



3.1.1 and 3.1.3 e-copies of the grant award letters for research projects sponsored by non-government during the last five years

Website link for the e-copies of grant letters

https://www.fcrit.ac.in/static_pdfs/NAAC/Criteria3/3.1.1_3.1.3_e-copies%20of%20Research%20Grant%20award%20letters.pdf



Agnel Charities'

Fr. C. Rodrigues Institute of Technology, Vashi, Navi Mumbai.

Academic Year: 2018-19

FILE NO. ITS/2018/001723
SCIENCE & ENGINEERING RESEARCH BOARD(SERB)
(a statutory body of the Department of Science & Technology, government of India)

5 & 5A, Lower Ground Floor
Vasant Square Mall
Plot No. A, Community Centre
Sector-B, Pocket-5, Vasant Kunj
New Delhi-110070

Dated: 13-Aug-2018


ORDER

Subject: Reimbursement of travel grant to Dr. Nilajkumar Najukrao Deshmukh (Senior Scientist), Mechanical Engineering , Fr. C. Rodrigues Institute of Technology, Vashi , Agnel technical education complex, sector 9 a , vashi, navi-mumbai, maharashtra. , Thane, Maharashtra-400703 for attending "ENERGY SYSTEMS CONFERENCE , United Kingdom (19 June, 2018 to 20 June, 2018)" held in "WESTMINSTER, United Kingdom".

1. Sanction of the Science & Engineering Research Board (SERB) is here by accorded to the payment of a sum of Rs. 77434/- (Rs. Seventy Seven Thousand Four Hundred and Thirty Four Only) for meeting the expenses incurred towards participating in the above international event.
2. Sanction of the grant is subject to the condition as detailed in Terms & Conditions available at website (www.serb.gov.in and <http://its.serb.gov.in>).
3. The expenditure involved is debitible to "Fund for Science & Engineering Research (FSER)".
4. This grant is being reimbursed under the ITS scheme.
5. The Sanction has been issued to Fr. C. Rodrigues Institute Of Technology, Vashi, Agnel Technical Education Complex, Sector 9 A , Vashi, Navi-Mumbai, Maharashtra. with the approval of the competent authority under delegated powers on 02 August, 2018 and vide Diary No. SERB/F/5627/2018-2019 dated 13 August, 2018.
6. The release amount of Rs. 77434/- (Rupees Seventy Seven Thousand Four Hundred and Thirty Four only) will be drawn by the Under Secretary of the SERB and will be disbursed by means of RTGS transaction as per their Bank details given below:

| | |
|------------------------|--|
| Account Name | Fr. C. Rodrigues Institute of Technology |
| Account Number | 059601000007942 |
| Bank Name & Branch | Indian Overseas Bank Vashi, Pl 4/4, Sector 5, Near ESI Hospital, Vashi, Navi-Mumbai 400703 |
| IFSC/RTGS Code | IOBA0000596 |
| Email id of A/C Holder | principal@fcril.ac.in |
| Email id of PI | nilajdeshmukh2000@yahoo.com |

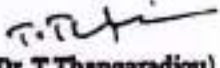
7. It is certified that original boarding passes have been received along with other documents and retained in the Board.
8. In the eventuality of any excess payment arising on account of typographical errors, etc., the excess amount should be refunded immediately to the Science and Engineering Research Board (SERB) by way of an a/c payee cheque in favour of the "Fund for Science & Engineering Research". Non-compliance would lead to the SERB initiating recovery procedures which would also attract applicable penal interest which would be decided by the SERB.
9. In case of any discrepancy you may contact ITS Section at ms.its@serb.gov.in.


(Dr. T. Thangaradjou)
Scientist E
ms.its@serb.gov.in

To,
Under Secretary
SERB, New Delhi

Copy forwarded for information and necessary action to: -

| | |
|----|---|
| 1. | The Principal Director of Audit, A.G.C.R. Building, IIIrd Floor I.P. Estate, Delhi-110002 |
| 2. | Sanction Folder, SERB, New Delhi. |
| 3. | File Copy |
| 4. | Dz. Nilajkumar Najukrao Deshmukh (Senior Scientist) Mechanical Engineering Fr. C. Rodrigues Institute of Technology, Vashi, Agnel technical education complex, sector 9 a , vashi, navi-mumbai, maharashtra. , Thane, Maharashtra-400703 Email: nilajdeshmukh2000@yahoo.com Mobile: 919867167754 |
| 5. | Principal, Fr. C. Rodrigues Institute Of Technology, Vashi, Agnel Technical Education Complex, Sector 9 A , Vashi, Navi-Mumbai, Maharashtra. |


(Dr. T Thangaradjou)
Scientist E
ms.its@serb.gov.in

University of Mumbai



Research Project No:32

NAME OF THE RESEARCHER : Nitesh Prakash Yelve
LECTURE IN : Mechanical Engg.
AMOUNT SANCTIONED : Rs.50000 /-

Ref No. APD/237/601of 2019
27th March, 2019

To,
The Principal,
Fr. C. Rodrigues Institute of Technology
Sector 9A, Vashi,
Navi Mumbai - 400 703

Sub: - Minor Research Grant Project.

Sir/Madam,

I am directed to inform you that the said proposal has been considered by the University and the research grant as quoted above is sanctioned to the researcher.

The sanctioned amount will be disbursed in two installments. The first installment of 40% of the sanctioned amount will be disbursed within the month of March. The remaining 60% amount will be disbursed up to 31st August, 2019.

The researcher is expected to spend 60% amount initially from his/her own resources to carry out the work.

Further, I am to inform you that the researcher will have to utilize the 40% sanctioned amount on or before 31st March, 2019 and submit original bills/vouchers of the expenditure alongwith Utilization Certificate duly certified by the Principal/ Director/ Head/Institute/University Department of the College to the Accounts Section of University.

Please note that 60% balance amount out of sanctioned grant will be released after presentation of your proposal & final approval of the committee. You need to submit utilization certificate after presentation of your research and final approval of 60% grant including bills/vouchers/receipts in original through University Accounts Section.

The report of the research work carried out by the concerned researcher will have to be submitted to the University on or before 31st August 2019.

The Principal/Head of the Institute are requested to inform the researcher accordingly and arrange to forward his/her undertaking immediately to enable this office to release first installment of the research grant.

Yours faithfully,

Sidwant
Assistant Registrar
(Academic Planning & Development)

University of Mumbai



Research Project No:33

NAME OF THE RESEARCHER : Mr. Praseed Kumar
LECTURE IN : Mechanical Engg.
AMOUNT SANCTIONED : Rs.30000/-

Ref No. APD/237/601of 2019
27th March, 2019

To,
The Principal,
Fr. C. Rodrigues Institute of Technology
Sector 9A, Vashi, Navi Mumbai - 400 703

Sub: - Minor Research Grant Project.

Sir/Madam,

I am directed to inform you that the said proposal has been considered by the University and the research grant as quoted above is sanctioned to the researcher.

The sanctioned amount will be disbursed in two installments. The first installment of 40% of the sanctioned amount will be disbursed within the month of March. The remaining 60% amount will be disbursed up to 31st August, 2019.

