



தமிழ்நாடு தமில்நாடு TAMILNADU 22 FEB 2019

BT 948984




FORD INDIA PVT LD  
MM NAGAR

J. MANI  
BAZAR - S.V  
No: 1761-B1-87  
Chengapattu (T.N)

THIS UNDERTAKING-CUM-INDEMNITY is executed at Chennai on 30<sup>TH</sup> March 2019.

BY SSM INSTITUTE OF ENGINEERING AND TECHNOLOGY, DINDIGUL-PALANI HIGHWAY, DINDIGUL 624 002, DINDIGUL Dt. TAMILNADU, INDIA represented by its authorized signatory Dr.M.SARAVANAN, PRINCIPAL (hereinafter referred to as "Recipient" 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.

  
Dr. M. Saravanan M.E. Ph.D.  
Principal  
SSM Institute of Engineering and Technology  
Kuttathupatti Village, Sengalapuram, Palani  
Dindigul-624 002

For FORD INDIA PRIVATE LIMITED

  
(Authorized 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 Recipient and FORD wherever the context so permits or requires are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS, Recipient 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.

  
**Dr. M. Saravanan** M.E. Ph.D.,  
 Principal  
 SSM Institute of Engineering and Technology,  
 Kuttalupattu Village, Sindhayandu (Po),  
 Dindigul-624 002

For FORD INDIA PRIVATE LIMITED  
  
**Authorized Signatory**  
 (Authorized Signatory)

WHEREAS, Recipient 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 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 Recipient declaring that the Recipient will use the Equipments inside the premises of the Recipient 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 Recipient AS FOLLOWS:**

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


- a) Recipient fully undertakes that the Equipments offered by FORD will be used only inside the premises of Recipient or the limited purpose of demonstration to impart effective training to the students of Recipient to learn the latest technologies and will not be used in any other place

  
**Dr. M. Saravanan M.B. Ph.D.**  
 Principal  
 SSM Institute of Engineering and Technology,  
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including on any private or public road, for any purpose whatsoever including commercial purpose. It is understood by the Recipient that the cars comprising the Equipment's are not roadworthy and cannot be registered as vehicles that can be used for transport and commute.

- b) Recipient 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) Recipient 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 Recipient.
- d) Recipient 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 Recipient until the Equipment's are dismantled and scrapped.
- e) Recipient 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 Undertaking committed by Recipient. Violation of any applicable laws, rules & regulations as may arise on account of use of Equipment's by Recipient or any injury / accidents caused to any persons during

  
Dr. M. Saravanan M.E., Ph.D.  
Principal  
SSM Institute of Engineering and Technology  
Kattalupatti Village - Tiruchengode, TN,  
626404-202

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(Authorized Signatory)



demonstration, training, teaching or class, and also as being as other than  
Equipments are kept within the premises of the person or any third persons  
resulting in loss of time or damages to any third party, property or other  
reasons


### Binding Arbitration.

The parties agree that all claims, disputes and other matters in connection  
between them, arising out of or related to this Agreement, whether occurring  
in contract, tort, statutory causes of action, or other causes of action  
whichever, 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.

The undertaking/sup-recipient shall be in full force and operation until the  
Equipments are fully dismantled and scrapped. Recipient will also ensure that the

  
Signature of the Supplier  
Name of the Supplier  
Address of the Supplier  
Pin Code

  
Signature of the Recipient  
Name of the Recipient  
Address of the Recipient  
Pin Code

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, Recipient University through DR.M.SARAVANAN, (PRINCIPAL) its authorized signatory has executed this Undertaking-cum-Indemnity on the day, month and year first above written.

For and on behalf of

**The Recipient**

SSM INSTITUTE OF ENGINEERING AND TECHNOLOGY,

Title : PRINCIPAL

**SCHEDULE / VEHICLE DETAILS**

Physical VIN	Logical VIN	Vehicle Specification
MAJBXXMRKBJL56005	MAJBXXMRKBJL56005	1.0L Fox GTDI, Titanium, BLUE LIGHTNING & Australia

  
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**Principal**  
 SSM Institute of Engineering and Technology,  
 Kunathupath Village, Sindragundu (Po),  
 Dindigul-624 602

**For FORD INDIA PRIVATE LIMITED**  
  
**(Authorized Signatory)**