

M JUN 2023

E Daddy Auto teh Prt ald

No. 2, MADLEY ROAD T. NAGAR, CHENNA

## **NIDHI PRAYAS - PROGRAM AGREEMENT**

This NIDHI PRAYAS PROGRAM AGREEMENT ("Agreement") is made on this 13th day of September 2023 ("Effective Date"), at Chennai by and between:

Crescent Innovation and Incubation Council, a not-for-profit company incorporated under Section 8 of (1) the Companies Act, 2013 (hereinafter referred to as the "PRAYASEE CENTRE" or "INCUBATOR", which expression shall mean and include such Person's successors, legal heirs, executors, administrators and permitted assigns) having its registered office at Seethakathi Estate, GST Road, Vandalur, Chennai - 600 048. ("BSACIST- Premises") of the FIRST PART.

(2) Ms. Yasmeen Jawahar Ali (Founder and Lead Innovator) an adult Indian national ,aged about 28 years and presently residing at 24, VOC Nagar, MGR Nagar, K.K.Nagar, Chennai - 600 078 (hereinafter referred to as the "Founder"), which expression shall, unless it be repugnant to the subject or context thereof, mean and include their respective successors, permitted assigns, helrs and executors); being the party OF THE SECOND PART;

## AND

(3) E Daddy Auto Tech Private Limited, a company registered under the provisions of the Companies Act, 2013 with CIN NoU72900TN2022PTC157316, having its registered office at Old No 24, New No 27, Vivekananthar Street, Irumbuliur, Chennal 600 045(hereinafter referred to as the "PRAYASEE", which term shall, unless repugnant to or in consistent with the context mean and include its directors, office bearers, successors in interest, legal representatives, nominees, and permitted assigns) being the party OF THE THIRD PART;

For E Daddy Auto Tech Pvt Ltd

- extinguish any previous drafts, agreements or understandings between all or any of the Parties (whether oral or in written) relating to the subject matter herein.
- (d) Governing Law and Jurisdiction: This Agreement shall be governed in all respects by the laws of India.

  Subject to the provisions of Clause 11 (Dispute Resolution), the courts at Chennai, India shallhave exclusive jurisdiction to determine any disputes arising out of or in relation to this Agreement.
- (e) <u>Severability</u>: The invalidity or unenforceability of any provision in this Agreement shall in no way affect the validity or enforceability of any other provision herein. In the event of the invalidity or unenforceability of any provision of this Agreement, the Parties will immediately negotiate in good faith to replace such a provision with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces.
- (f) <u>Amendments and Waiver</u>: No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.
- (g) Notices: Unless otherwise provided herein, all notices or other communications to be given shall be made in writing and by letter (hand delivered with due acknowledgement or registered post) or email communication (followed by written notice by registered post) and shall be deemed to be duly given or made, in the case of personal delivery, when delivered, or, in the case of a letter, 5 (Five) calendar days after being deposited in the post (by registered post, with acknowledgment due), postage prepaid, to such Party at its address specified in the name clause herein above or at such other address as such Party may hereafter specify for such purposes to the other by notice in writing.
- (h) <u>Surviva</u>l: Clauses 9(d) shall be enforceable despite termination of this Agreement. Additionally, all the provisions in this Agreement, which by their nature are intended to survive termination of this Agreement hereof shall survive termination of this Agreement to the extent of obligations of the parties under the agreement and can be enforced against the Prayasee to the extent of actual benefit derived out of this agreement until it was terminated
- (i) <u>Counterparts</u>: This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement on the date and the year first hereinabove written

For and on behalf of	For and on behalf of	For and on behalf of Crescent
Company	Promoter(s)/PRAYA	Innovation and Incubation
	SEE	Council (CIIC)/Incubator
Signature  Company  Promoter(s)/PRAYA  Innovation and incubation  Council (CIIC)/Incubator  Signature  Signature  Signature  Signature  Signature  Signature		
Signature	Signature	Signature C 11 SCHENNAL
Auth ricod ligna	Hory July	Name: M. Bayez Akin 1101
Name: Sirajudeen A. J.	Name: Yasmeen Jawahar Ali	Name: M. Bayvez Alam 112
Designation: Chief Technology	Designation: Director	Designation:
Officer		EXECUTIVE DIRETOR
Date: 13-09-2023	Date: 13.09.2023	Date: 13.09.2023
Witness	Witness	Witness
Signature	Signature	Signature
Name: Maheshwara Rao V	Name: Abdul R	Name:
Designation: CFO	Designation: Head - PR	Designation:
Date: 13.09.2023	Date: 13.09.2023	Date: