

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 07/07/2023

Certificate No. G0G2023G838



Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 104948676



Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Indian Coast Guard

H.No/Floor: Na

Sector/Ward : 62

LandMark : Otm complex

City/Village: Noida

District : Noida

State : Up

Phone: 97*****27



Buyer / Second Party Detail

Name : Tata Motors Limited

H.No/Floor : 24

Sector/Ward : Na

LandMark : Homi mody street

City/Village: Mumbai

District : Mumbai

State : Maharashtra

Phone : 97*****27

Purpose : MEMORANDUM OF UNDERSTANDING

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MoU") is made and executed on this Friday day of 7 July, 2023

BY AND BETWEEN

Indian Coast Guard_ having its office at Coast Guard Headquarters, OTM Complex, Sec-62, Noida-201309_ herein after referred to as "Purchaser" (which expression shall unless it be repugnant to the context or the meaning thereof, mean and include its successors-in-interest and permitted assigns) of the ONE PART.

AND

Tata Motors Limited, a company registered under the Companies Act, 1913 having its registered office at Bombay House, 24, Homi Mody Street, Mumbai, Maharashtra 400 001 herein after referred to as "TML" (which expression shall unless it be repugnant to the context or the meaning thereof, mean and include its successors-in-interest and permitted assigns) of the OTHER PART.



(मनोज भूरिया / Manoj Bhuria)
उपमहा निरीक्षक / Deputy Inspector General
प्रधान निदेशक (संभारिकी) / Principal Director (Log)
कृते महानिदेशक / For Director General



(Purchaser and TML shall be hereinafter individually referred to as "Party" and collectively referred to as "Parties").

WHEREAS "TML" is engaged inter alia, in the business of manufacturing and marketing of commercial vehicles and the components and spare parts thereof.

WHEREAS "Purchaser" is owning large number of vehicles ("Vehicles") manufactured by TML.

WHEREAS the Purchaser approached TML and expressed its willingness to get the Vehicles serviced/repaired ("Service") at the authorized channel partners of TML ("Channel Partners") and further requested that the Vehicles of the Purchaser should be given priority during the Service.

AND WHEREAS based on the request of the Purchaser and further discussions between the Parties, TML has agreed to advise its Channel Partners to collaborate with the Purchaser and to provide priority Service to the Vehicles of the Purchaser.

NOW, THEREFORE, IN VIEW OF THE MUTUAL CONVENANTS AND VALUABLE CONSIDERATION IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS: -

1. The Parties hereby agree that TML shall on best effort basis advise its Channel Partners to collaborate with the Purchaser and to provide priority Service to the Vehicles of the Purchaser.
2. The Parties agree that only those Channel Partners signing the commitment letter, a draft of which is attached herewith as Annexure A shall be bound to provide the services to the Purchaser as per the terms of the commitment letter.
3. The Parties further agree that the Purchaser shall be free to visit any of the channel partners of TML to carry out of the servicing of the vehicles as per the mutually agreeable terms between the Purchaser and the respective channel partner.
4. The scope of engagement for the MoU is as hereunder:
 - a. TML's Role and Responsibilities:
 - i. TML shall on best effort basis advise its Channel Partners to collaborate with the Purchaser and to carry out the Service of the Vehicles on priority basis.
 - ii. TML shall inform the Channel Partners regarding the execution of the MOU with the Purchaser and shall provide a copy of the draft commitment form as per Annexure A for the perusal and acceptance of the Channel Partners.
 - iii. TML shall co-ordinate for execution of the commitment form between the Purchaser and interested Channel Partners willing to be associated with the Purchaser.



(मनोज भट्टिया / Manoj Bhatta)
उपमहा निरीक्षक / Deputy Inspector General
प्रधान निदेशक (संभारिकी) / Principal Director (Log)
कृते महानिदेशक / For Director General



b. **Purchaser's Roles and Responsibilities:**

- i. Purchase shall duly execute the commitment form with each of the interested Channel Partners.
- ii. Purchaser shall perform its obligations as per the terms of the commitment form.

5. **CONFIDENTIAL INFORMATION:**

Both the Parties agree not to disclose each other's Confidential Information to any third party and to keep and protect such Confidential Information in strict confidence, applying safeguards as would be reasonably applied to one's own Confidential Information.

6. **NON RECOURSE:**

The Purchaser hereby agrees that it shall have no recourse against TML for any deficiency in services or breach of the terms of the commitment form by the Channel Partners while providing the Service.

7. **TERM AND TERMINATION:**

The term of this MOU shall be for an initial period of 1 (one) year from the date of execution herein. Notwithstanding above, the Parties may terminate this MOU by giving a notice of 30 (thirty) days without assigning any reasons thereof.

The Parties shall not, in any manner, be entitled to charge/ claim any amount whatsoever, due to termination of this MOU.

8. **DISCLAIMER AND LIMITATION OF LIABILITIES:**

Under no circumstances, either Party shall be liable to other Party for indirect incidental, consequential, special or exemplary damage arising from termination of this MOU.

9. **RELATIONSHIP BETWEEN TML AND CHANNEL PARTNERS:**

Purchaser hereby acknowledges and accepts that the relationship between TML and its Channel Partners is on principal to principal basis and TML shall not be liable for any independent acts or omissions of the Channel Partners.

