metropolitan, 2nd Floor, Block 1, No-200/1-8, Anna Salai, Chennai-600002

Contact: +91-44-4007 4800 contact@vivriticapital.com

Mumbai Office:

Vibgyor Towers, Unit No.502, 5th Floor, Block G, Bandra Kurla Complex, Mumbai-400051



14.8 The Lender is entitled to cancel/revoke the sanctioned Loan Amount/ limit at its sole discretion. Where such decision to cancel/revoke the sanctioned limits is taken for reasons attributable to the Borrower or its credit assessment, then the Borrower (without prejudice to other rights of the Lender) will not be entitled to any part or proportionate refund of processing fees and Charges.

14.9 The Borrower expressly authorizes/consents to Lender and its various service providers for collections and recovery to contact the Borrower telephonically even if the name of the Borrower appears in the Do Not Call Register to inform the Borrower about, dues under Loan granted under this Agreement. The Borrower also expressly declares that such telephonic calls from Lender's tele-callers or service providers will not cause any inconvenience to him /her and/or their family members.

14.10 The Borrower expressly authorizes/consents to Lender and its various service providers/partners:

- 1. To market other loan, investment and any other service products of the Lender including through telecalls, WhatsApp, other electronic communications and SMS.
- 2. For collections and recovery agents to contact the Borrower telephonically even if the name of the Borrower appears in the National Do Not Call Registry (as set out at www.donotcall.gov) (the "NDNC Registry") to inform the Borrower about, dues under Loan granted under this Agreement. The Borrower also expressly declares that such telephonic calls from Lender's tele-callers or service providers will not cause any inconvenience to him /her and/or their family members.

14.11 The Lender shall at any time, without any consent of or notice to the Borrower be entitled to securitise, sell, assign, discount or transfer all or any part of the Lender's right, title and interest in the receivables along with the underlying security, if any, and obligations, under this Agreement or other Loan documents, to any person(s) and in such manner and on such terms as the Lender may decide. The Borrower shall not be entitled to directly or indirectly assign or in any manner transfer, whether in whole or part, any rights, the benefit or obligation under the Loan documents.

15. ELECTRONIC FORM - COMMUNICATION IN ELECTRONIC FORM

15.1 Borrower acknowledges and agrees that any request, notice, correspondence or any other writing whatsoever ("Writing") required or contemplated under this Agreement may be executed and any delivery, offer, acceptance or any other action whatsoever ("Action") in respect of this Agreement may be undertaken in electronic form by way of a click wrap or any other electronic means of executing or authenticating transactions ("Electronic Form") as may be enabled by Lender. For avoidance of doubt, it is clarified that communications in Electronic Form include any Writing or Action undertaken on any technology platform, mobile application or website provided either by the Lender (by itself or through its authorized service providers) or availed by the Borrower (through the Channel Partner/ Service Provider acceptable to the Lender).

15.2 Borrower hereby further confirms that any Writing or Action made or undertaken by Borrower in Electronic Form shall be valid, binding and legally enforceable against them and it shall not raise any objection or claim or disclaim any liability under or in relation to the validity or enforceability of a Writing or Action solely on account of it being in Electronic Form.

Mumbai Office:



15.3 The Borrower hereby declare and undertake that:

- a. All the information (including electronic information), supporting documents provided towards this Agreement and/or Application are true, correct, completed and up to date in all respect;
- b. None of the material information is withheld or constitute misrepresentation;
- c. The Borrower shall indemnify the Lender for any loss that it may incur pursuant to this Agreement and/or Application;
- d. Any change in my / our address / contact details for communication will be informed to the Lender immediately;
- e. I/We, have received all the information regarding the Loan availed from the Lender and shall comply with all the terms and conditions and pay the Charges in relation thereto;
- f. Lender, its holding, subsidiary & associate companies, agents, partners, education institutes, credit reporting agencies and any other entities authorized by the Lender (collectively referred to as "associate group") is/are authorized and entitled to use and share my/our information, for credit assessments, any regulatory and legal purposes and to verify authenticity of any statement, residence, employment, contact details, CIBIL or Credit history, document verification, reference checks, etc.;
- g. Our Application is subject to Lender's credit and underwriting norms and completion of verifications and checks;
- h. The Lender is irrevocably authorized and entitled to retain all the documents including the Application Form for its records and references:
- 15.4 The Borrower hereby undertake and provide its consent to the Lender or its authorized service providers, for sharing its/ their details with Central KYC Registry and receive KYC information from Central KYC Registry or from UIDAI. The Borrower understand that by submitting proof of possession of Aadhaar number to the Lender or its authorized service providers, the Borrower hereby authorizes the Lender or its authorized service providers:
 - a. To collect, store, use, verify, authenticate its/their Aadhaar and demographic information against UIDAI database by itself or via user Agency duly licensed by UIDAI, as permitted under the applicable law from time to time;
 - b. To use its/their Aadhaar for financing, other banking and transaction services, as may be applicable, and
 - c. To use or obtain its/their demographic and/or biometric information through Aadhaar based authentication (including e-KYC, Mobile OTP (One Time Password) based, biometric and/or other lawful authentication means) as permitted under the applicable law from time to time;
- 15.5 The Borrower hereby, authorize the Lender, its associate group to communicate with them by email, call, SMS, WhatsApp, electronic communication using digital media and other channels or via any other means in relation to any of the products, services or information of the Lender and/or for cross-selling. The Borrower 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/messages received from the Lender, its employees, agents and/or associates.
- 15.6 THE BORROWER HAS ENTERED INTO THIS AGREEMENT AND HAS ELECTRONICALLY OR OTHERWISE ACCEPTED OR SIGNED THIS AGREEMENT OUT OF THE BORROWER'S OWN FREE CONSENT AND NO UNDUE INFLUENCE OR COERCION HAS BEEN EXERCISED UPON THE BORROWER TO DO SO.
- 15.7 The Loan sanction Details/Key Fact Statement shall form an integral part of the Agreement (including its Annexures, schedules referred hereto) and shall be read along with it, wherever the context so requires. Any reference to the 'Annexure(s)' in the Agreement hereinabove shall be construed as reference to the 'Loan Sanction Details/Key Fact Statement and shall be read and construed accordingly.



By Accepting/Signing this terms and conditions mentioned hereinabove, I/We, as the Borrower, hereby acknowledge my/our acceptance and consent to the Agreement along with the Annexure, and the Terms & Conditions, as may be applicable from time to time.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed on the day, month and year first hereinabove written.

SIGNED AND DELIVERED BY:

The withinnamed, Borrower

SIGNED AND DELIVERED BY:

The withinnamed, Lender, Vivriti Capital Limited

GST – 33AAFCV9757P1ZE (Chennai) GST – 27AAFCV9757P1Z7 (Mumbai)

Regd. Office:

Prestige Zackria Metropolitan, 2nd Floor, Block 1, No-200/1-8, Anna Salai, Chennai-600002

Contact: +91-44-4007 4800 contact@vivriticapital.com

Mumbai Office:

Vibgyor Towers, Unit No.502, 5th Floor, Block G, Bandra Kurla Complex, Mumbai-400051