The researcher is expected to spend 60% amount initially from his/her own resources to carry out the work.

Further, I am to inform you that the researcher will have to utilize the 40% sanctioned amount on or before 31st March, 2019 and submit original bills/vouchers of the expenditure alongwith Utilization Certificate duly certified by the Principal/ Director/ Head/Institute/University Department of the College to the Accounts Section of University.

Please note that 60% balance amount out of sanctioned grant will be released after presentation of your proposal & final approval of the committee. You need to submit utilization certificate after presentation of your research and final approval of 60% grant including bills/vouchers/receipts in original through University Accounts Section.

The report of the research work carried out by the concerned researcher will have to be submitted to the University on or before 31st August 2019.

The Principal/Head of the Institute are requested to inform the researcher accordingly and arrange to forward his/her undertaking immediately to enable this office to release first installment of the research grant.

Yours faithfully,
S. S. S. S.
Assistant Registrar
(Academic Planning & Development)

University of Mumbai



Research Project No:223

NAME OF THE RESEARCHER : Mrs. Archana Abhijeet Shirke
LECTURE IN : Information Technology
AMOUNT SANCTIONED : Rs.25000 /-

Ref No. APD/237/601of 2019

27th March, 2019

To,
The Principal,
Fr. C. Rodrigues Institute of Technology
Sector-9A, Vashi, Navi Mumbai - 400 703

Sub: - Minor Research Grant Project.

Sir/Madam,

I am directed to inform you that the said proposal has been considered by the University and the research grant as quoted above is sanctioned to the researcher.

The sanctioned amount will be disbursed in two installments. The first installment of 40% of the sanctioned amount will be disbursed within the month of March. The remaining 60% amount will be disbursed up to 31st August, 2019.

The researcher is expected to spend 60% amount initially from his/her own resources to carry on the work.

Further, I am to inform you that the researcher will have to utilize the 40% sanctioned amount on or before 31st March, 2019 and submit original bills/vouchers of the expenditure alongwith Utilization Certificate duly certified by the Principal/ Director/ Head/Institute/University Department of the College to the Accounts Section of University.

Please note that 60% balance amount out of sanctioned grant will be released after presentation of your proposal & final approval of the committee. You need to submit utilization certificate after presentation of your research and final approval of 60% grant including bills/vouchers/receipts in original through University Accounts Section.

The report of the research work carried out by the concerned researcher will have to be submitted to the University on or before 31st August 2019.

The Principal/Head of the Institute are requested to inform the researcher accordingly and arrange to forward his/her undertaking immediately to enable this office to release first installment of the research grant.

Yours faithfully,

Siddhanta
Assistant Registrar
(Academic Planning & Development)

smog detection & pollution alert system using wireless sensor networks

University of Mumbai



Research Project No:126

NAME OF THE RESEARCHER : Manita Rajput
LECTURE IN : Electronics and Telecommunication
AMOUNT SANCTIONED : Rs.30000/-

Ref No. APD/237/661 of 2019
27th March, 2019

To,
The Principal,
Fr. C Rodrigues Institute of Technology
Sector-9A, Vashi, Navi Mumbai - 400 703

Sub: - Minor Research Grant Project.

Sir/Madam,

I am directed to inform you that the said proposal has been considered by the University and the research grant as quoted above is sanctioned to the researcher.

The sanctioned amount will be disbursed in two installments. The first installment of 40% of the sanctioned amount will be disbursed within the month of March. The remaining 60% amount will be disbursed up to 31st August, 2019.

The researcher is expected to spend 60% amount initially from his/her own resources to carry out the work.

Further, I am to inform you that the researcher will have to utilize the 40% sanctioned amount on or before 31st March, 2019 and submit original bills/vouchers of the expenditure alongwith Utilization Certificate duly certified by the Principal/ Director/ Head/Institute/University Department of the College to the Accounts Section of University.

Please note that 60% balance amount out of sanctioned grant will be released after presentation of your proposal & final approval of the committee. You need to submit utilization certificate after presentation of your research and final approval of 60% grant including bills/vouchers/receipts in original through University Accounts Section.

The report of the research work carried out by the concerned researcher will have to be submitted to the University on or before 31st August 2019.

The Principal/Head of the Institute are requested to inform the researcher accordingly and arrange to forward his/her undertaking immediately to enable this office to release first installment of the research grant.

Yours faithfully,

S. Subramani
Assistant Registrar
(Academic Planning & Development)

Title : Non-Invasive Electroencephalography (EEG) and Magneto Encephalography (MEG) based Thought-to-Speech Mapping.
University of Mumbai



Research Project No:125

NAME OF THE RESEARCHER : Dr. Milind Shah
LECTURE IN : Electronics and Telecommunication
AMOUNT SANCTIONED : Rs. 35000/-

Ref No. APD/237/601 of 2019
27th March, 2019

To,
The Principal,
Fr. C. Rodrigues Institute of Technology
Sector-08A, Vashi, Navi Mumbai - 400 701

Sub: - Minor Research Grant Project.

Sir/Madam,

I am directed to inform you that the said proposal has been considered by the University and the research grant as quoted above is sanctioned to the researcher.

The sanctioned amount will be disbursed in two instalments. The first instalment of 40% of the sanctioned amount will be disbursed within the month of March. The remaining 60% amount will be disbursed up to 31st August, 2019.

The researcher is expected to spend 60% amount initially from his/her own resources to carry out the work.

Further, I am to inform you that the researcher will have to utilize the 40% sanctioned amount on or before 31st March, 2019 and submit original bills/vouchers of the expenditure along with Utilization Certificate duly certified by the Principal/ Director/ Head/Institute/University Department of the College to the Accounts Section of University.

Please note that 60% balance amount out of sanctioned grant will be released after presentation of your proposal & final approval of the committee. You need to submit utilization certificate after presentation of your research and final approval of 60% grant including bills/vouchers/receipts in original through University Accounts Section.

The report of the research work carried out by the concerned researcher will have to be submitted to the University on or before 31st August 2019.

The Principal/Head of the Institute are requested to inform the researcher accordingly and arrange to forward his/her undertaking immediately to enable this office to release first instalment of the research grant.

Yours faithfully

S. S. Sawant
Assistant Registrar
(Academic Planning & Development)

University of Mumbai



Research Project No:81

NAME OF THE RESEARCHER : Prof. Shweta Tripathi
LECTURE IN : Computer Engg.
AMOUNT SANCTIONED : Rs.30000 /-

Ref No. APD/237/601 of 2019
27th March, 2019

To,
The Principal,
Fr. Conceicao Rodrigues Institute of Technology
Sector 9A, Vashi, Navi Mumbai - 400 703

Sub: - Minor Research Grant Project.

Sir/Madam,

I am directed to inform you that the said proposal has been considered by the University and the research grant as quoted above is sanctioned to the researcher.

The sanctioned amount will be disbursed in two installments. The first installment of 40% of the sanctioned amount will be disbursed within the month of March. The remaining 60% amount will be disbursed up to 31st August, 2019.

The researcher is expected to spend 60% amount initially from his/her own resources to carry out the work.

