



महाराष्ट्र MAHARASHTRA

2018

AK 9A6A62

ज्या कारणासाठी त्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्याबद्दल इ इतरांना कोणताही बंधनकारक नाही.

अनु क्र. 11898 21 JUL 2018 YES  
 दस्तावेज प्रकार M.I.D.  
 दस्त गोपनी करणार आहेत या ? होय/नाही.  
 मिळकतीचे धरण Indamed Aviation Pvt Ltd  
 मुद्रांक किती पैक्याचे आहे received from  
 पत्ता  
 हुन्या एकाकराचे नाव Sagar Somne  
 हस्त व्यक्तीचे नाव व मरता  
 मुद्रांक विकत घेणाऱ्याची हस्ताक्षरे  
 जयशंकर लक्ष्मण काळभोर  
 मजगती क्र. 2204 Jode  
 ता. 11 जुलै 2018



**Memorandum of Understanding**

This Memorandum of Understanding ("MoU") is executed on 21<sup>st</sup> Day of July 2018 at Mumbai by and between

Indamer Aviation Private Limited, having its corporate office Hangar No 1, Juhu Civil Airport Vile Parle (W), Mumbai- 400 056 India (here nafter referred as "IAPL").

AND

Indira Institute of Aircraft Engineering, Pune, having its corporate working office at Sr No.- 37 Marjan Farm Near Agriculture College, Solapur Road, Pune-412307 (Hereinafter referred to as the "Indira IAE").



**IAPL and Indira IAE** have been referred to as "Parties" collectively.

**WHEREAS**, the **IAPL** is reputed DGCA CAR 145 approved organization and providing Aircraft maintenance related services to its various clients.

**AND WHEREAS Indira IAE** is in the field of imparting Basic Aircraft Maintenance Engineering Trainings to its Students and Indira IAE is approved by **Director General of Civil Aviation Govt. of India**.

**AND WHEREAS Indira IAE** in order to train its Students on actual aircraft/ maintenance working environment and to familiarize with the various procedure complied by the organizations during Aircraft Maintenance, required a DGCA CAR 145 approved Organization for practical training as per CAR- 66 modules syllabus/CAR-147 (Basic) requirement.

**AND WHEREAS Indira IAE** approached **IAPL** to facilitate practical training which is made mandatory by DGCA in its latest CAR 147 (Basic) and **IAPL** agreed to facilitate and provide the practical training to the students of **Indira IAE** as per terms and conditions of this MOU.

**NOW THESE PRESENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1) Scope and Appointment

- a. That the **Indira IAE** approached **IAPL** to facilitate Practical Training as per schedule on actual aircraft / maintenance working environment & to familiarize with the various procedures complied by the organizations during Aircraft Maintenance to its students and the **IAPL** hereby agrees to facilitate such training to the students enrolled by **Indira IAE** under this MOU from **IAPL** at **Mumbai base** as per practical tasks and **Pune base** will be as an alternate in the case of non availability of aircraft at **Mumbai base**.
- b. That to conduct practical training at AMO in B2 category, **IAPL** will provide at least Line & Base Maintenance Facility, Battery Shop Facility, Avionics Workshop, In-situ & Bench check facility, Aircraft Documentation, Aircraft Hanger, Tools & equipment facility & Avionics Storage Facility.
- c. That the students undergoing Basic Aircraft Maintenance Engineering Trainings in B2 category in **Indira IAE** and completed all the formalities to undergo Practical Training shall be eligible for the Practical Training.
- d. That to provide the Practical Training, **IAPL** shall provide the Practical Training to following number of Students category wise. The maximum number of students undergoing practical training during any training course shall not exceed 15 per supervisor or assessor

S/N	CATEGORY	NUMBER OF STUDENTS	BASE	ALTERNATE BASE
1.	B 2	30	Mumbai	PUNE

2) Financial

As per Schedule I.

3) Responsibility of Organization (IAPL and Indira IAE)

- a. That the Institute shall submit its request in writing along with necessary documents to **IAPL** at least 10 days in advance to provide practical training to its Students.



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- b. That the institute shall submit all the relevant documents and details including but not limited to attendance certificate, character certificate, Institute request/approval letter and personal information of the Students enrolled for Practical training along with personal undertaking of the Student.
- c. **IAPL** is authorized to complete all the pre and post practical training formalities and other requirement.
- d. That the **IAPL** shall schedule the Practical Training of the Students & **IAPL** reserves its right to hold and reschedule any batch of Students at its sole discretion.
- e. **IAPL** shall facilitate Practical Training for the Students at its Mumbai base, **IAPL** shall not provide any boarding, lodging, salary/stipend and any other services to the Students during the Practical training, **Indira IAE / Students** shall be responsible to provide boarding and lodging and other services to its Students.
- f. **Indira IAE** shall include in its MTOE the name of those **IAPL Technical Staff/Engineers who has to provide Practical Training and do the Assessment of Indira IAE's candidates as a Practical Assessor.** The List of Practical instructor & assessor is available in schedule-II.
- g. Subject to successful completion of Practical Training & Assessment by the Students, the Result of Practical Assessment and log book entry of the Students shall be issued by the **IAPL**.
- h. **IAPL** reserves its right to suspend any Student found in breach of the any terms and conditions of this MoU and any other documents executed between the Student and/or **Indira IAE** and/or **IAPL**. The decision of the **IAPL** shall be final and binding on the **Indira IAE** and Students.

4) **General**

- a. DGCA will have access to the **Indira IAE & IAPL** as and when require.
- b. In the event of termination of any Student due to negligence, mis-conduct and/or any breach of terms and conditions, the **Indira IAE** shall not claim any refund of Fee and charges/expenses paid for that student

5) **REPRESENTATION AND WARRANTIES OF THE PARTIES**

- a. **Indira IAE** hereby represents, warrants, undertakes and agrees that;
  - i. It possesses the requisite skills, knowledge, experience, expertise, financial base, infrastructure, regulatory approvals and licenses and capability to carry out its obligations and for providing the Basic Aircraft Maintenance related Trainings as set out in this MoU.
  - ii. At all time during the Practical training the Students shall be the sole responsibility of the **Indira IAE** and **IAPL** shall not be held liable for any negligence and mis-conduct of the Student.
- b. Both parties have full power and authority to enter into this MoU and to take any action and execute any documents required by the terms hereof, and that this MoU has been duly authorized;
- c. The MoU constitute a legal, valid and binding obligation on the Parties, enforceable in accordance with terms hereof.

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6) **Term**

This MOU shall be valid for the term of **5 years** from the date of its execution and shall be auto renewed for further period of 1 year, unless terminated by either Party. The renewal of MOU after said duration shall be done with fresh MoU, and the renewal process shall be started before 30 days of expiration

7) **Termination**

- a. Parties may terminate this MoU without assigning any reason with 50 days' notice in advance to other Party.
- b. **IAPL** may terminate this Agreement by giving written notice to the other Party in the event of occurrence of any insolvency or suspension of the other party's operations or a petition is filed or proceeding made by or against the other party under any state, federal or other applicable law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors or other similar proceedings and /or changes in Govt. Policies on the subject.

8) **Confidentiality:**

- a. This MoU is intended to be confidential and its existence shall not be disclosed by the **Indira IAE** to any person unless required by law or the rules or regulations of India or unless requested by any regulatory authority or agency, provided, however, that the foregoing shall not prohibit the Institute from making any such disclosure to any of the following {"Permitted Recipients"}: (i) officers and directors of such party or any subsidiary, (ii) agents and advisors of such party or its subsidiaries (including legal, tax and financial advisors) and (iii) any other person with the prior written consent of **IAPL**. In the event the Institute determines that any public announcement of this MoU is required, the Institute shall afford **IAPL** the opportunity to review and comment on such public announcement prior to its release. Without prejudice to any rights it may otherwise have, **IAPL** shall be entitled to, without waiver or prejudice to any other rights available to it, seek equitable relief, including an injunction &/or specific performance, in the event of a breach of any provisions of this clause by the **Indira IAE**.
- b. The Institute further agrees that it will ensure that:
  - i. Students will treat all information, documents and papers and other matters coming to them from **IAPL** as confidential document and information.
  - ii. Course/training material shall not be copied, distributed or transferred to or be accessed or used by any other person, firm, partnership, corporation, entity or any respective subsidiary affiliate or parent company not covered by this MOU

9) **Insurance:**

**Indira IAE** /Students shall, at its own expense, maintain insurance policies that cover its activities and/or its Students, agents, employees and representatives, including, but not limited to accidents and comprehensive general liability and errors and omissions liability, public liability insurance for claims under health and safety regulations, if applicable.

10) **Amendment**

This MOU shall not be amended, altered or modified except by an instrument in writing expressly referring to this MoU and signed by the Parties with intimation to DGCA



Handwritten signature in blue ink.

### 11) Notices

All notices, requests or other communications hereunder shall be in writing, addressed to the Parties at their respective registered address only, unless the Party by notice to the other Party has changed the address and such a changed address shall be intimated to the other party within 10 (Ten) days of such change. Notices mailed by registered or certified mail shall be deemed to have been received by the addressee on the third business day following the mailing or sending thereof. Notices sent by facsimile shall be deemed to have been received when the delivery confirmation is received. Any notices of change of address shall be deemed to have been received only when actually received subject to proof of delivery.

