THIS UNDERTAKING-CUM-INDEMNITY is executed at Chennai on 26th September, 2013.

BY UKA TARSADIA UNIVERSITY, Surat (under Section 22 of UGC Act 1956) having its University at Malibap Campus, Gopal Vidyanagar, Bardoli-Mahuva Road - 394 350, Surat District, Gujarat, India, represented by its authorized signatory

Dr. Renu Shauhan, Registrar (hereinafter referred to as “UTU” 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.

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

For FORD INDIA PRIVATE LIMITED

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

WHEREAS, UTU is engaged in imparting various education and training to the 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 "Equipments"), of various capacities, to Government and Private Institutions and Engineering Colleges for the purpose of imparting training to their students.

WHEREAS, UTU has requested FORD to donate some Equipments for demo purpose so as to impart training to their students and to familiarize with modern technology in cars and engines and FORD has accepted to offer the Equipments, which are more fully described in the schedule written hereunder, for the benefit of students of UTU.

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

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

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

a) UTU fully undertakes that the Equipments offered by FORD will be used only inside the premises of UTU or the limited purpose of demo to impart effective

For FORD INDIA PRIVATE LIMITED

Authorised Signatories
training to the students of UTU to learn the latest technologies and will not be used in any other place including on road, for any purpose whatsoever including commercial purpose.

a) UTU acknowledges and agrees to the condition that the equipments offered by Ford is on a as is where is condition and will not carry any warranty. The cost of the vehicle is Rs.50000/-

b) UTU further undertakes that the Engines offered by FORD 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 UTU.

c) UTU fully undertakes that the Equipments will not be sold, let on hire to any one and the same will be used for only for demo purpose within the premises of UTU until the Equipments are dismantled.

d) UTU 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 UTU. Violation of any laws, rules & regulations as may arise on account of use of Equipments by UTU or any injury / accidents caused to any persons during demo and also as long as when the Equipments are kept within the premises of UTU 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 jurisdiction will be the courts of Chennai.

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For FORD INDIA PRIVATE LIMITED

[Signature]

Authorised Signatories
This Undertaking-cum-Indemnity shall be in full force and operation until the Equipments are fully dismantled and scrapped. UTU 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 is sold/ reused in the after market.

IN WITNESS WHEREOF, We, UTU University through Dr. Renu Chauhan (Registrar) its authorized signatory has executed this Undertaking-cum-Indemnity on the day, month and year first above written.

SCHEDULE

| MAJK1BAXEAP05382 | 1.5 Sigma LHD | Eco Sport Ambient |

FOR UKA TARSADIA UNIVERSITY

Name: Dr. Renu Chauhan
Title: Registrar

Registrar
UKA Tarsadia University
Malaba Campus, Gopal Vidyamagar
Bardoli-Mahuva Road,
Dh Surat, Gujarat (INDIA)

FOR FORD INDIA PRIVATE LIMITED

Authorised Signatories
1) Mr. Tom Chackalackal, Executive Director- Manufacturing
2) Mr. Ramesh Subramanian, GM- Finance