Further, I am to inform you that the researcher will have to utilize the 40% sanctioned amount on or before 31st March, 2019 and submit original bills/vouchers of the expenditure alongwith Utilization Certificate duly certified by the Principal/ Director/ Head/Institute/University Department of the College to the Accounts Section of University.

Please note that 60% balance amount out of sanctioned grant will be released after presentation of your proposal & final approval of the committee. You need to submit utilization certificate after presentation of your research and final approval of 60% grant including bills/vouchers/receipts in original through University Accounts Section.

The report of the research work carried out by the concerned researcher will have to be submitted to the University on or before 31st August 2019.

The Principal/Head of the Institute are requested to inform the researcher accordingly and arrange to forward his/her undertaking immediately to enable this office to release first installment of the research grant.

Yours faithfully,

Shweta Tripathi
Assistant Registrar
(Academic Planning & Development)

University of Mumbai



Research Project No:80

NAME OF THE RESEARCHER : Dr. Lata Ragha
LECTURE IN : Computer Engg.
AMOUNT SANCTIONED : Rs.35900/-

Ref No. APD/237/601 of 2019

27th March, 2019

To,
The Principal,
Fr. Conceicao Rodrigues Institute of Technology
Sector 9A, Vashi, Navi Mumbai - 400 703

Sub: - Minor Research Grant Project.

Sir/Madam,

I am directed to inform you that the said proposal has been considered by the University and the research grant as quoted above is sanctioned to the researcher.

The sanctioned amount will be disbursed in two installments. The first installment of 40% of the sanctioned amount will be disbursed within the month of March. The remaining 60% amount will be disbursed up to 31st August, 2019.

The researcher is expected to spend 60% amount initially from his/her own resources to carry out the work.

Further, I am to inform you that the researcher will have to utilize the 40% sanctioned amount on or before 31st March, 2019 and submit original bills/vouchers of the expenditure alongwith Utilization Certificate duly certified by the Principal/ Director/ Head/Institute/University Department of the College to the Accounts Section of University.

Please note that 60% balance amount out of sanctioned grant will be released after presentation of your proposal & final approval of the committee. You need to submit utilization certificate after presentation of your research and final approval of 60% grant including bills/vouchers/receipts in original through University Accounts Section.

The report of the research work carried out by the concerned researcher will have to be submitted to the University on or before 31st August 2019.

The Principal/Head of the Institute are requested to inform the researcher accordingly and arrange to forward his/her undertaking immediately to enable this office to release first installment of the research grant.

Yours faithfully,

Swawankh
Assistant Registrar

(Academic Planning & Development)

University of Mumbai



Research Project No:71

NAME OF THE RESEARCHER : Dr.Mini Rajeev
LECTURE IN : Electrical Engg.
AMOUNT SANCTIONED : Rs.45000 /-

Ref No. APD/237/681 of 2019
27th March, 2019

To,
The Principal,
Fr. C. Rodrigues Institute of Technology
Agri Technical Education Complex, Sector 9-A, Vashi, Navi Mumbai - 400 703

Sub: - Minor Research Grant Project.

Sir/Madam,

I am directed to inform you that the said proposal has been considered by the University and the research grant as quoted above is sanctioned to the researcher.

The sanctioned amount will be disbursed in two installments. The first installment of 40% of the sanctioned amount will be disbursed within the month of March. The remaining 60% amount will be disbursed up to 31st August, 2019.

The researcher is expected to spend 60% amount initially from his/her own resources to carry out the work.

Further, I am to inform you that the researcher will have to utilize the 40% sanctioned amount on or before 31st March, 2019 and submit original bills/vouchers of the expenditure alongwith Utilization Certificate duly certified by the Principal/ Director/ Head/Institute/University Department of the College to the Accounts Section of University.

Please note that 60% balance amount out of sanctioned grant will be released after presentation of your proposal & final approval of the committee. You need to submit utilization certificate after presentation of your research and final approval of 60% grant including bills/vouchers/receipts in original through University Accounts Section.

The report of the research work carried out by the concerned researcher will have to be submitted to the University on or before 31st August 2019.

The Principal/Head of the Institute are requested to inform the researcher accordingly and arrange to forward his/her undertaking immediately to enable this office to release first installment of the research grant.

Yours faithfully,


Assistant Registrar
(Academic Planning & Development)

University of Mumbai



Research Project No:69

NAME OF THE RESEARCHER : Mahendra S Rane
LECTURE IN : Electrical Engg.
AMOUNT SANCTIONED : Rs.30000/-

Ref No. APD/237/601of 2019
27th March, 2019

To,
The Principal,
Fr. C. Rodrigues Institute of Technology
Ageel Technical Education Complex, Sector 9-A, Vashi, Navi Mumbai - 400 703

Sub: - Minor Research Grant Project.

Sir/Madam,

I am directed to inform you that the said proposal has been considered by the University and the research grant as quoted above is sanctioned to the researcher.

The sanctioned amount will be disbursed in two installments. The first installment of 40% of the sanctioned amount will be disbursed within the month of March. The remaining 60% amount will be disbursed up to 31st August, 2019.

The researcher is expected to spend 60% amount initially from his/her own resources to carry out the work.

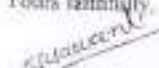
Further, I am to inform you that the researcher will have to utilize the 40% sanctioned amount on or before 31st March, 2019 and submit original bills/vouchers of the expenditure alongwith Utilization Certificate duly certified by the Principal/ Director/ Head/Institute/University Department of the College to the Accounts Section of University.

Please note that 60% balance amount out of sanctioned grant will be released after presentation of your proposal & final approval of the committee. You need to submit utilization certificate after presentation of your research and final approval of 60% grant including bills/vouchers/receipts in original through University Accounts Section.

The report of the research work carried out by the concerned researcher will have to be submitted to the University on or before 31st August 2019.

The Principal/Head of the Institute are requested to inform the researcher accordingly and arrange to forward his/her undertaking immediately to enable this office to release first installment of the research grant.

Yours faithfully,


Assistant Registrar
(Academic Planning & Development)



महाराष्ट्र MAHARASHTRA

© 2018 ©

UM 351302



श्री कोषागार कार्यालय, महासंचालक
मुद्रांक पुस्तक विभाग

08 FEB 2018

श्री कोषागार अधिकारी, महासंचालक

8/2/18

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**FR. C. RODRIGUES INSTITUTE OF TECHNOLOGY, NAVI MUMBAI
AND**

SAINI ELECTRICAL AND ENGINEERING WORKS, NAVI MUMBAI

1. PREAMBLE

Fr. C. Rodrigues Institute of Technology (FCRIT) is one of the leading academic institutions of Mumbai University. It was established in 1994 at Vashi, Navi Mumbai as a part of the Agnel Technical Education Complex by Agnel Ashram Fathers under Agnel Charities Trust. Ever since its inception, in just a short span of time, has established itself as one of the leading Engineering Colleges in Mumbai. This fact is well supported by its excellent results in the University examinations as well as by the extensive facilities provided by the college. This had led to the college being awarded with an 'A' Grade in its very first assessment by the Government of Maharashtra. In addition, National Board of Accreditation (NBA) constituted under clause 10 (V) by AICTE act 1987 awarded accreditation to the College in July 2006, Aug 2012 and reaccreditation in Oct 2018

Cont.....2

SAINI Group of Companies based in Mumbai (India), established in the year 1975 is one of the leading engineering and manufacturing company's with a diverse portfolio of Products, Solutions and Services that includes Manufacture of Rolling Stock Equipment's & Special Purpose Motors, Complete Rehabilitation of Electrical Rotating Machines and Supply of Varnishes & Resin. The Entity is engaged in design, engineering, manufacturing, repair, testing, supply and commissioning of products and services for core sectors of economy i.e. Transportation (Railways), Power generation & Transmission, Oil & Gas, Cement, Steel and Other Processing Industries. The group comprises of two companies – Saini Electrical and Engineering Works and Saini Heavy Electrical and Engineering Works Pvt Ltd with 3 Manufacturing units, 1 Repair unit and 2 regional offices across the country. Their manufacturing facilities and other entities are accredited to Quality Management System - ISO 9001.