### 12) Relationship between the Parties

All transactions between Parties shall be on a principal – to – principal basis and in no event shall either party be construed to be the legal representative, agent or a partner of the other party for any reason whatsoever and it is hereby agreed and understood between the parties that the parties shall act as independent contractors in carrying out their obligations under this MoU and neither Party shall function as Principal or Agent.

### 13) Governing Law and Jurisdiction

Any dispute, controversy or claim arising out of or in connection with this MoU shall be resolved by arbitration conducted by a sole arbitrator, appointed by IAPL, in Mumbai, India. The procedural rules for such arbitration shall be those of the Arbitration & Conciliation Act, 1996. The arbitration award shall be final and binding on the Parties.

### 14) SEVERABILITY

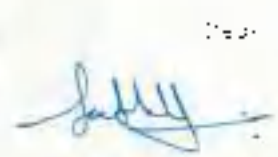
If any provision of this MoU is found to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, this MoU shall continue in force save that such provision shall be deemed to be deleted/suitably amended here from with effect from the date of such decision or such earlier date as the Parties may agree.

### 15) SURVIVAL

Termination/Expiry of this MoU shall not affect any accrued rights and liabilities of the Parties nor shall it affect the coming in to force or the continuance in force of any provision hereof which is expressly or impliedly intended to come into or continue in force on or after such termination. For the avoidance of doubt, clauses, which by their nature ought or intend to survive the termination/Expiry of the MoU, shall continue to so survive/operate following termination/expiry of the MoU. It is also agreed between the Parties that all indemnity, Governing Law, Jurisdiction and confidential rights of the Parties shall survive the termination/Expiry of this MoU.

### 16) AIRPORT ENTRY PASSES

The IAPL shall be responsible for coordinating with BCAS for issuance of AEP for the students of Indira IAE, however all documentation/Police Clearance/NOC will be provided by the Indira IAE. Students will have the access to the aircraft hangar, avionics Shop, Battery Shop, Line and Base Maintenance Facility.



**17) NODAL PERSON**

Nodal Person Mr. Bidya Bhushan (Planning Head) from IAPL and Mr. Ravi Kumar from Indira IAE shall be act as nodal person for proper liaising of practical training

The nodal person of both organizations shall be responsible for completion of pre and post documentation work required for Practical Training, Maintenance of the proper Attendance, Log book entry checking, Reporting, and Assessment completion with regard of students.


This MOU and all amendments hereto shall be governed and construed in accordance with the laws of India.

**IN WITNESS WHEREOF** the said parties, duly authorized, have signed this MOU on this Day and month and the year as above

Authorized Signatory

On behalf of;

**INDAMER AVIATION PVT. LTD**

Signature: 

Name: Vikram Sethi

(Chief Commercial Officer)/Accountable Manager



Authorized Signatory

On behalf of;

**Indira Institute of Aircraft Engineering**

Signature: 

Name: Sachin Shelke

(Accountable Manager)



In the presence of:

Sign: 

Name: Ms. Kanak Pawar

Designation: Asst. Manager (HR)

Sign: 

Name: MR. RAVI KUMAR

Designation: CHIEF INSTRUCTOR

### Schedule 1

#### Commercials

1. IAPL shall raise the invoices for the Practical Training & Assessment provided by Indamer Aviation Pvt. Ltd. to the students as per the infrastructural facility and services costs circulated at the time of raising invoice and which shall be informed and approved by the Institute well in advance.
2. All the payment shall be released by Institute as per Invoice raised by Indamer Aviation Pvt. Ltd. within 15 days from the date of the invoice, but at least 07 days before commencement of such training.



Schedule II

LIST OF PRACTICAL INSTRUCTOR & ASSESSORS

S/N	INSTRUCTOR	NAME	CATEGORY
1		MR. ANANT RAM KORI	B2
2		MR KRISHNA KUMAR SOTI	B2
S/N	ASSESSORS	NAME	CATEGORY
1		MR. RAJ KUMAR	B2



*[Handwritten signature]*



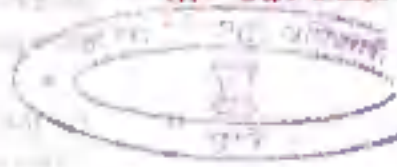



महाराष्ट्र MAHARASHTRA

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AP- 627680

क्र. १४९४ दि. 22 JUL 2019 यूपीए  
 हस्ताक्षर प्रकार.....  
 वस्तु नोंदणी करणान आहेत का ? होय/नाही.  
 मिळकतीचे वर्णन.....  
 मुद्रांक विकत घेणाऱ्याचे नाव.....  
 पत्ता.....  
 दुसऱ्या पक्षकाराचे नाव.....  
 हस्त व्यक्तीचे नांव व पत्ता.....

  
 11 JUL 2019  
 प्रथम लिपीक  
 कोबागार पुणे करिता

  
 जगदीश लक्ष्मण  
 मुद्रांक विकत घेणाऱ्याची सही

This MAINTENANCE TRAINING AGREEMENT is entered into on this 28<sup>th</sup> day of July 2022 at Mumbai.

**BY AND BETWEEN**

**AI ENGINEERING SERVICES LTD.**, a CAR 145 approved MRO organization bearing approval No. F-App/ AIESL-2820, and having its registered office at Airlines House, 113, Gurudwara Rakab Ganj Road, New Delhi-110001; CIN U74210DL2004GOI125114 (hereinafter referred to as the "Service Provider" which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) of the **FIRST PART**;

**AND**

**INDIRA INSTITUTE OF AIRCRAFT ENGINEERING, PUNE**, a DGCA Approved aircraft maintenance engineering institute functioning under the aegis of having its Registered address at S. No. 37 Near Agriculture College, Nr. Manjan Farm, Manjarl Bk., Pune 412307. (Hereinafter referred to as the Training Provider which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) of the **SECOND PARTY**.



या हस्ताक्षरपत्रातील सर्वही मुद्रांक खरेदी केलेली आहेत त्यांचा ताबड पालन, किंवा मुद्रांक खरेदी केलेल्यापैकी ६ भरिल्याचा यापैकी संतुलनाचा आहे.

  
 Page | 1



(As the context may require, the Service Provider and the Training Provider shall hereinafter be individually referred to as a "Party" and collectively as "Parties").

**WHEREAS:**

- A. The Training Provider has applied to DGCA for seeking approval under CAR Part 147 for conducting training in category B1.1 & B2 license basic training courses.
- B. The Training Provider is desirous of engaging the services of the Service Provider for conducting B1.1 & B2 license basic training courses and has approached the Service Provider to assist in providing access to different aircraft types in order to enable the Training Provider to perform practical training sessions under their approved B1.1 & B2 License Basic training courses to third parties.
- C. The Service Provider, a Maintenance Repair Overhaul ("MRO") Organization, is a wholly owned subsidiary of AI Assets Holding Limited ("AAHL") and has agreed to provide the Training Provider with access to the Aircrafts, to enable the Training Provider to perform practical training sessions under their approved type rated training services to third parties.
- D. For the above mentioned purpose, the Parties are desirous of entering this Agreement on the terms and conditions as mentioned here in below.

**NOW THEREFORE, IN CONSIDERATION OF THE RESPECTIVE COVENANTS, TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, THE PARTIES WITH THE INTENT TO BE LEGALLY BOUND BY IT HAVE HEREBY AGREED AS FOLLOWS:**

**1. DEFINITIONS**

In this Agreement, unless the context otherwise requires: (i) capitalized terms defined by inclusion in quotations and/or parentheses have the meanings so ascribed; (ii) terms used but not defined herein, but defined in the Civil Aviation Requirement 147 (Basic) (the "CAR 147(Basic)") or AAC-2 of 2018, shall have the same meaning as ascribed in the CAR 147 (Basic) or AAC-2 of 2018; (iii) in the event of any inconsistency with respect to the meaning of the words defined herein and the meaning of the word defined under CAR 147 (Basic) or AAC-2 of 2018, the meaning ascribed to the words under CAR 147 (Basic) or AAC-2 of 2018, shall prevail to the extent of such inconsistency; and (iv) the following words and expressions will have the meanings ascribed to them below:

"Business Day" means a day (other than Saturday or Sunday or a public holiday) on which banks are open for business.

"Day" means a calendar day.

"Confidential Information" shall have the meaning assigned to it in Clause 13.

"DGCA" means the Directorate General of Civil Aviation, India.

"FOC" means Free of Cost.

"Gross Negligence and Willful Misconduct" means any act or failure to act (whether sole, joint or concurrent) by a person that is intended to cause or was in reckless disregard of, or wanton



indifference to, the harmful consequences to the safety or property of another person, which the person acting or failing to act, knew or should have known, would result from such act or omission, provided that Gross Negligence or Willful Misconduct does not include any act or failure to act insofar as it was done or omitted in accordance with the mutual agreement of the Parties.

**"Term"** shall have the meaning assigned to it in Clause 4.

**"Training Facility"** means the training facility of the Service Provider located at Mumbai or where required facilities are available for Imparting Training.