Declaration/घोषणा पN

Sr	Language/भाषा	Declaration Declaration
1.	English	I have understood all the terms and conditions of the Agreement which have been explained to me in the language that I understand
2.	Hindi	मैने अनुबधं के नियम व शर्तें समझ ली हैं, जो मुझे अपनी मातृ भाषा में समझाए गए हैं।
3.	Marathi	मला करारातील सर्व अटी व शर्ता समजून घेतल्या आहेत, ज्यायोगे मला समजणाऱ्या भाषेमध्ये समजावून सांगितल्या आहेत.
4.	Gujarati	મે કરારના તમામ શરતો અને નિયમો મારી સમજ તે ભાષામાં સમઝાવવામાં આવ્યા છે.
5.	Bengali	আমি চুক্তির সমস্ত শর্ত বুঝি যা আমি বুঝি এমন ভাষায় আমাকে ব্যাখ্যা করা হয়েছে
6.	Assamese	মই এই চুক্তিৰ সকলো শৰ্ত আৰু নিয়ম বুজি পাইছোঁ আৰু এইবোৰ মোৰ বুজি পোৱা ভাষাত বুজাই দিয়া হৈছে।
7.	Oriya	ମୁଁ ଚୁକ୍ତିର ସମସ୍ତ ସର୍ତ୍ତାବଳୀ ଏବଂ ସର୍ତ୍ତାବଳୀ ବୁଝିଛି ଯାହା ମୋତେ ମୁଁ ବୁଝିପାରୁଥିବା ଭାଷାରେ ବର୍ଣ୍ଣନା କରାଯାଇଛି ।
8.	Punjabi	ਮੈਂ ਇਕਰਾਰਨਾਮੇ ਦੇ ਸਾਰੇ ਨਿਯਮਾਂ ਅਤੇ ਸ਼ਰਤਾਂ ਨੂੰ ਸਮਝ ਲਿਆ ਹੈ ਜੋ ਮੇਰੀ ਸਮਝ ਵਿੱਚ ਆਉਣ ਵਾਲੀ ਭਾਸ਼ਾ ਵਿੱਚ ਸਮਝਾਈ ਗਈਆਂ ਹਨ।
9.	Tamil	எனக்குப் புரியும் மொழியில் எனக்கு விளக்கப்பட்ட ஒப்பந்தத்தின் அனைத்து விதிமுறைகளையும் நிபந்தனைகளையும் நான் புரிந்துகொண்டேன்
10.	Telugu	నాకు అర్ధమయ్యే భాషలో నాకు వివరించబడిన ఒప్పందంలోని అన్ని నిబంధనలు మరియు షరతులను నేను అర్థం చేసుకున్నాను
11.	Kannada	ನನಗೆ ಅರ್ಥವಾಗುವ ಭಾಷೆಯಲ್ಲಿ ನನಗೆ ವಿವರಿಸಲಾದ ಒಪ್ಪಂದದ ಎಲ್ಲಾ ನಿಯಮಗಳು ಮತ್ತು ಷರತ್ತುಗಳನ್ನು ನಾನು ಅರ್ಥಮಾಡಿಕೊಂಡಿದ್ದೇನೆ
12.	Malayalam	എനിക്ക് മനസ്സിലാകുന്ന ഭാഷയി നൂനിക്ക് വിശദീകരിച്ച കരാറിലെ എലാ്ലവൃവസ്ഥകളും ഉപാധികളും എനിക്ക് മനസ്സിലായിട്ടുണ്ട്.
13.	Konkani	माका समजता ह्या भाषेन कराराचे सर्व अटी व शर्ती समजून सांगण्यात आले आहेत.
14.	Urdu	میں ن _، اقرار نام _، ک _، تمام قوائد و شرائط کو سمجھ لیا جو میری سمجھ میں آن _، ، _، والی زبان میں سمجھا دئی _، گئ

(formerly known as VIVRITI CAPITAL PRIVATE LIMITED)

CIN - U65929TN2017PLC117196

GST - 33AAFCV9757P1ZE (Chennai)

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Prestige Zackria Metropolitan, 2nd Floor, Block 1, No-200/1-8, Anna Salai, Chennai-600002

Contact: +91-44-4007 4800 contact@vivriticapital.com

Mumbai Office:

Vibgyor Towers, Unit No.502, 5th Floor, Block G, Bandra Kurla Complex, Mumbai-400051



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Contact: +91-44-4007 4800 contact@vivriticapital.com

Mumbai Office:

Vibgyor Towers, Unit No.502, 5th Floor, Block G, Bandra Kurla Complex, Mumbai-400051

Contact: +91-22-6826 6800



www.vivriticapital.com