This Agreement made and entered into on this 12th day of February 2019 between Agnel Charities' Fr. C. Rodrigues Institute of Technology (hereinafter called FCRIT) situated at Navi Mumbai 400703, an institute affiliated to University of Mumbai and Saini Electrical and Engineering Works situated at MIDC, Pawne, Navi Mumbai, Maharashtra, (hereinafter called "SEEW" which expression shall include its successors and permitted assignees).

2. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. to promote interaction between FCRIT and SEEW in mutually beneficial areas.
- b. to provide a formal basis for initiating interaction between FCRIT and SEEW.

3. PROPOSED MODES OF COLLABORATION

FCRIT and SEEW propose to collaborate through

- a. Consultation, guidance and support from FCRIT to SEEW for the **Design and Development of Electric Vehicle Drive for EV grade Induction Motor (in range of 110 kW)**
- b. Training of SEEW personnel through FCRIT in areas of interest to SEEW.
- c. Any other appropriate mode of interaction agreed upon between FCRIT and SEEW.

The above modes of interaction will be initiated by entering into a agreement between the two parties.

4. FORMS OF DESIGN AND DEVELOPMENT PROGRAM

The form of any of the said R&D, design, consultation, guidance and support for the Design and Development Program (DDP) may include the following:

- a. **In their own existing facilities** - The performance of DDP individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate development facility** - The performance of DDP by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. **Third parties** - The performance of DDP by the Parties together with one or more third parties.

5. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between FCRIT and SEEW will be as set out in Annexure 1.

- 1) Design and Development of Electric Vehicle Drive for EV grade Induction Motor, in the range of 110 kW, (as per the details provided in Annexure 1)
- 2) Technical assistance to develop the manufacturing facility for the SEEW
- 3) Technical assistance to develop the testing facility for the SEEW

Cont.....3

6. AGREEMENTS FOR CONSULTATION AND RESEARCH COLLABORATION

Each Consultation and Research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate 'Consultation & Research Agreement' between the parties, which will describe in detail:

- a. the nature, scope and schedule of the research collaboration.
- b. the form of the research collaboration.
- c. the estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- d. the treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.
- e. other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

7. CONFIDENTIALITY

- a. During and for a period of **Twenty years** from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party
 - is received from a third party having no obligations of confidentiality to the disclosing party,
 - is independently developed by the receiving party; or
 - is required to be disclosed by law or court order.

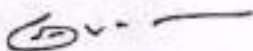
8. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

9. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire **Three years** after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon **30 days** prior written notice to the other party. However, no such early termination or expiry of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 5, 6 and 7 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination/expiry of contract.

Cont.....4



10. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

11. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

12. COSTS OF THE MOU

Each party shall bear the respective costs of carrying out the obligations under this MOU.

13. FORCE MAJEURE

- a. Neither Party shall be liable to the other Party for any failure to perform or delay in performance of its obligations under this Contract caused by a force majeure event as defined by applicable laws and/or case law.
- b. If either Party is affected by a force majeure event, it shall promptly notify the other Party of the nature and extent of the circumstances in question and use all efforts to minimize the effects of the force majeure event.
- c. If the force majeure event continues for more than three (3) months from the day the force majeure event occurred, a Party may terminate this Contract by giving no less than fifteen (15) working days' prior written notice to the other Party.

14. APPLICABLE LAW – DISPUTES

- a. The Contract shall be governed by the laws of India.
- b. If any dispute arising out of or in connection with the present Contract occurs, the Parties shall try to settle it amicably. If the Parties fail to achieve an amicable resolution thereof within a period of three (3) months from the date of dispute, then the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with the said Rules of Arbitration and be binding upon the Parties.
- c. The arbitration proceedings shall be conducted in English and the award shall be rendered in English. The place of arbitration shall be Mumbai.
- d. If any dispute arising out of or in connection with the present Contract occurs, the Parties shall try to settle it amicably. If the Parties fail to achieve an amicable resolution thereof within a period of three (4) months from the date of dispute, then either Party may submit the dispute to the competent courts of Mumbai, Maharashtra which shall have exclusive jurisdiction to irrevocably settle the dispute.

Cont.....5

15. SIGNED IN DUPLICATE

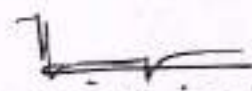
This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of on behalf of

Fr. C. Rodrigues Institute of Technology
Vashi, Navi Mumbai

Saini Electrical and Engineering Works,
Pawne, Navi Mumbai



Name: Dr. Sushil Thale

Name: Jaipreet Singh Saini




Title: Dean (R&D)

Title: Head - Rail Business

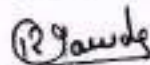
Date: 12th Feb 2019

Date: 12th Feb 2019

Witness:


(Ashish Hiral)

Witness:


(Reshma Tawde)





उप कोषागार कार्यालय, उल्हासनगर
मुद्रांक पुरवठा विभाग

08 FEB 2019

उप कोषागार अधिकारी, उल्हासनगर

MUTUAL NON-DISCLOSURE AGREEMENT

This non-disclosure agreement ("Agreement") is by and between The Fr.C. Rodrigues Institute of Technology (herein after referred to as "FCRIT") having its address at Vashi, Navi Mumbai 400703 and Saini Electrical and Engineering Works (hereinafter referred to as "SEEW") a corporation having a business address at Pawane, Navi Mumbai, on 12th February 2019 being the date when this agreement comes into force.

I. RECITALS

A. SEEW and FCRIT wish to exchange certain information pertaining to **Design and Development of the Electric Vehicle Drive (Inverter with Auxiliary and interface) for EV grade Induction Motor, in the range of 110 kW**. This exchange includes all communication of information between the parties in any form whatsoever, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential.

B. FCRIT and SEEW wish to exchange the information for the sole purpose of **researching the Electric Vehicle Drive Technology** and each party regards certain parts of the Information it possesses to be secret and desires to protect those parts from unauthorized disclosure or use (such secret parts being hereafter collectively referred to as "Information").