**"Practical Supervisor/Assessor"** means a qualified personnel acceptable to Training Provider, for providing Training as may be nominated by the Service Provider.

In this Agreement, unless the contrary intention appears:

- a) clause headings used herein are for convenience of reference only and are not intended to define, limit or modify the provisions of this Agreement in any way;
- b) Words in the singular number include the plural and vice versa; and
- c) In the event of any inconsistency between figures and words, the amount indicated in words shall prevail to the extent of such inconsistency.

## 1. AGREEMENT OBJECTIVE

2.1. The Training Provider hereby engages the Service Provider to provide practical training sessions under the B1.1 & B2 license basic training courses and on job training (hereinafter referred to as the "Training") to third parties (hereinafter referred to as the "Trainees") on aircrafts as provided by the Service Provider (hereinafter referred to as the "Aircraft") at the Training Facility.

2.2 The Service Provider hereby accepts such engagement.

## 3. TRAINING

3.1(a) The Training Provider hereby represents and warrants that it has the training capability of providing theoretical training to the Trainees.

3.1(b) The Service Provider shall provide the access to the Trainees in the following areas:-

1. Composite repairs
2. Engine and propellers
3. Major Maintenance
4. Line Maintenance
5. Component Overhaul

3.1(c) At a time, maximum 15 trainees per Practical Supervisor/Assessor shall have practical training at Service provider facility. The service provider agrees to provide access to facility per year for 30 students of B1.1 category and 30 students of B2 category.

3.2. The Training Facility shall only be used for the Aircraft type made available by the Service Provider.





- 3.3.(a) The Training Provider shall provide the Service Provider with a list of tasks for providing the required Training as prescribed in the SOP. Service Provider shall train the Trainees for the task performance and knowledge by its Practical Supervisor/Assessor. The Trainees are expected to perform these tasks on their own in presence of Practical Supervisor/ Assessor After the practical performance the Trainees are expected to note down the details of the task performed in their logbook, which shall be duly signed, by the Practical Supervisor/Assessor.
- 3.3.(b) The Training Provider shall ensure that no more than five (5) Trainees shall be permitted inside the cockpit of the Aircraft during Training at any given time. Trainees while undergoing Training shall only be allowed to observe and under no circumstances shall they be permitted to operate systems of an aircraft undergoing maintenance by the Service Provider.
- 3.4 The Training Provider shall provide the details of its preferred Training hours to the Service Provider for the purpose of booking the Aircraft for Training, and the Service Provider shall make such bookings as requested by the Training Provider from time to time, subject at to the availability of such Aircraft.
- 3.5 Subject to the terms of Clauses 3.4, the Service Provider shall schedule Training sessions on the Aircraft for the Training Provider. In this regard, the Parties agree that the Training Provider shall provide the Service Provider with firm slot requests for scheduling allocated hours of the Training on the Aircraft, at least thirty (30) Days' prior to the proposed commencement of the Training;
- 3.6 The Service Provider shall, on receipt of the slots requested by the Training Provider pursuant to Clause 3.5 of this Agreement, within 15 (fifteen) Days, on receipt of such request confirm in writing to the Training Provider, the availability of the dates requested and allocate specific slots on the specified dates in advance or suggest alternative dates for the Training Provider's consideration. The Service Provider does not in any way guarantee the availability of particular dates and timeslots unless such availability has been confirmed by the Service Provider in writing.
- 3.7 In the event, the Training Provider reschedules or cancels a scheduled Training session, the Service Provider shall not be liable to reimburse the Training Provider for any Charges already paid by the Training Provider
- 3.8. The Parties agree that any aircraft shall only be made available for Training when such an aircraft is in the control of the Service Provider for scheduled maintenance. For the avoidance of doubt, the Service Provider reserves the right to refuse the availability of an Aircraft to the Training Provider for Training at its sole discretion and the Training Provider hereby acknowledges such absolute right of the Service Provider.
- 3.9. The Training Provider shall ensure that the Trainees (a) obtain hangar entry and security passes through AIESL's/ BCAS/ AIL's security before the commencement of the Training and (b) shall comply with the SOP at all times. In the event any Trainee fails to obtain the hangar entry and security pass or fails to adhere to the SOP, the Service Provider reserves the right to refuse to provide Training to such a Trainee.





- 3.10 The Training Provider shall ensure that all Trainees undergoing Training are equipped with safety caps, gloves, boots and uniform at all times and the same are made available to all the Trainees by the Training Provider at its own cost and responsibility.
- 3.11 The Training Provider shall ensure that the Trainees shall not visit any other location within the Training Facility except as authorized by the Service Provider during the Training.
- 3.12 The Training Provider shall ensure that the Trainees shall not make inquiries or solicit any information about any other program other than the one governing the Training under this Agreement.
- 3.13 The Training provider shall ensure that before the Trainees are brought on the Aircraft, the Practical Assessor shall provide a safety briefing about precautions upon accidentally coming in contact with hydraulic fluids while near the Aircraft to the Trainees.
- 3.14 The Service Provider shall not be responsible to provide any transport facility to the Trainees and the Trainees shall make their own transport arrangements to and from the Training Facility and shall not be entitled to Service Provider's and/or AIL's transport facilities.
- 3.15 Disciplinary action while undergoing the Training including but not limited to debarment from Training, may be taken by the Service Provider in respect of any or all Trainees undergoing Training for any violations at any time without giving any prior notice to the Training Provider and which decision of the Service Provider shall be final and binding.
- 3.16 Service Provider agrees to have the Training Facility audited by DGCA representative to the extent of meeting the training requirements.
- 3.17 Indicative practical training hours as proposed by the training provider are attached as **Annexure A** to this agreement.
- 3.18 Both Service provider and Training provider shall nominate nodal officer for liaisoning between Service provider & training provider in order to coordinate the entire training process as detailed above.
- 3.19 Training provider will provide on FOC basis suitably qualified Trainer/ Assessor on deputation to the Service Provider in order to carry out the training.

#### **4. TERM OF AGREEMENT**

- 4.1 This Agreement shall be effective from the Effective Date and shall remain valid for a period of five (5) years unless otherwise terminated earlier by either Party, as per the terms of this Agreement. The Parties agree that this Agreement may be renewed by the Parties upon mutually agreed terms and conditions in writing.

#### **5. CHARGES AND PAYMENT TERMS**



- 5.1 The Training Provider shall pay to the Services Provider the charges for providing the Training (the "Charges") as follows:

Category	Practical Training Hours/Weeks/Month	Practical Training Charges Per Trainee (INR)
B1.1(Aeroplane Turbine)/ B2 Avionics	10 Weeks Training Covering 360 Hours	Rs 75,000/-

The above charges are exclusive of GST and any applicable taxes such as royalty etc. which shall be borne by the training provider. The Training Provider shall pay the said Charges, at least 15 (fifteen) Days prior to the start of each scheduled batch of Training. All payments shall be made in favor of AI Engineering Services Limited. It is hereby acknowledged by the Parties that the said Charges shall be applicable for a period of 3 (three) Years from the Effective Date and for the 4<sup>th</sup> & 5<sup>th</sup> Year, the Training Provider agrees to pay the Charges as decided by the Service Provider. In the event that the Training Provider does not agree to pay the revised Charges as communicated by the Service Provider, the Agreement may be terminated by either Party through a written notice to the other Party.

- 5.2 Training Provider shall deposit and maintain an interest free security deposit of INR Rs 3 lakhs with the Service Provider (hereinafter referred to as the "Security Deposit") as a guarantee towards the payments required to be made in executing any tasks for Training Provider, in addition to the Charges as defined on Para 5.1.
- 5.3 In the event the Training Provider fails to pay the Charges as per the terms of this Agreement, the Service Provider reserves the right to levy liquidated damages at the rate of 0.25% (one quarter percent) per week or part thereof of the value of the invoice (excluding the applicable taxes), subject to a maximum of 5% (five percent) of the value of the invoice.
- 5.4 In case of failure of the Training Provider to pay the Charges or pay the dues for damages if any caused by the Trainees within the time period notified by the Service Provider, such damages shall be recovered from the Security Deposit submitted by the Training Provider. In case of such withdrawal from the Security Deposit, the Training Provider shall restore the Security Deposit to its original value within seven (7) Business Days from the date of such withdrawal.
- 5.5 Failure of the Training Provider to restate/restore the Security Deposit shall entitle the Service Provider to terminate the Agreement. In the event the Security Deposit is insufficient to cover the said liquidated damages, the Training Provider shall pay to the Service Provider, on demand, the balance amount within fourteen (14) Days of receipt of the demand notice along with an interest calculated at 18% (eighteen) percent from the due date as may be specified in the demand notice.
- 5.6 Any appropriation from the Security Deposit of the Training Provider shall not be considered as a cure of the Training Provider's obligation to pay the Charges as per the terms of this Agreement.