10. **DISPUTE SETTLEMENT:**

If dispute or difference of any kind shall arise between the Parties in connection with or relating to the MOU, the Parties shall make every effort to resolve the same amicably by mutual consultations.

Subject to the aforesaid, the Courts in Mumbai shall have exclusive jurisdiction over any dispute arising out of this MOU.

11. **NON- BINDING:**

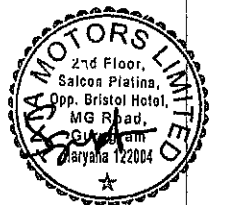
Except for Clause 5, 8, 9 and 10, this MOU is non-binding and is therefore not intended in any form to create any legally enforceable rights or obligations in respect of either Party, including any obligation on their part to enter into any definitive agreement(s).

12. **MISCELLANEOUS:**

12.1 Amendment: No amendment or modification of any terms of this MOU shall be binding upon a Party unless mutually agreed by the Parties in writing



(मनोज भाटिया / Manoj Bhatia)
उपमहानिदेशक / Deputy Inspector General
प्रधान निदेशक (संभारिकी) / Principal Director (Log)
कृते महानिदेशक / For Director General



12.2 Severability: If any provision of this MOU is invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible, given the fundamental intentions of the Parties when entering into this MOU. To the extent such provision cannot be so enforced, it will be stricken from this MOU and the remainder of this MOU will be enforced as if such invalid, illegal or unenforceable provision was never contained in this MOU.

12.3 SURVIVAL: Notwithstanding any other provision of this MOU, the Parties hereby agree that the expiry or prior termination of this MOU at any time and for any reason whatsoever shall not affect the accrued rights and obligations of the Parties as on the date of termination or expiry of this MOU and any other provision of this MOU which by its very nature should survive the expiry or early termination of the MOU, shall so survive to the express provision detailed herein.

12.4 Notice: Any notice, communication or statement required to be given under this MOU shall be in writing and shall be sent by hand delivery, registered post with postage full prepaid and with acknowledgment due, receipted courier, fax or by electronic mail to the applicable Party at the contact details indicated below or to such other address as a Party shall designate by similarly giving notice to the other Party-

Notice to be given to the Tata Motors Ltd.:

Address: Bombay House 24, Homi Mody Street, Fort, Mumbai, Maharashtra 400001

Email: [•]

Attn.: [•]

Notice to be given to the Purchaser:

Address: Coast Guard Headquarters, OTM Complex, Sec-62, Noida- 201309

Email: PDLOG@INDIANCOASTGUARD.NIC.IN

Attn.: Principal Director (LOGISTICS)

12.5 Relationship between the Parties: Nothing in this MOU shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties and the Parties have executed this MOU solely on a principal-to-principal basis.

12.6 Waiver: A Party's failure to exercise or delay in exercising any right, power or privilege under this MOU shall not operate as a waiver, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. No waiver shall have any effect unless it is specific, irrevocable and in writing by the Party waiving any right, power or privilege


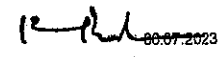
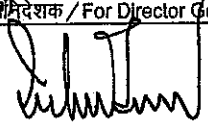
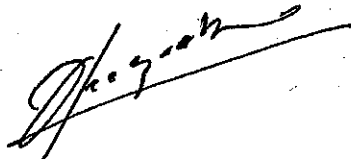

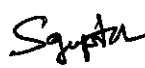
12.7 Counterparts: This MOU may be executed in one or more counterparts, each of which shall, upon its execution by the Parties be deemed an original and all of which together shall constitute one instrument.



(संभारिकी निदेशालय) Manoj Bhatia
उपनिदेशक / Deputy Inspector General
प्रधान निदेशक (संभारिकी) / Principal Director (Log)
कक्षा महानिदेशक / For Director General



IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribe their respective hands the day and year first hereinabove written.

<p>For "Purchaser"</p> <p>By the hand of its Authorized Signatory</p> <p>Signature:  07/07/23</p> <p>(मनोज भाटिया / Manoj Bhatia)</p> <p>Name: उपमहानिरीक्षक / Deputy Inspector General प्रधान निदेशक (संभारिकी) / Principal Director (Log)</p> <p>Title: PD (Log) मुख्य निदेशक / For Director General</p>	<p>For "TATA MOTORS LIMITED"</p> <p>By the hand of its Authorized Signatory</p> <p>Signature with Stamp:  08.07.2023</p> <p>Name: R. Ramakrishnan</p> <p>Title: Global Head- Customer Care, TMCV</p>
<p>Witness 1:</p> <p>Signature: </p> <p>Name: K. E. Barabarayan</p> <p>Address: DY COMDT</p> <p>Witness 2:</p> <p>Signature: </p> <p>Name: (COM Y-09dc)</p> <p>Address: Comdant</p>	<p>Witness 1:</p> <p>Signature: </p> <p>Name: S. Nighot (Head Service Technical Support-TMCV)</p> <p>Address: Tata Motors Ltd., 4th floor, Ahura Centre, 82 Mahakali Caves Road, Andheri MIDC, East, Mumbai- 400093</p> <p>Witness 2:</p> <p>Signature: </p> <p>Name: Sourabh Gupta (Head Customer Care-Defence, TMCV)</p> <p>Address: Tata Motors Ltd., 2nd Floor, Salcon Platina, opp. Bristol Hotel, MG Road, Gurugram, Haryana- 122004</p>