Cont.....2

C. FCRIT and SEEW are willing to disclose Information (as "Disclosing Party") and receive Information (as "Receiving Party") as the case maybe, on the terms and conditions set forth herein.

II. AGREEMENT

In furtherance to the above mentioned, FCRIT and SEEW agree to the following:

1. The Receiving Party will:
 - a. Not disclose Information of Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as Receiving Party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care; due diligence will be taken by both parties in maintenance of confidential information.
 - b. Use the Information only for the above-mentioned purpose;
 - c. Restrict disclosure of the Information of the Disclosing Party solely to those employees of Receiving Party having a need to know such Information in order to accomplish the purpose stated above;
 - d. Advise each such employee, before he or she receives access to the Information, of the obligations of Receiving Party under this Agreement, and require each such employee to agree to maintain those obligations.
 - e. Within fifteen (15) days of notice furnished by either party, the party receiving such notice shall return to the other Party all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to the other Party, in writing, the destruction of such materials.
2. This Agreement imposes no obligation on Receiving Party with respect to any portion of the Information received from Disclosing Party which
 - a. was known to Receiving Party prior to disclosure by Disclosing Party,
 - b. is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
 - c. is or becomes generally known or publicly available other than by unauthorized disclosure,
 - d. is independently developed by Receiving Party or
 - e. is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.
 - f. is required by law or decree.
3. The Information shall remain the sole property of Disclosing Party.
4. Neither Disclosing party makes any representation with respect to and does not warrant any information provided under this agreement, but shall furnish such in good faith. Without restricting the generality of the foregoing, neither Disclosing party makes any representations or warranties, whether written or oral, statutory, express or implied with respect to the information which may be provided hereunder, including without limitation, any warranty of merchantability or of fitness for a particular purpose. Neither Disclosing party shall be liable for any special, incidental or consequential damages of any nature whatsoever resulting from receipt or use of the information by the receiving party.

Cont.....3

5. Neither the execution of this Agreement nor the furnishing of any Information hereunder shall be construed as granting either expressly or by implication, any license under or title to any invention, patent, copyright, trademark or trade name now or hereafter owned by or controlled by the party furnishing the Information.
6. The Receiving Party will not export, directly or indirectly, any technical data acquired from Disclosing Party or any product utilizing any such data to any third party, without first obtaining approval of the Disclosing Party.
7. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred (subject to contract).
8. The obligation of this Agreement shall be continuing for a period of **Twenty** years after the disclosure has been made. However, FCRIIT is free to use the Information (only concepts) solely for the purpose of teaching after a period of **Ten** years.
9. This Agreement can be terminated on thirty (30) days written notice by either party. However, Receiving Party's obligations of confidentiality and restrictions on use of the Information disclosed by Disclosing Party shall survive termination of this Agreement.

This agreement will be construed and governed in accordance with the laws of India. Any dispute arising out or in connection with the agreement shall be settled within the jurisdiction of Mumbai courts.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

For
Fr. C. Rodrigues Institute of Technology, Vashi

Name : Dr. Sushil Thale
Designation Dean (R&D)
Date :

Witness:


(Arjun Hande)



For
Saini Electrical and Engineering Works
Pawane, Navi Mumbai

Name : Jaipreet Singh Saini
Date : 12th February 2019

Witness: R. Gawde
(Reshma Gawde)





महाराष्ट्र MAHARASHTRA

© 2018 ©

UM 351305



उप कोषागार कार्यालय, उदहासलगर
मुद्रांक पुरवठा विभाग

08 FEB 2019

उप कोषागार अधिकारी, उदहासलगर

8/2/19

RESEARCH and DEVELOPMENT AGREEMENT

This Agreement is made and entered into as of **Research & Development Agreement** by and between **Saini Electrical and Engineering Works**, a Firm incorporated under the Companies Act 1956 and having its office at **Pawne, Navi Mumbai**, hereinafter referred to as '**SEEW**', of the **FIRST PART**,
AND

Fr. C. Rodrigues Institute of Technology, an educational institution in engineering disciplines Vashi, Navi Mumbai-400 703, India, hereinafter referred to as '**FCRIT**', of the **SECOND PART**. **SEEW** and **FCRIT** are collectively referred to herein as '**Parties**'.

Whereas **SAINI Group of Companies** based in Mumbai (India), established in the year 1975 is one of the leading engineering and manufacturing companies with a diverse portfolio of Products, Solutions and Services that includes Manufacture of Rolling Stock Equipment's & Special Purpose Motors, Complete Rehabilitation of Electrical Rotating Machines and Supply of Varnishes & Resin.

Whereas **FCRIT** is among the premier education institutions in India engaged in higher learning, research and development.

Cont.....2

⑤ -

Whereas both Parties hereto have agreed to jointly work on Projects in topics of mutual interest as defined below and develop Products under terms and conditions mutually agreed upon by the Parties
and

Whereas the Parties desire to record the broad terms and conditions that are jointly accepted and agreed to in this Agreement as contained hereunder.

1. DEFINITION

- (a) 'Projects' shall mean and include the individual Projects under the Agreement, the terms and conditions for execution of each of which shall be jointly agreed upon, in writing.
- (b) 'SEEW know-how' shall mean and include all know-how of methods, material, software, designs, patterns, formats, proprietary technical literature, and information developed, owned and provided by SEEW, which are required for the Projects.
- (c) 'FCRIT know-how' shall mean and include all know-how of methods, material, software, designs, patterns, formats, proprietary technical literature, and information developed, published or otherwise owned and provided by FCRIT, which are required for the Projects.
- (d) 'Project Know-how' shall mean and include all know-how of methods, material, software, designs, patterns, formats, proprietary technical literature, and information developed, published or otherwise developed during the course of project and for the project.
- (e) 'SEEW Personnel' shall mean the personnel or research and development engineers of the Company deputed for the Projects.
- (f) 'FCRIT Personnel' shall mean the faculty members and / or scientists and / or students and / or staff of FCRIT deputed for the Projects.
- (g) 'Principal Investigator' shall mean the individual, employee of FCRIT, having the responsibility of conducting and supervising the Project(s) under this agreement.
- (h) 'Co-Investigator' shall mean the individual(s) participating in the Project(s) under the supervision of Principal Consultant/ Investigator, including, but not limited to, students, employees, representatives, and agents.
- (i) 'Project Consultant/ Investigator Team' shall comprise the Principal Consultant/Investigator and the Co-Investigators participating in the Project(s) under this agreement.
- (j) 'Products' shall mean the results, software, hardware or other deliverable generated as a result of work to meet the objectives of the Projects funded by SEEW.
- (k) 'SEEW - FCRIT Research & Development Programme' shall mean the activities envisaged under this Agreement.