## 6. REPRESENTATIONS AND WARRANTIES

6.1 Each of the Parties represents and warrants to the other as on the Effective Date that:

- a) It has the requisite power, authority and legal right and has taken all actions necessary on its part, to validate, execute and deliver this Agreement and the performance of its obligations here under.
- b) This Agreement has been duly authorized, executed and delivered and constitutes legal, valid and binding obligations of the Party, and is enforceable against the Party, in accordance with the terms hereof
- c) The execution, delivery and performance of this Agreement shall not be in conflict with, or shall result in the breach of, or constitute a default under any law, rule, regulation, authorization or approval of any government agency or body in India, or under the terms of any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is affected or bound to be affected.

6.2 Training Provider represents and warrants to Service Provider that:

- a) The rights of the Training Provider under the Agreement shall not constitute any right, title or interest of any kind in or to any of the Aircrafts.
- b) No structural changes, alterations to any of the Aircrafts shall be made by the Training Provider or its employees.
- c) All mandatory markings in the cabin and/or cockpit shall not be disturbed or altered by the Training Provider or its employees.
- d) The Training Provider shall not cease or permit any claim, lien or other encumbrance arising from this Agreement to attach to the Aircrafts or any portion thereof or the Service Provider/AH's interest therein.
- e) The Training Provider shall be solely responsible for obtaining all regulatory and governmental clearances, permissions and approvals for providing the Training, under this Agreement.
- f) The Training Provider shall ensure that the Trainees shall obey all instructions, whether verbal or written, given by the Service Provider or the Practical Supervisor/Assessor as appointed by the Service Provider as the case may be, whilst availing the Training, and any action of the Trainee contrary to such instructions shall be construed as breach of discipline and the Service Provider shall take immediate appropriate action and the Training Provider shall be liable to pay any reasonable costs or damages suffered by the Service Provider due to such breach.
- g) The documentations (including but not limited to the list of tasks as provided under Clause 3.3 (a) of the Agreement) required to enable the Service Provider to provide the Training, shall be provided by the Training Provider



## 7. INDEMNIFICATION

- 7.1 Training Provider agrees to fully indemnify the Service Provider, AIL and their directors, officers, contractors, subcontractors, agents, and employees from any liability, claims, demand, losses, suits, expense, causes of action, loss, or damage whatsoever which may be suffered by, accrued against, charged to, or recoverable from the Service Provider, AIL (including its directors, officers, contractors, subcontractors, agents, and employees) by the reason of any injury, including death, to any person or by reasons of any damage to any property (including but not limited to the Aircrafts) belonging to the Service Provider at all times in connection with or arising out of or pertaining to this Agreement, it being the intent of this Clause to protect and indemnify the Service Provider from any and all loss arising out of or in connection with the obligations of the Training Provider performed under this Agreement, except to the extent that the claims, expenses, causes of action, losses or damages which arise out of the Gross Negligence or Willful Misconduct of the Service Provider.
- 7.2 The obligation undertaken hereinabove shall expressly include, without limitation, indemnification against injuries or death of any Trainee or Service Provider's/Practical Assessor(s)/Supervisor(s) and Training Provider's employees in any way connected with or resulting from the sole, joint, or comparative negligence of any Trainee or Training Provider's employees/Instructor(s), whether acting jointly or severally.
- 7.3 Indemnity provided under this Clause 7 shall survive termination or expiration of this Agreement.

## B. LIABILITY

- 8.1 Notwithstanding anything to the contrary contained herein the Training Provider acknowledges that the Service Provider cannot guarantee or warrant to the Training Provider that any person availing Training under this Agreement will achieve any specified level of proficiency or will qualify for any license, certificate or rating issued by any regulatory agency or any authority (including but not limited to DGCA). Without prejudice to the generality of the foregoing, the Service Provider shall not be liable for any incompetence displayed by any Trainee who is undergoing or has undergone Training under this Agreement.
- 8.2 For any non-function or malfunction of any Training device or equipment, the Service Provider shall not incur any liability whatsoever, whether by way of direct or indirect damages or otherwise. The only responsibility of the Service Provider in such an event shall be to reschedule and provide alternative slots as mutually agreed by the Parties for providing the Training.
- 8.3 Under no circumstances shall either Party be liable for any indirect, special or consequential damages to the other Party.





## 9 FORCE MAJEURE

- 9.1 Either Party shall not be liable to the other for any delays in performing or for the failure to perform any of its obligations or duties hereunder due to unforeseen circumstances or causes beyond its reasonable control, including but not restricted to Act of God, War, riot, embargo, act of civil or military authorities, fire, floods, accidents, terrorist activity, strikes, gales, storm, earthquake, explosions or other catastrophes, warlike operations, boycott, rebellions, sabotage, epidemics, quarantines, lock out, governmental actions, orders, regulations or restrictions, or industrial conflicts, hostilities, revolution, civil commotion or public disorder, labour disturbances / disputes or any other cause beyond the control of such Party, including the non-availability of the Aircraft for reasons beyond the control of the Service Provider (each a "Force Majeure Event").
- 9.2 The Party encountering and affected by a Force Majeure Event shall promptly inform the other Party in writing immediately explaining the nature and expected duration of the Force Majeure Event and shall use its best reasonable efforts to resume performance of this Agreement in accordance with its terms as promptly as possible and/or to minimize the economic and other effects.
- 9.3 For the avoidance of doubt, it is agreed between the Parties that revenue obligations for actual completed performance of the Agreement shall not be excused due to a Force Majeure Event and shall not be subject to suspension.
- 9.4 If the period of Force Majeure Event, exceeds 2 months from the receipt of written notice of the Force Majeure Event, either Party may, by giving a two (2) month written notice to the other Party, terminate this Agreement.

## 10. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

### 10.1 Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of India.

### 10.2 Jurisdiction

Any dispute or disagreement whatsoever arising out or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Courts of New Delhi, India, only.

### 10.3 Dispute Resolution

- 10.3.3 In case of any dispute arising out of or relating to this Agreement the parties shall use their respective reasonable efforts and allocate sufficient resources to negotiate in good faith and to resolve such dispute within thirty (30) days from the date when such dispute is communicated by either Party to the other Party.



- 10.3.2 If no settlement is reached within thirty (30) days from the date when such dispute is communicated by either Party, or if the Parties fail to meet within such time, the dispute shall be referred to and finally resolved by arbitration.
- 10.3.3 Such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time, by a panel of three (3) arbitrators. The Parties shall appoint one (1) arbitrator each and the two (2) such appointed arbitrators shall in turn appoint the third (3<sup>rd</sup>) arbitrator as the presiding arbitrator.
- 10.3.4 The venue of such arbitration shall be New Delhi, India and the arbitration proceedings shall be conducted in English language.
- 10.3.5 The arbitration award passed under this Clause 14, shall be final and binding on the Parties.
- 10.3.6 Each Party shall bear their own cost with respect to such arbitration

## 11. ASSIGNMENT

### No Assignment without consent

- a) The Training Provider shall not assign this Agreement, in whole or in part, nor any of its rights or obligations hereunder, without the express and prior written consent of the Service Provider, which consent may be provided or denied by the Service Provider in its sole and absolute discretion.
- b) Any assignment of this Agreement or any of the rights hereunder, without the Service Provider's express and prior written consent shall be absolutely void and in the Service Provider reserves the right to terminate this Agreement by providing a fifteen (15) days' prior notice to the Training Provider.

## 12. WAIVER

No forbearance or delay on the part of either Party in enforcing its rights, under this Agreement shall constitute or operate or deem to constitute or operate as a waiver of any terms of this Agreement, or a forfeiture of any such rights or a consent thereto; nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by the applicable laws.

## 13. CONFIDENTIALITY

- 13.1 Confidential or proprietary information means information that is designated as 'confidential' or which by its nature is clearly confidential. The Confidential Information includes, without restriction any information concerning the technology, technical processes, business processes, procedures, personal data, business affairs, financial affairs and finance of either Party.





13.2 The Training Provider acknowledges that, pursuant to this Agreement it may have access to certain information concerning the Service Provider and /or AIL, including but not limited to the suppliers and third party vendors of the Service Provider and AIL, manufacturers of aircrafts provided under the Services, etc. which is either confidential or proprietary in nature, whether received orally or in writing, each forms a part of the Confidential Information and the Training Provider acknowledges and agrees that all Confidential Information whether disclosed orally or in writing, is the property of the disclosing entity or person and constitutes valuable, special and unique assets of the business of such entity or person. The Training Provider agrees that it shall neither disclose to any third party (except its employees, consultants or advisers who have a need to know the information and who have signed or are bound by confidentiality agreements/undertakings at least as stringent as those contained herein) nor use such Confidential Information for any purpose other than for the purpose of this Agreement. These nondisclosure obligations shall not apply to the Confidential Information that (a) is or becomes public through no breach of this Agreement, (b) is received by the receiving Party from a third party free to disclose it, (c) is independently developed by the receiving Party or (d) is required by law, judicial, government order or other legal process to be disclosed (including disclosure requirements which must be made to comply with obligations of a Party as a public company), provided in such case that the Party required to make such disclosure, provides to the disclosing Party reasonably prompt notice of any such requirement prior to making such disclosure, so that such Party may seek an appropriate protective order, waive compliance with this provision with respect to such disclosure and/or agree to the contents and/or terms of such disclosure. In the event of a breach of the Agreement by the receiving Party or termination of the Agreement, Confidential Information shall be returned to the disclosing Party upon its request.

