भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

தமிழ்நாடு TAMILNADU 01 FEB 2020 BY 719118

FORD INDIA Pvt. LTD.,
MARAIMALAI NAGAR,

D. MANI
BAZAAR - S.V
L.No: 1761-B1-87
Chengalpattu (T.N)

THIS UNDERTAKING-CUM-INDEMNITY is executed at Chennai on 23rd Jan 2020.

BY HINDUSTHAN COLLEGE OF ENGINEERING AND TECHNOLOGY, having its College at Othakkalmandapam, Coimbatore 641 032, represented by its authorized signatory **Dr. Priya Satish Prabu**, **Joint Secretary** (hereinafter referred to as "HCET" which expression shall, unless it be repugnant to the subject or context thereof, include its successors in interest and permitted assigns) of the ONE PART.

For FORD INDIA PRIVATE LIMITED
Authorised Signatory

For FORD INDIA PRIVATE LIMITED
Authorised Signatory

For Hindusthan College of Engineering and Technology
Authorised Signatory

TO AND IN FAVOUR OF

FORD INDIA PRIVATE LIMITED, a company incorporated under the Indian Companies Act, 1956 (1 of 1956), and having its Registered Office at S.P.Koil Post, Chengalpattu – 603 204, Kancheepuram District, Tamil Nadu (hereinafter referred to as "FORD", which expression shall, unless it be repugnant to the subject of context thereof, include its successors in interest and permitted assigns) of the OTHER PART.

The terms HCET and FORD wherever the context so permits or requires are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS, HCET is engaged in imparting education and training in different disciplines to its students.

WHEREAS, FORD engaged in the business of manufacture, sale and service of the FORD range of Automobiles, is desirous of donating a few used cars such as completely built units of various models, cut open cars, scrap cars and few Diesel and Gasoline Engines (hereinafter collectively referred to as "**Equipment's**"), of various capacities, to Government and Private Institutions and Engineering Colleges for the purpose of imparting training to their students.

WHEREAS, HCET has requested FORD to donate some Equipments for demonstration purposes so as to impart training to their students and to familiarize the students with modern technology in cars and engines, and FORD

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has offered the Equipment's for this purpose. The Equipment's are more fully described in the schedule written hereunder,.

Pursuant to the above, it is necessary for FORD to obtain an Undertaking-cum-Indemnity from HCET, declaring that the HCET will use the Equipments inside the premises of the HCET only for the purpose of demonstration so as to impart training to its students and had agreed to execute an Undertaking-cum-Indemnity in favor of FORD as set out hereunder.

NOW THIS UNDERTAKING-CUM-INDEMNITY WITNESSETH AND IT IS HEREBY AGREED AND UNDERTAKEN BY THE HCET AS FOLLOWS:

In consideration of FORD agreeing to offer Equipments, as detailed in the schedule to HCET at the request of HCET, HCET hereby agrees, undertakes and indemnifies FORD as follows:

a) HCET fully undertakes that the Equipments offered by FORD will be used only inside the premises of HCET or the limited purpose of demonstration to impart effective training to the students of HCET to learn the latest technologies and will not be used in any other place including on any private or public road, for any purpose whatsoever including commercial purpose. It is understood by the HCET that the cars comprising the

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Equipment's are not roadworthy and cannot be registered as vehicles that can be used for transport and commute.

b) HCET acknowledges and agrees to the condition that the Equipment's offered by Ford is on a as is where is condition and will not carry any warranty. Ford is not responsible for any maintenance or repair of the Equipment's.

c) HCET further undertakes that the engines offered by FORD as part of the Equipment's will not be fixed or used in any vehicles intended for any purpose including transportation of any kind of whatsoever nature on any road and within premises of HCET.

d) HCET fully undertakes that the Equipments will not be sold, let on hire to any one and the same will be used for only for educational and training purposes within the premises of HCET until the Equipment's are dismantled and scrapped.

e) HCET would be fully responsible and liable and shall indemnify and keep FORD indemnified from and against all expenses, costs, damages, losses, etc., that FORD may suffer or be put to as a result of breach of this

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Undertaking committed by HCET. Violation of any applicable laws, rules & regulations as may arise on account of use of Equipment's by HCET or any injury / accidents caused to any persons during demonstration, training, teaching or class, and also as long as when the Equipments are kept within the premises of HCET or any road accidents resulting in loss of lives or damages to any third party, property or other reasons.

Binding Arbitration:

The parties agree that all claims, disputes and other matters in question between them, arising out of or related to this Agreement, whether sounding in contract, tort, statutory causes of action, or other causes of action whatsoever, shall be decided by binding arbitration in Chennai, India in accordance with the Arbitration and Conciliation Act, 1996, by a sole Arbitrator Appointed in accordance with the said Act. The Award rendered in such Arbitration shall be final and binding on the parties. The Award shall be Enforced through a court of competent jurisdiction. This Agreement shall not be construed as consent to arbitrate any dispute with any person who is not a party to this Agreement.

Governing Law & Jurisdiction:

This Agreement shall be governed by the laws of India and the exclusive jurisdiction will be the courts of Chennai.

This Undertaking-cum-Indemnity shall be in full force and operation until the

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Equipments are fully dismantled and scrapped. HCET will also ensure that the scrapping process is done in a proper manner and will take all necessary steps to curb any parts of the Equipment's are sold/ reused in the aftermarket.

IN WITNESS WHEREOF, We, HCET College through **Dr. Priya Satish Prabu** (Joint Secretary) its authorized signatory has executed this Undertaking-cum-Indemnity on the day, month and year first above written.

For and on behalf of

Hindusthan College of Engineering and Technology,

Coimbatore 641032.

Dr. Priya Satish Prabu

Title : Joint Secretary

SCHEDULE/ VEHICLE DETAILS

Physical VIN	Logical VIN	Vehicle Specification
MAJ6S3JLXKC246933	JB76946	2.0L GDI, 6 SPD AUTO TRANS 6F MID-RANGE, SES, LHD, Blue lightning, USA

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