2. ITEMS / AREAS OF COLLABORATION AND PROJECT CONSULTANT.

The parties agree to collaborate in the following said items/areas:

Design and Development of the Electric Vehicle Drive (Inverter with Auxiliaries and interface) for EV grade Induction Motor, in the range of 110 kW. Following will be the identified major milestones for the project:

- (A) Design of complete assembly and subassemblies with BOM
- (B) Fabrication of first prototype system
- (C) Mathematical modelling, control loops design and controller coding
- (D) Testing and performance analysis of the prototype in the lab
- (E) Revision of the design and preparation for the final assembly in vehicle
- (F) Assisting in Validation of the performance of the drive with ARAI or similar authorities.
- (G) Documentation and handover of the project

Dr. Sushil Thale, Professor and Dean (R&D) will be the Principal Consultant/ Investigator for the FCRIT

Cont.....3

3. SCOPE OF AGREEMENT

SEEW and FCRIIT shall work jointly to carry out Project in the above said items / areas for developing Products and with specific objectives, terms & conditions to be jointly agreed under the Agreement.

4. ACTIVITIES AND OBLIGATIONS OF COMPANY

- (a) SEEW shall be responsible for providing the funds required for the Project, SEEW may depute appropriate SEEW personnel to participate in the Projects, as per mutual agreement.
- (b) SEEW will provide know-how, specifications, which may be deemed necessary for the Projects.
- (c) SEEW shall take reasonable steps to prevent FCRIIT know-how & Project know-how, which are meant only for the purpose of conducting the Project, from unauthorised usage or falling into unauthorised hands. SEEW shall ensure that SEEW personnel working on projects sign appropriate non-disclosure agreements to prevent unauthorised usage or disclosure of materials or information received under this Agreement.

5. ACTIVITIES AND OBLIGATIONS OF FCRIIT

- (a) FCRIIT shall strive to complete the activities in the said items/areas and deliver the Product to SEEW as per the individual Project objectives and schedules as agreed upon.
- (b) FCRIIT shall take reasonable steps to prevent SEEW know-how & Project know-how, which are meant only for the purpose of conducting the Project(s), from unauthorised usage or falling into unauthorised hands. FCRIIT shall ensure that FCRIIT personnel and the Project Investigator Team working on Projects sign appropriate non-disclosure agreements.

6. FINANCIAL AND OTHER ARRANGEMENTS

The consideration payable to FCRIIT for individual Project cost and the schedule of payment would be as mutually agreed upon for the Project. Any other Project related payment will be as per mutual agreement given in writing. Financial arrangements related to Intellectual Property Rights sharing will be as spelt in clause 11.

7. ASSIGNMENT

The Parties hereto shall not transfer or assign any of their rights and obligations under this Agreement to any other party without obtaining prior consent in writing from other Parties hereto.

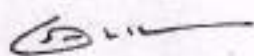
8. TERM / DURATION

This Agreement shall be initially valid for a period of **18 months** from the date of signing of this agreement. The Parties may extend the term of this Agreement for additional periods as desired under mutually agreeable terms and conditions which shall be reduced to writing and signed by the Parties. Expiry of the agreement shall not relieve parties of its obligations accrued prior to such expiry, under the project. The obligations set out in clause no. 11 shall survive the expiry of this agreement.

9. TERMINATION

Any of the Parties may terminate this Agreement by serving a written notice on the other Parties **one** month prior to the intended date of termination provided that the termination by either of the parties shall not relieve that party of its obligations accrued prior to such termination, under a specific Project. The obligations set out in clause no. 11 shall survive the termination of this agreement.

Cont.....4



10. NOTICES

All communications by SEEW involving financial, administrative and other matters shall be sent to Dean R&D, FCRIT. All information of scientific and technical nature may be exchanged directly between the Project Investigator from FCRIT and appropriate SEEW personnel as identified in writing, for the Project concerned.

11. INTELLECTUAL PROPERTY AND COMMERCIAL RIGHTS

(a) Title to all inventions, discoveries or developments made solely by FCRIT inventors which are not in the scope of this project as defined in clause 2, shall reside in FCRIT; title to all inventions, discoveries and developments made solely by SEEW inventors resulting from the Research & Development Programme shall reside in SEEW; title to all inventions, discovery, development or other intellectual property including but not limited to copyrights, patents and industrial designs made jointly by FCRIT and SEEW resulting from the Research & Development Programme shall reside in SEEW.

(b) Any modification / further development of the Results obtained from the Projects under this agreement, by the SEEW shall be done with the explicit written consent of FCRIT.

12. CONFIDENTIALITY

(a) It may be necessary for FCRIT and SEEW to disclose to or exchange with each other proprietary information relating to FCRIT know-how and SEEW know-how, which are confidential and proprietary. The disclosing party shall advise authorised personnel of the receiving party appropriately regarding the confidential nature of the information disclosed. The Party receiving such confidential or proprietary information shall not, unless specifically permitted in writing by the Party providing the said information, disclose in whole or part any such confidential or proprietary information or divulge any information thereon to any person other than its Personnel for fulfilling the purpose of this Agreement. The disclosure to any such Personnel as aforesaid, of any such confidential or proprietary information, shall be in confidence and only to the extent necessary for carrying out the obligations herein.

(b) The obligations of confidentiality set forth above shall be applicable for **Twenty** years from the expiry/termination of the relevant Agreement

(c) The obligations of confidentiality however shall not apply to information that:

- i. is not disclosed in writing or reduced to writing and marked with appropriate confidentiality legend within thirty (30) days after disclosure;
- ii. is already in the recipient party's possession at the time of disclosure;
- iii. is or later becomes part of the public domain through no fault of the recipient party;
- iv. is received from a third party having no obligations of confidentiality to the disclosing party;
- v. is independently developed by the recipient party; or
- vi. is required by law or regulation to be disclosed.

13. ARBITRATION, APPLICABLE LAW AND JURISDICTION

(a) Any disputes between the parties shall be resolved by mutual discussions. Unresolved disputes, if any, shall be subject to resolution by a panel consisting of the Dean R&D, FCRIT, who shall represent FCRIT, and Chairman / Managing Director, SEEW, who shall represent SEEW. If the dispute cannot be resolved by the said panel, the matter shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Mumbai. The decision of the arbitrator shall be binding on both parties

(b) This agreement shall be governed by the Laws of India and subject to the jurisdiction of Courts in Mumbai.

Cont.....5

14. CONSULTATION AND DEVELOPMENT CHARGES

SEEW will pay consultation & development fees of **INR 10 Lacs + taxes** for the period of **12th Feb 2019 – 11th Aug 2020**. This will be paid on mutually agreed terms. Any travelling/ lodging / boarding expenses incurred for execution of project for the FCRIIT staff beyond the jurisdiction of Mumbai will be borne by SEEW provided the prior approval is obtained by SEEW.

Cost of the components and other related hardware requirement for the preparation of the prototype will be borne by SEEW (at actual). The estimated cost towards these components and related hardware will be INR 12 Lacs.

15. GENERAL

(a) The terms and Conditions for publication of the research results in journals / conferences, and / or patenting or copyrighting the Products shall be mutually agreed upon.

(b) Any addition, deletion and / or alteration to this Agreement may be effected with a written agreement of all the Parties to this Agreement concerning the amendments. A document containing the additions, deletions and/or alterations, and signed by all Parties hereto, shall form an annexure to and be deemed to be a part of this Agreement.

(c) The headings of various clauses herein are inserted for convenience of reference and are not deemed to affect the meaning or construction of relative provisions.