13.3 It is hereby agreed between the Parties that the Training Provider shall be solely responsible and liable for any and all claims of a third party (including but not limited to the suppliers and third party vendors of the Service Provider and AIL, manufacturers of Aircrafts provided under this Agreement etc.), related to wrongful disclosure of the Confidential Information by the Training Provider or its employees and the Training Provider hereby agrees and undertakes to keep the Service Provider and AIL fully indemnified against any such claim of a third party.

## 14. Termination

### 14.1 Termination by Either Party

Notwithstanding anything contained under Clause 14.5, either Party shall have the right to terminate this Agreement prior to the expiry of the Term by providing the other Party with a written notice of two (2) months on the following grounds:

- (a) without assigning any reason whatsoever; and
- (b) occurrence of a Force Majeure Event as per Clause 9 above.

### 14.2 Termination by AIESL

In the event of breach of any of the terms of this Agreement by the Training Provider, the Service Provider reserves the right to terminate this Agreement and claim damages



*[Handwritten signature]*

from the Training Provider at the sole cost and risk of the Training Provider. Following events shall constitute an event of default by the Training Provider warranting action by the Service Provider under this Clause:

- 14.2.1 Breach by the Training Provider of any of its obligations or representations and warranties stipulated herein.
- 14.2.2 The Training Provider fails to make any payments to the Service Provider as per the terms and within the timelines stipulated under this Agreement.
- 14.2.3 The Training Provider, its employees/Practical Assessor(s), agents etc. or the Trainees are in breach of any of the terms and conditions of this Agreement.
- 14.3 In case it is found during the period of subsistence of this Agreement that the Training Provider has made any material misrepresentation or has given any materially incorrect or false information before signing or during subsistence of this Agreement, this Agreement shall, notwithstanding anything to the contrary contained herein be liable to be terminated, by a communication in writing by Service Provider to the Training Provider without the Service Provider being liable in any manner whatsoever to the Training Provider.

#### 14.4 Termination by the Training Provider

Following events shall constitute an event of default by the Service Provider warranting action by the Training Provider under this Clause:

- 14.4.1 Breach by the Service Provider of any of its obligations or representations and warranties stipulated herein.
- 14.4.2 The Service Provider, its employees or agents are in breach of any of the terms and conditions of this Agreement.

#### 14.5 Termination Notice

- 14.5.1 In the event that the Service Provider wishes to terminate this Agreement for any reason whatsoever, the Service Provider shall be entitled to terminate this Agreement by serving 2 (two) months advance notice in writing to the Training Provider.
- 14.5.2 If the Training Provider desires to terminate this Agreement for any reason whatsoever, the Training Provider shall serve a 3 (three) months advance notice to the Service Provider in writing.





**15. LEGAL STATUS**

The relationship of the Parties shall be that of independent contractors. Nothing in this Agreement shall be construed to create a joint venture, agency or partnership or similar relationship between the Parties, or to authorize a Party to act as an agent or representative for the other Party. No Party shall have express or implied authority to bind or represent the other Party for any purpose whatsoever unless expressly agreed in writing by the other Party.

**16. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement between the Parties. All prior conversations, negotiations or agreements either oral or in writing between the Parties or their respective agents are cancelled and superseded by this Agreement.

**17. AMENDMENT**

No amendment, modification, variation or waiver of any provision of this Agreement shall be binding or effective unless the same has been made in writing and signed by a duly authorized representative of each of the Parties hereto.

**18. EXPENSES**

Each Party shall bear its own costs and expenses (including legal expenses) associated with the preparation, negotiation and execution of this Agreement and any other relevant documents.

**19. TITLE**

The Training Provider hereby acknowledges and agrees that it shall not have any claim, right, interest of any nature whatsoever or with respect to the ownership of the Aircraft, equipment or component or the intellectual property contained therein or related thereto or to the Training Services provided under this Agreement by the Service Provider.

**20. SEVERABILITY**

If any clause, section or provision of this Agreement is found to be invalid, illegal or unenforceable, by the provisions of the applicable law, such invalidity, illegality or unenforceability shall not render the remaining clauses, sections or provisions hereof invalid, illegal or unenforceable. In such a case, the Parties shall amend this Agreement as appropriate, seeking to achieve the minimum extent necessary to make this Agreement, legal valid and enforceable.

**21. COUNTER PARTS**

This Agreement may be executed in several counterparts, and each counterpart shall when executed and delivered shall constitute one and the same instrument.



Handwritten signature in blue ink.

**IN WITNESS WHEREOF** the said Parties hereto have hereinto set and subscribed their respective hands to these present and to the duplicate hereof the Day and the year first hereinabove written.

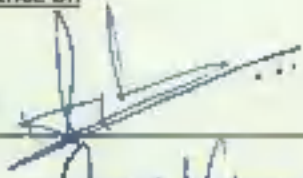
SIGNED AND DELIVERED BY THE

**AI ENGINEERING SERVICES LTD.**


Through,  
**AI ENGINEERING SERVICES LTD.**

In the presence of:

Sign:   
Name: Anup Varma  
Designation: Medical Officer

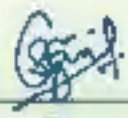
SIGNED AND DELIVERED BY THE

**INDIRA INSTITUTE OF AIRCRAFT ENGINEERING,  
PUNE.**


Through,  
**INDIRA INSTITUTE OF AIRCRAFT ENGINEERING,  
PUNE.**

In the presence of:

Sign:   
Name: SURENDRA GIRI  
Designation: CEO/ACCOUNTABLE MANAGER




महाराष्ट्र MAHARASHTRA

2018

AK 944733

It is compulsory the reason for which who has purchased stamp should be used by him for that reason only within 5 Months from the date of Purchase.

Reg. Serial No. 6270 Date 13 JUL 2018

Amount Rs. 500/-

Nature of M-O-U

Whether it is to be registered? No/No.

Property Description in brief.....

Stamp Purchaser's Name Indira Institute of Aircraft Engg.

Address Hadapsar Pune 28

Name of the other Party Air India Engg. Services

If through Name Narendra Giri

Address Kalewade Pune 17

Stamp Purchaser's Sign [Signature]



D. G. WANWARI, Lic.No.: 2201063  
(Stamp Vendor) B-Block, 29/10, Pimpri, Pune-411 017.

This MAINTENANCE TRAINING AGREEMENT (the "Agreement") is entered into on 16<sup>th</sup> day of July 2018 (the "Effective Date") at New Delhi.

BY AND BETWEEN

AIR INDIA ENGINEERING SERVICES LTD; a CAR 145 approved MRO organization bearing approval No. F-APP/AIESL-2820, date 29 DEC 2014 and having its registered office at Airlines House, 113, Gurudwara Rakab Gani Road, New Delhi -110001; CIN U74210DL2004G01125114 (hereinafter referred to as the "Service Provider" which expression shall unless repugnant to or inconsistent with the context mean and include its successors and permitted assigns) of the FIRST PARTY





AND

Indira Institute of Aircraft Engineering, a DGCA approved aircraft maintenance engineering institute functioning under the aegis of, having its Registered address as Sr. No. 37, Manjari Farm, Near Agriculture college, Solapur road, Pune-412307. Maharashtra (hereinafter referred to as the "Training Provider" which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) of the SECOND PARTY.

[As the context may require, the service provider the Training provider shall hereinafter be individually referred to as a "Party" and collectively as "Parties").

WHEREAS:

- A. The Training Provider has applied to DGCA for seeking approval under CAR part 147 for conducting training in category A1/B1-1/B2 license basic training course.
- B. The Training Provider is desirous of engaging the service of the service provider for conducting B2 license basic training course and has approached the service provider to assist in providing access to different aircraft types in order to enable the Training Provider to perform practical training session under their approved /B2 license basic training course to third parties.
- C. The Service Provider, a Maintenance Repair Overhaul ["MRO"] Organization, is wholly owned subsidiary of Air India Limited ["AIL"] and has agreed to provide the Training Provider with access to its Aircrafts, to under their approved type rated training services to third parties.
- D. For the above mentioned purpose, the parties are desirous of entering this Agreement on the terms and conditions as mentioned here in below.

NOW THEREFORE IN CONSIDERATION OF THE RESPECTIVE CONVEANTS, TERMS AND CONDITIONS SET FORTH SET THIS AGREEMENT, THE PARTIES WITH THE INTENT TO BE LEGALLY BOUND BY IT HAVE HEREBY AGREED AS FOLLOWS:

#### 1. DEFINITIONS

In this Agreement, unless the context otherwise requires :[i] capitalized terms define by inclusion in quotations and /or parentheses have the meaning so ascribed; [ii] Terms used but not defined herein, but defined in the Civil Aviation Requirement 147 [Basic] [the "CAR147 (Basic)"] or AAC-2 of 2018, shall have the same meaning as ascribed in the CAR147 (Basic) or AAC-2 of 2018; [iii] in the event of any inconsistency with respect to the meaning of the words defined herein and the meaning of the word defined under CAR 147 (Basic) or AAC-2 of 2018, the meaning ascribed to the word under CAR 147 (Basic) or AAC-2 of 2018, shall prevail to the extent of such inconsistency; and (iv) the following words and expressions will have the meaning ascribed to them below:

"Business Day" means a day [other than Saturday or Sunday or public holiday] on which banks are open for business.

"Day" means a calendar day.





"Confidential Information" shall have the meaning assigned to it in Clause 13.

"DGCA" means the Directorate General of Civil Aviation, India.

"Gross Negligence and Willful Misconduct" means any act or failure to act [whether sole, joint or concurrent] by a person that is intended to cause or was in reckless disregard of, or wanton indifference to, the harmful consequences to the safety or property of another person, which the person acting or failing to act, knew or should have known, would result from such act or omission, provided that Gross Negligence or Willful Misconduct does not include any act or failure to act insofar as it was done or omitted in accordance with mutual agreement of the Parties.

"Term" shall have the Meaning assigned to it in Clause 4.

"Training Facility" means the training of the service Provider acceptable at Delhi or where required facilities are imparting Training.

"Practical Supervisor /Assessor" means a qualified personnel acceptable to Training Provider, for providing Training as many nominated by the service provider.

In this Agreement, unless the contrary Intention appears:

- a) Clause heading used herein are for convenience of reference only are not intended to define, limit or modify the provisions of this Agreement in any way;
- b) Words in the singular number include the plural and vice versa; and
- c) In the event of any inconsistency between figures and word, the amount indicated in words shall prevail to the extent of such inconsistency.

## 2. AGREEMENT OBJECTIVE

2.1 The Training Provider hereby engages the Service Provider to provide practical training session under the A1/B1.1/B2 license basic training course and on job training [hereinafter referred to as the "Training"] to third parties [hereinafter referred to as the "Trainees"] on aircraft provided by the service provider [hereinafter referred to as the "Aircraft"] at the Training Facility.

2.2 The Service Provider hereby accepts such engagement.

## 3. TRAINING

3.1[a]. The Training Provider hereby represents and warrants that it has the training capability of providing theoretical training to the Trainees.

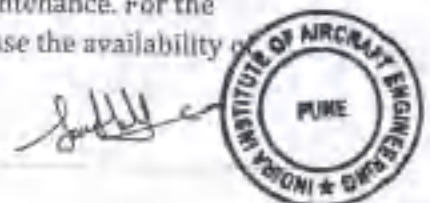
3.1[b]. The Service providers shall provide the Training to the Trainees in the following areas:-

1. Composite repairs
2. Engine and propellers
3. Major Maintenance
4. Line Maintenance



## 5. Component Overhaul

- 3.1 (C). At a time, maximum 15 trainees per Practical Supervisor/Assessor shall have practical training at Service provider facility. The service provider agrees to provide training per year for 30 students of B2 category.
- 3.2. The Training Facility shall only be used for the Aircraft type made available by the Service Provider.
- 3.3. a. The Training Provider shall provide the Service Provider with a list of tasks for providing the required Training as prescribed in the SOP. Service Provider shall train the Trainees for the task performance and knowledge by its Practical Supervisor/Assessor. The Trainees are expected to perform these tasks on their own in presence of Practical Supervisor/ Assessor After the practical performance the Trainees are expected to note down the details of the task performed in their logbook, which shall be duly signed, by the Practical Supervisor/ Assessor.
- 3.3.b. The Training Provider shall ensure that no more than five (5) Trainees shall be permitted inside the cockpit of the Aircraft during Training at any given time. Trainees while undergoing Training shall only be allowed to observe and under no circumstances shall they be permitted to operate systems of an aircraft undergoing maintenance by the Service Provider.
- 3.4 The Training Provider shall provide the details of its preferred Training hours to the Service Provider for the purpose of booking the Aircraft for Training, and the Service Provider shall make such bookings as requested by the Training Provider from time to time, subject at to the availability of such Aircraft.
- 3.5 Subject to the terms of Clauses 3.4, the Service Provider shall schedule Training sessions on the Aircraft for the Training Provider. In this regard, the Parties agree that the Training Provider shall provide the Service Provider with firm slot requests for scheduling allocated hours of the Training on the Aircraft, at least thirty (30) Days' prior to the proposed commencement of the Training;
- 3.6 The Service Provider shall, on receipt of the slots requested by the Training Provider pursuant to Clause 3.5 of this Agreement, within 15 (fifteen) Days, on receipt of such request confirm in writing to the Training Provider, the availability of the dates requested and allocate specific slots on the specified dates in advance or suggest alternative dates for the Training Provider's consideration. The Service Provider does not in any way guarantee the availability of particular dates and timeslots unless such availability has been confirmed by the Service Provider in writing.
- 3.7 In the event, the Training Provider reschedules or cancels a scheduled Training session, the Service Provider shall not be liable to reimburse the Training Provider for any Charges already paid by the Training Provider
- 3.8. The Parties agree that any aircraft shall only be made available for Training when such an aircraft is in the control of the Service Provider for scheduled maintenance. For the avoidance of doubt, the Service Provider reserves the right to refuse the availability of





an Aircraft to the Training Provider for Training at its sole discretion and the Training Provider hereby acknowledges such absolute right of the Service Provider.

- 3.9 The Training Provider shall ensure that the Trainees (a) obtain hanger entry and security passes through ALL's/ BCAS security before the commencement of the Training and (b) shall comply with the SOP at all times. In the event any Trainee fails to obtain the hanger entry security pass or fails to adhere to the SOP, the Service Provider reserves the right to refuse to provide Training to such a Trainee.
- 3.10 The Training Provider shall ensure that all Trainees undergoing training are equipped with safety caps, gloves, boots and uniform at all times and the same are made available to all the Trainees by the Training Provider at its own cost and responsibility.
- 3.11 The Training provider shall ensure that the trainees shall not visit any other location within the Training Facility except as authorized by the service provider during the Training.
- 3.12 The Training Provider shall ensure that the Trainees shall not make inquiries or solicit any information about any other program other than the one governing the Training under this Agreement.
- 3.13 The Training provider shall ensure that before the Trainees are brought on the Aircraft, the Practical Assessor shall provide a safety briefing about precautions upon accidentally coming in contact with hydraulic fluids while near the aircraft to the Trainees.
- 3.14 The Service Provider shall not be responsible to provide any transport facility to the Trainees and the Trainees shall make their own transport arrangements to and from the Training Facility and shall not be entitled to Service Provider's and / or ALL's transport facilities.
- 3.15 Disciplinary action while undergoing the Training including but not limited to debarment from Training may be taken by the Service provider in respect of any or all Trainees undergoing Training for any violations at any time without giving any prior notice to the Training Provider and which decision of the Service Provider shall be final and binding.
- 3.16 Service Provider agrees to have the Training Facility audited by DGCA representative to the extent of meeting the training requirements.
- 3.17 Indicative practical training hours as proposed by the training provider is attached as Annexure A to this agreement.
- 3.18 Both service provider and Training provider shall nominate nodal officer for licensing between Service Provider and training provider in order to coordinate the entire training process as detailed above. Training provider and service provider agreed to nominate Nodal officer's as per Annexure B to this agreement.

4. TERM OF AGREEMENT



- 4.1 This agreement shall be effective from the effective Date and shall remain valid for period of five (5) years unless otherwise terminated earlier by either Party, as per the terms of this Agreement. The parties agree that this Agreement may be renewed by the parties upon mutually agreed terms and conditions in writing.

## 5. CHARGES AND PAYMENT TERMS

- 5.1 The Training Provider shall pay to the Service Provider the charges for providing the training ("The charges") as follows:

Sr. No.	Category	Practical training Hours/weeks/month	Practical training cost Per Trainee (INR)
1	A1.1 (Aero-plane Turbine)	1 Month Training covering 156 hours	Rs. 42,000/-+GST
2	B1.1 (Aero-plane Turbine)/ B2 Avionics	10 Weeks Training covering 360 hours	Rs. 1,00,000/-+GST
3	Additional Training	1 week covering 5 Days and 6 hours per day	Rs. 10,500/-+GST

The Training Provider shall pay the said charges, at least 15 (fifteen) days prior to the start of each scheduled batch of Training. All payments should be made in favor of Air India Engineering Services Limited. It is hereby acknowledged by the parties that the said charges shall be applicable for a period of 3(three) years from the effective date and for the 4<sup>th</sup> and 5<sup>th</sup> year, the Training Provider agrees to pay the charges as decided by the Service Provider does not agree to pay the revised charges as communicated by the Service Provider, the Agreement may be terminated by either party through a written notice to the other party.

- 5.2 Training Provider shall deposit and maintain an interest free security deposit of INR 3 lakhs with the Service Provider (here in after referred to as the "Security Deposit") as a guarantee towards the payment required to be made in executing any tasks for Training Provider, in addition to the charges as defined on para 5.1
- 5.3 In the event the Training Provider fails to pay the charges as per the terms of this agreement, the Service Provider reserves the right to levy liquidated damages at the rate of 0.25% (one quarter percent) per week to part thereof the value of the invoice (excluding the applicable taxes), subject to a maximum of 5% (five percent) of the value of invoice.
- 5.4 In case of failure of the training provide to pay the charges or pay the dues for damages if any caused by the trainees within the time period notified by the Service Provider, such damages shall be recovered from the security deposit submitted by the Training Provider. In case of such withdrawal from the security deposit, the Training Provider





shall restore the security deposit to its original value within seven (7) business days from the date of such withdrawal.