(d) FCRIIT will have the right to continue to utilise the intellectual property generated as part of the R&D work carried out under this project for its research and for teaching purposes limited to the concepts, after a period of Ten Years from the date of completion of the project.

(e) This Agreement and its Appendices constitute the entire agreement among the Parties' and supersede all other representations, understandings or communication whether written or verbal, with respect to the subject matter hereof.

16. FORCE MAJEURE

Neither party shall be held responsible for non-fulfilment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Strikes not confined to the premises of the party, Lockouts beyond the control of the party claiming force majeure, Epidemics, Riots, Civil Commotions etc. provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respect; hands and seal on 12th February 2019 herein above mentioned.

For

Fr.C. Rodrigues Institute of Technology, Vashi

Name: *Dr. Sushil Thale*

Title: *Dean (R&D)*

Date: *12th Feb 2019*

Witness:

(Ashish K. ...)



For

**Saini Electricals and Engineering Works,
Pawane, Navi Mumbai**

Name: *JAI PREET SINGH SAINI*

Title: *Head - Rail Business*

Date: *12th Feb 2019*

Witness:

(Reshma Tawde)



3.1.163.13

Ref : FCRIIT / CPRJ / 06 / 2017-18

DEVELOPMENT AGREEMENT

BETWEEN

**LEMON STREET VENTURES PRIVATE LIMITED
NAVI MUMBAI**

AND

**FR. C. RODRIGUES INSTITUTE OF TECHNOLOGY (FCRIIT)
NAVI MUMBAI**

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made on this [1st] day of FEBRUARY 2018

Between:

- (i) **Lemon Street Ventures Private Limited** operating as **Tyre Express**, a company incorporated under the Companies Act 2013, and having its registered office at 201, FloorNo - 2, Plot No - 4, Priyanka Heritage CHSL, Sector-16A, Sanpada, Navi Mumbai, Thane, Maharashtra, 400705. (hereinafter referred to as "**Company**" which expression shall, unless repugnant to the context and meaning thereof mean and include its successors and permitted assigns) of the First Part; and
- (ii) **Fr. C. Rodrigues Institute of Technology, Sector 9A, Vashi, Navi Mumbai, India 400 703**, a premier educational institution in engineering disciplines, hereinafter referred to as '**Advisor**', of the Second Part.

The Company and the Advisor are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS

- A. The Company is *inter alia* engaged in the business of tyre tracking and performance management of tyres and is working on a commercially viable **device to track tyres ("Product")**;
- B. The Advisor has represented that he has the relevant experience and qualifications to develop the Product.
- C. Relying on such representations and after scrutinizing the Advisor's profile, understanding based on several discussions and an impersonal meeting, the Company has agreed to appoint the Advisor for providing the Services;
- C. Accordingly, the Parties hereto are executing this Agreement setting out the terms and conditions upon which the Advisor shall provide the Services (as defined below) to the Company.



[Handwritten signature]

FOR, LEMON STREET VENTURES PVT. LTD.

[Handwritten signature]
DIRECTOR



NOW THEREFORE, IN CONSIDERATION OF THE PREMISES, MUTUAL PROMISES AND COVENANTS SET FORTH HEREINAFTER, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Appointment and Provision of Services

- 1.1 The Company appoints the Advisor to provide the Technical Services specific to its development of Vehicle Diagnostics platform, subject to the terms and conditions contained in this Agreement.
- 1.2 Advisor shall try and assist Company in further development of the Product as outlined in Clause 2 below.

2. Scope of work

- 2.1 For the purposes of this Agreement, the expression "Services" shall mean the following:

- (i) The objective of the scope is Advisory oriented. Hence the engagement of the Advisor will primarily be that of Review and Advise. The Company currently does not envisage any independent and/ or joint research and development by the Advisor. If a need for any independent and/ or joint research and development arises the Company will suitably discuss with the Advisor and review the scope accordingly.
- (ii) Review of Company's technical development. The Company shall share suitable technical design and Product development materials including but not limited to codes, algorithms, circuit designs, prototype design, etc. as the need be.
- (iii) The advisor will advise the Company to rectify, change or improve the design development based on inputs from the Company.

- 2.2 Based on discussions with the Advisor, **Dr. Sushil Thale (Dean R&D) Fr. C. Rodrigues Institute of Technology** will represent the advisor to execute the defined services in the clause 2.1. Also it has been mutually agreed upon that the Dr.Thale will spend 8 hours per month to assist the Company.

3. Date of Commencement and Term

- 3.1 This Agreement shall come into force from the date of its execution and shall remain in force for a period of 12Months from the date of its execution, unless terminated earlier in accordance with Clause 7 of this Agreement (hereinafter referred to as "Term"). The Agreement shall be reviewed after a period of 6 months from the date of execution for any changes in scope and fees. Any changes, additions or modifications to the agreement shall be as per mutual understanding.

4. Fee and Payment

FOR, LEMON STREET VENTURES PVT. LTD.

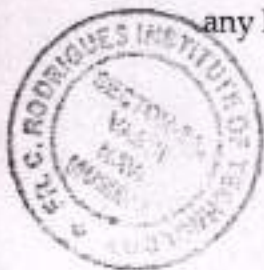
DIRECTOR



- 4.1 In consideration of the performance of Services under this Agreement, the Company shall pay the Advisor a ("Fee") of INR 10,000/- (Rupees Ten thousand only) per month. Payment shall be made between 1st to 5th of every month to the designated bank account by the Advisor. The Advisor will provide the Invoice for the same.
- 4.2 Cost of components for product development will be borne by the Company. Any expenses that the Advisor may incur in rendering the Services, shall be reimbursed by the Company upon the Company's prior written approval specifically for allowing such expenses, and upon production of documentary proof ("Reimbursement").
- 4.3 The Company has no liability to make any payments whatsoever to the Advisor, other than the Fee and the Reimbursement (for travel or any project related procurements upon prior approval) in accordance with the terms and conditions of this Agreement.
- 4.4 The Company shall provide all hardware and any other material required by Advisor to develop the Product

5. Intellectual Property Rights

- 5.1 "Intellectual property rights" means any and all rights over the patents, copyrights, trademarks, service marks, trade secrets filed and registered for the inventions, designs, specifications, developments, methods, processes, know how, techniques, algorithms, computer software and code, and any of their tangible embodiments, whether registrable or not ("IPR").
- 5.2 The Advisor acknowledges and accepts that ownership of all IPR over the Product and Services as developed by the Company during the duration of this Agreement, shall vest in the Company, and the Company alone. The Advisor shall have no rights or licenses in the IPR of the Product and the Services.
- 5.3 The Advisor acknowledges and accepts that he will promptly disclose to the Company in writing, all information relating to all IPR relating the Product and Services. The Advisor agrees not to use the IPR or disclose any knowledge of the IPR so obtained while developing the Product or providing the Service to any entity other than the Company.
- 5.4 The Advisor shall not institute any action or suit at law or in equity against the Company, nor institute, prosecute or in any way, aid in the institution or prosecution of any claim, demand, action, or cause of action arising out of the ownership of the IPR of the Product/Services or cause of action for invalidating any IPR of the Company.