- 5.5 Failure of the Training Provider to reinstate/ restore the security deposit shall entitle the Service Provider to terminate the Agreement. In the event the security deposit is insufficient to cover the said liquidated damages, the Training Provider shall pay to the Service Provider on demand, the balance amount within fourteen (14) days of receipt of the demand notice along with an interest calculated at 18 (eighteen) % from the due date as may be specified in the demand notice.
- 5.6 Any appropriation from the security deposit of the Training Provider shall not be considered as a cure of the Training Provider's obligation to pay the charges as per the terms of this Agreement.

## 6. REPRESENTATION AND WARRANTIES

6.1 Each of the Parties represents and warrants to the other as on the effective date that:

- a) It has the requisite power, authority and legal right and has taken all actions necessary on its part, to validate, execute and deliver this agreement and the performance of its obligation here under.
- b) This agreement has been duly authorized executed and delivered and constitutes legal valid and binding obligations of the party, and is enforceable against the party in accordance with the terms hereof.
- c) The execution, delivery and performance of this Agreement shall not be in conflict with or shall result in the breach of or constitute a default under any law, rule, regulation, authorization or approval of any government agency or body in India, or under the terms of any covenant, agreement, understanding, decree, or order to which it is a party or by which it or any of its properties or assets is affected or bound to be affected.

6.2 Training Provider represents and warrants to Service Provider that:

- a) The rights of the Training Provider under the Agreement shall not constitute any right title or interest of any kind in or to any of the Aircraft.
- b) No structural changes, alterations to any of the Aircraft shall be made by the Training Provider or its employee.
- c) All mandatory marking in the cabin and/ or cockpit shall not be distributed or altered by the Training Providers or its employees.
- d) The Training Provider shall not cause or permit any claim, lien or other encumbrance arising from this agreement to attach to the Aircrafts or any portion thereof or the Service Provider / AIL's interest therein.
- e) The Training Provider shall be solely responsible for obtaining all regulatory and governmental clearance permissions and approvals for providing the training under this agreement.
- f) The Training Provider shall ensure that the trainees shall obey all instructions whether verbal or written, given by the Service Provider as the case may be, which



availing the training, and any action of the Trainee contrary to such instruction shall be construed as breach of discipline and the Service Provider shall take immediate appropriate action and the Training Provider shall be liable to pay any reasonable costs or damages suffered by the Service Provider such breach.

- g) The documentations (including but not limited to the list of tasks as provided under clause 3.3(a) of the Agreement) required to enable the Service Provider to provide the Training shall be provided by the Training Provider.

## 7. INDEMNIFICATION

- 7.1 Training Provider agrees to fully indemnify the Service Provider, AIL and their directors, officers, contractors, subcontractors, agents, and employees from any liability, claims, demand, losses, suit, expense, causes of action, loss, or damage whatsoever which may be suffered by, accrued against, charged to, or recoverable from the Service Provider, AIL (including its directors, officers, contractors, subcontractors, agents, and employees) by the reason of any injury, including death, to any person or by reason of any damage to any property (including but not limited to the aircrafts) belonging to the Service Provider at all times in connection with or arising out of or pertaining to this agreement, it being the intent of this clause to protect and indemnify the Service Provider from any and loss arising out protect and indemnify the Service Provider from any and all loss arising out of or in connection with the obligations of the Training Provider performed under this agreement except to the extent that the claims, expenses, causes of action, losses or damages which arise out of the Gross Negligence or Willful Misconduct of the Service Provider.
- 7.2 The Obligation undertaken hereinabove shall expressly include, without limitation, Indemnification against injuries or death of any trainee or Service Provider's/ practical Assessor(s)/ Supervisor's) and Training Provider's employees in any way connected with or resulting from the sole, joint or comparative negligence of any trainee or Training Provider's employees/ instructor(s), whether acting jointly or severally.
- 7.3 Indemnity provided under this clause 7 shall survive termination or expiration of this Agreement.

## 8. LIABILITY

- 8.1 Notwithstanding anything to the contrary contained herein the Training Provider acknowledges that the Service Provider cannot guarantee or warrant to the Training Provider that any person availing Training under this agreement will achieve any specified level of proficiency or will qualify for any license, certificate or rating issued by any regulatory agency, or any authority (including but not limited to DGCA). Without prejudice to the generality of the forgoing, the Service Provider shall not be liable for any incompetence displayed by any trainee who is undergoing or has undergone Training under this agreement.

- 8.2 For any non-function or malfunction of any training device or equipment the Service Provider shall not incur any liabilities whatsoever whether by way of direct or indirect damages or otherwise. The only responsibility of the Service Provider in such an event





shall be to reschedule and provided alternative slots as mutually agreed by the parties for providing the training.

- 8.3 Under no circumstances shall either party be liable for any indirect special of consequential damages to the other party.

## 9 FORCE MAJEURE

- 9.1 Either party shall not be liable to the other for any delays in performing or for the failure to perform any of its obligations or duties hereunder due to unforeseen circumstances or causes beyond its reasonable control, including but not restricted to act of god, War, riot, embargo, strikes, gales, storm, earthquake, explosions, or other catastrophes, warlike, operations, boycott, rebellions, sabotage, epidemics, quarantines, lock out, governmental action, orders, regulation and restrictions, or industrial conflicts, hostilities, revolution, civil commotion or public disorder, labor disturbance disputes or any other cause beyond the control of such party, including the non-availability of the Aircraft for reasons beyond the control of the Service Provider (each a "FORCE MAJEURE Event").
- 9.2 The party encountering and affected by a FORCE MAJEURE Event shall promptly inform the other party in writing immediately explaining the nature expected duration of the Force Majeure Event and shall use its best reasonable efforts to resume performance of this agreement in accordance with its terms as promptly as possible and /or to minimize the economic and other effects.
- 9.3 For the avoidance of doubt, it is agreed between the parties that revenue obligations for actual completed performance of the Agreement shall not be excused due to a Force Majeure Event and shall not be subject to suspension.
- 9.4 If the period of Force Majeure Event, exceeds 2 months from the receipt of written notice of the Force Majeure Event either party may, by giving a two (2) month written notice to the other party, terminate this agreement.

## 10. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

### 10.1 Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of India.

### 10.2 Jurisdiction

Any dispute or disagreement whatsoever arising out or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of New Delhi, India only.

### 10.3 Dispute Resolution

- 10.3.1 In case of any dispute arising out of or relating to this agreement the parties shall use their respective reasonable efforts and allocate sufficient resources to negotiate in



good faith and to resolve such dispute within thirty (30) days from the date when such dispute is communicated by either party to the other party.

10.3.2 If no settlement is reached within thirty (30) days from the date when such dispute is communicated by either party or if the parties fail to meet within such time the dispute shall be referred to and finally resolved by arbitration.

10.3.3 Such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time, by a panel of three (3) arbitrators. The Parties shall appoint one (1) arbitrator each and two (2) such appointed arbitrators shall in turn appoint the third (3rd) arbitrator as the presiding arbitrator.

10.3.4 The venue of such arbitration shall be New Delhi, India and the arbitration proceedings shall be conducted in English language.

10.3.5 The arbitration award passed under this Clause 14 shall be final and binding on the Parties.

10.3.6 Each Party shall bear their own cost with respect to such arbitration.

## 11. ASSIGNMENT

No Assignment without consent

- a) The Training Provider shall not assign this Agreement, whole or in part, nor any of its rights or obligations hereunder, without the express and prior written consent of the service Provider, which consent may be provided or denied by the service Provider in its sole and absolute discretion.
- b) Any assignment of this Agreement or any of the rights hereunder, without the Service Providers express and prior written consent shall be absolutely void and in the Service Provider reserves the right to terminate this Agreement by providing a fifteen (15) Days prior notice to the Training Provider.

## 12. WAIVER

No forbearance or delay on the part of either Party in enforcing its rights, under this Agreement shall constitute or operate or deem to constitute or operate as a waiver of any terms of this Agreement, or a forfeiture of any such rights or a consent thereto; nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise therefore or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by the applicable laws.

## 13. CONFIDENTIALITY

13.1 Confidential or proprietary information means information that is designated as 'confidential' or which by its nature is clearly confidential. The confidential information includes, without restriction any information concerning the technology, technical processes, business processes procedures, personal data, business affairs, financial affairs and finance of either Party.