Handwritten signature

FOR, LEMON STREET VENTURES PVT. LTD.

Handwritten signature
DIRECTOR



6. Non-Compete Obligations

6.1 In consideration of the Company agreeing to enter into this Agreement, the Advisor agrees and covenants with and undertakes to the Company to undertake the following non-compete obligations:

- (i) The Advisor shall commit sufficient time, attention and energies in rendering the Services and shall not engage in and/or undertake any other activity directly or indirectly competing with the business of the Company during the Term and for a period of 2 years after the expiry of the Term. Competitive activity and/or competition shall mean and include, but not be limited to, being associated with any business and/or activity which is competitive to the business interest of the Company, either as an owner, shareholder, holder of business interest, consultant or advisor;
- (ii) The Advisor shall not use the Confidential Information or IPR of the Company for any purpose except for the provision of Services under this Agreement. The Advisor shall not in any manner assist, directly or indirectly, development of any device which is similar to Product.

7. Termination

7.1 The Company and the Advisor shall have the right to terminate this Agreement, without assigning any reasons, by serving a written notice of not less than 15 days, on the Advisor. However, in the event the Advisor is in breach of any of the terms and conditions of this Agreement, the Company shall, without prejudice to any other rights, have the right to terminate this Agreement forthwith by written notice.

7.2 This Agreement shall expire automatically upon expiry of the Term. The Parties may, upon terms and conditions to be mutually agreed, extend and/or renew the Term for such further period or periods, as may be mutually agreed.

8. Confidentiality

8.1 The Advisor shall during the Term and after termination keep confidential all Confidential Information, which the Advisor may acquire in relation to the Services and shall not use or disclose such information except with the consent of the Company. The restrictions in this Clause 8.1 shall not apply to any information:

- (A) Which is at the date of this Agreement publicly available other than through breach of this Agreement;
- (B) Which was known to the Advisor, as evidenced by written records, prior to it receiving such confidential information;
- (C) Which subsequently comes lawfully into the possession of the Advisor by a third party which did not require any obligation of confidentiality; or



FOR, LEMON STREET VENTURES PVT. LTD.

[Signature]
DIRECTOR



(D) Which is disclosed in accordance with the requirements of law, any Governmental authority or any binding judgment, order or requirement of any court or other competent authority.

8.2 The Advisor shall return all design and Product development materials including but not limited to codes, algorithms, circuit designs, prototype design, etc. as well as all other material, documentation and other media (whether original, copy or in other forms), data, information, whether stored manually or electronically relating to the Services within 7 days after termination of the Agreement or upon completion of Services, whichever is later.

8.3 For the purpose of this Clause "Confidential Information" means all the information of a confidential nature disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by the Company to the Advisor whether before or after the date of this Agreement, including without limitation technical and business information relating to the Company's proprietary ideas, patentable ideas, copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

8.4 For maintain security of information and confidentiality, all official communication over email will be with the use of an official email id provided by the Company to the Advisor. No communication with third parties, unrelated to work may be done using the email ID provided. No representation as an Employee of the Company or any other form of misuse may be done using the Company provided email ID.

9. Relationship

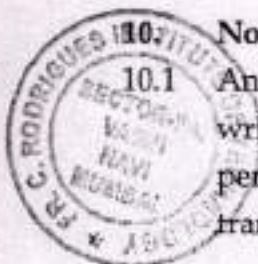
9.1 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Parties or creates an agency relationship. No party shall enter or have the authority to enter any engagement or make any representation or warranty on behalf of or otherwise bind or oblige the other Party hereto.

Notices

10.1 Any notice or other communication required to be given hereunder shall be in writing and shall be sufficiently given to the party to be served if delivered personally or sent by registered or recorded delivery post or by facsimile transmission (receipt confirmed) or by email as follows:

FOR, LEMON STREET VENTURES PVT. LTD.

DIRECTOR



If to the Company, addressed to:

dw@tyreexpress.co.in , bks@tyreexpress.co.in, vp@tyreexpress.co.in

Attention: Dinesh Wakale, Brijesh Shukla, Vinit Palkar

If to Advisor, addressed to:

sushil.thale@fcrit.ac.in, principal@fcrit.ac.in

Attention: Dr. Sushil Thale, Dr. S. M. Khot

Any notice served by email as aforesaid shall be deemed served on the earlier of actual receipt or the expiry of 3 days after posting, or upon transmission if served by facsimile.

11. Governing Law, Dispute Resolution and Jurisdiction

- 11.1 This Agreement shall be governed by, and be construed in accordance with the laws of Mumbai.
- 11.2 Any claim, dispute, or controversy arising out of, or in relation to, this Agreement, the interpretation thereof, the activities performed hereunder, or the breach thereof, which cannot, within a reasonable time, be satisfactorily resolved by mutual understanding between the Parties, shall be finally settled through arbitration.
- 11.3 The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually appointed by the Parties. The venue of arbitration shall be in Mumbai and the arbitration proceedings shall be conducted in the English language. The Parties mutually agree that the arbitration award shall be final and binding on the Parties.
- 11.4 Subject to Clause 11.2, The Parties submit to the jurisdiction of the Courts in Mumbai.


12. Headings

- 12.1 The headings in this Agreement are for the convenience of reference only, and shall not be deemed to define or limit any of the terms, conditions, or provisions of this Agreement.

13. Severability

The Parties agree that if any of the provisions of this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired. Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith to agree the terms of a mutually satisfactory provision, achieving as nearly as

FOR, LEMON STREET VENTURES PVT. LTD.


DIRECTOR



possible the same commercial effect, to be substituted for the provision so found to be void or unenforceable.

14. Entire Agreement

14.1 This Agreement sets forth the entire agreement and understanding between the Parties and supersedes any previous arrangements between the Parties, whether oral or in writing and no party has relied on any representation of any other save for any representation expressly set out herein.

15. Assignment

15.1 The Company shall at any time during the continuance of this Agreement have the absolute right to assign this Agreement to any of its affiliates, nominees, subsidiaries and/or related entities. The Advisor shall not be entitled to assign its rights and obligations hereunder to any other person, without the prior written consent of the Company.

16. Waiver of Rights

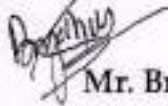
16.1 No waiver by a Party of a failure to perform any provision of this Agreement shall operate or be construed as a waiver in respect of any other or further failure whether of a like or different character.

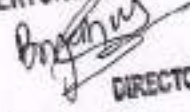
17. Amendments

17.1 This Agreement may be amended only by an instrument in writing signed by the Parties to this Agreement.


IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS THE DAY AND YEAR FIRST HEREINABOVE STATED.

SIGNED AND DELIVERED BY Company

By:  Mr. Brijesh Shukla
Designation: DIRECTOR - LEMON STREET VENTURES PRIVATE LIMITED
Date: 01/02/18

FOR, LEMON STREET VENTURES PVT. LTD.

DIRECTOR

SIGNED AND DELIVERED BY ADVISOR

BY: Dr. S. M Khot 
Designation: PRINCIPAL - Fr. C. RODRIGUES INSTITUTE OF TECHNOLOGY
Date: 01/02/2018