13.2 The Training Provider acknowledges that, pursuant to this Agreement it may have access to certain information concerning the Service Provider and/ or All including but not limited to the suppliers and third party vendors of the Service Provider and All, manufactures of the aircrafts provided under the Services, etc. which is either confidential or proprietary in nature, whether received orally or in writing, each forms a part of the confidential information and the Training Provider acknowledges and agree that all Confidential information whether disclosed orally or in writing is the property of the disclosing entity or person and constitutes valuable, special and unique assets of the business of such entity or person. The Training Provider agree that it shall neither disclosed to any third party (except its employees, consultants or adviser who have a need to know the information and who have signed or are bound by confidential agreement/undertakings at least as stringent as those contained herein) nor use such Confidential information for any purpose other than for the purpose of this Agreement. These nondisclosure obligations shall not apply to the confidential information that (a) is or becomes public through no breach of this Agreement, (b) is received by the receiving Party from third party free to disclose it, (c) is independently developed by the receiving Party or (d) is required by law, judicial, government order or other legal process to be disclosed (including disclosure requirements which must be made to comply with obligations of a Party as a public company), provided in such case that the Party required to make such disclosure; provided to the disclosing Party reasonably prompt notice of any such requirement prior to making such disclosure, so that such Party may seek an appropriate protective order, waive compliance with this provision with respect to such disclosure and/ or agree to the contents and /or agree to the contents and/or terms of such disclosure. In the event of a breach of the Agreement by the receiving Party or termination of the Agreement, Confidential Information shall be returned to the disclosure Party upon its request.

13.3 It is hereby agreed between the Parties that the Training Provider shall be solely responsible and liable for any and all claims of a third party( including but not limited to the suppliers and third party vendors of the service Provider and All manufacturers of Aircraft provided under this Agreement etc) related to wrongful disclosure of the Confidential information by the Training Provider or its employees and Training Provider hereby agrees and undertakes to keep the service Provider and All fully indemnified against any such claim of a third party.

#### 14. Termination

##### 14.1 Termination by either party

Notwithstanding anything contained under Clause 14.5, either Party shall have the right to terminate this Agreement prior to the expiry of the Term by provided the other with a written notice of two (2) months on the following grounds:

- (a) Without assigning any reason whatsoever; and
- (b) Occurrence of a Force Majeure Event as par Clause 9 above



*[Handwritten signature]*



*[Handwritten signature]*

#### 14.2 Termination by AIESL

In the event of breach of any of the terms of this Agreement by the Training Provider, the Service Provider reserves the right to terminate this Agreement and claim damages from the Training Provider at the sole cost and risk of the Training Provider warranting by the Service Provider under this Clause:

14.2.1 Breach by the training Provider of any of its obligations or representations and warranties stipulated herein

14.2.2 The Training Provider fails to make any payments to the service Provider as per the terms and within the timelines stipulated under this Agreement

14.2.3 The Training Provider, its employees/ Practical Assessor (s), agents etc. or the Trainees are in breach of any of the terms and conditions of this Agreement.

14.3 In case it is found during the period of subsistence of this Agreement that the Training Provider has made any material misrepresented or has given any materially incorrect or false information before signing or during subsistence of this Agreement, this Agreement shall, notwithstanding anything to the contrary contained herein be liable to be terminated by a communication in writing by Service Provider to the Training Provider without the Service Provider being liable in any manner whatsoever to the Training Provider.

#### 14.4 Termination by the Training Provider

Following events shall constitute an event of default by the Service Provider warranting action by the Training Provider under this Clause

14.4.1 Breach by the Service Provider of any of this obligations or representations and warranties stipulated herein.

14.4.2 The service Provider, its employees or agents are breach of any of the terms and conditions of this Agreement.

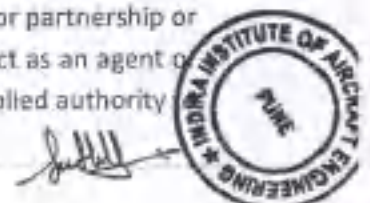
#### 14.5 Termination Notice

14.5.1 In the event that the Service Provider wishes to terminate this Agreement for any reason whatsoever, the Service Provider shall be entitled to terminate this Agreement by serving 2(two) months advance notice in writing to the Training Provider.

14.5.2 If the Training Provider desires to terminate this Agreement for any reason whatsoever, the Training Provider shall serve a 3 (three) months advance notice to the Service Provider in writing.

#### LEGAL STATUS

The relationship of the Parties shall be that of independent contractors. Nothing in this Agreement shall be construed to create a joint venture, agency or partnership or similar relationship between the Parties or to authorize a Party to act as an agent or representative for the other Party. No Party shall have express or implied authority





bind or represent the other Party for any purpose whatsoever unless expressly agreed in writing by the other party.

**16. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement between the Parties. All prior conversations, negotiations or agreements either oral in writing between the Parties or respective agent are cancelled and superseded by this Agreement.

**17. AMENDMENT**

No amendment, modification, variation or waiver of any provision of this Agreement shall be binding or effective unless the same has been made in writing and signed by a duly authorized representative of each of the Parties hereto.

**18. THIRD PARTY BENEFIT**

Nothing herein expressed or implied is intended, nor shall it be constructed, to confer upon or give to any third party any right, remedy or claim under or by reason of this Agreement or any part thereof.

**19. EXPENSES**

Each Training Provider hereby acknowledges and agrees that it shall not have any claim, right, interest of any nature whatsoever or with respect to the ownership of the Aircraft, equipment or component or the intellectual property contained therein or related thereto or to the Training Services provided under this Agreement by the Service Provider.

**20. TITLE**

The Training Provider hereby acknowledges and agrees that it shall not have any claim, right, interest of Any nature whatsoever or with respect to the ownership of the Aircraft, equipment or component or the intellectual property contained therein or related thereto or to the Training Services provided under this Agreement by the Service provider.

**21. SEVERABILITY**

If any clause, section or provision of this Agreement is found to be invalid, illegal or unenforceable by the provisions of applicable law, such invalidity, illegality or unenforceability shall not render the remaining clauses, section or provisions hereof invalid, illegal or unenforceable. In such case, the Parties shall amend this Agreement as appropriate, seeking to achieve the minimum extent necessary to make this Agreement, legal valid and enforceable.

**COUNTERPARTS**

This Agreement may be executed in several counterparts, and each counterparts shall when executed and delivered shall constitute one and the same instrument.



IN WITNESS WHEREOF the said Parties hereto have hereinto set and subscribed their respective hands to these present and to the duplicate hereof the Day and the year first hereinabove written.

SIGNED AND DELIVERED BY THE

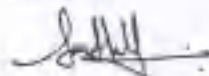
SIGNED AND DELIVERED BY THE

AIR INDIA ENGINEERING SERVICES LTD.

INDIRA INSTITUTE OF AIRCRAFT  
ENGINEERING



THROUGH,  
A. K. Menon  
DGM - Engineering



THROUGH,  
Sachin Shelke  
Accountable Manger

AIR INDIA ENGINEERING SERVICES LTD.

INDIRA INSTITUTE OF AIRCRAFT  
ENGINEERING

In the presence of:

In the presence of:

Sign: 

Sign: 

Name: Anup Vazma

Name: Surendra Giri

Designation: Executive - Mktg

Designation: C.E.O



**ANNEXURE B**

**NODAL OFFICER OF SERVICE PROVIDER**

**NAME:** Mr. Anup Varma

**DESIGNATION:** Executive - Marketing

**ADDRESS:** Industrial Engg. Dept., 4<sup>th</sup> Floor, Old Airport, Santacruz (East), Mumbai - 400029

**CONTACT DETAILS:** MOB - +91 7738371205/ TEL - +91 22 26263489

**EMAIL ID:** anup.varma@airindia.in

**NODAL OFFICER OF TRAINING PROVIDER**

**NAME:** Mr. Ravi Kumar

**DESIGNATION:** Training Manager

**ADDRESS:** Sr. No. 37, Manjari Farm, Near Agriculture college, Solapur road, Pune-412307.

**CONTACT DETAILS:** +91 9527559393 / ३९९१९९२३२६

**EMAIL ID:** indira1ae@rediffmail.com





16072018

**HDFC BANK**  
AG PAYS ONLY  
 NOT NEGOTIABLE

**DEMAND DRAFT**  
VALID FOR 3 MONTHS ONLY  
 PAYABLE AT PAR AT ALL BRANCHES OF HDFC BANK LTD.

**AIR INDIA ENGINEERING SERVICES LIMITED**

ON DEMAND PAY  
 THREE LAKH ONLY

₹ 3,00,000 (IN)

For: *Manjiri*  
 For: HDFC BANK LTD.  
FOR HIGH SEEN SIGNATORIES

**FC FOR VALUE RECEIVED**

MANJIRI  
 PUNE - 412307  
ISSUE NO. 3194953

REF: *Manjiri*  
DR. MANJIRI BANGAD

⑆0001645⑆ 411240036⑆ 999990⑆ 18







17 MAY 2019

23

**/Annexure-1**

**फक्त प्रतिज्ञापत्रासाठी / Only For Affidavit**

१) मुद्रांक विक्री नोंदवही अनु. क्रमांक/दिनांक  
(Serial No./Date)

२) मुद्रांक विकत घेणाऱ्याचे नांव व रहिवाशाचा पत्ता व सही  
(Stamp Purchaser's Name/Place of residence & Signature)

३) मुद्रांक प्रदातक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक  
सह मुद्रांक विक्रीचे ठिकाण/पत्ता

परवाना क्रमांक ८०००१६  
मुद्रांक विक्रीचे ठिकाण/पत्ता:

मुद्रांक प्रदातक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक  
सह मुद्रांक विक्रीचे ठिकाण/पत्ता  
मुद्रांक विक्रीचे ठिकाण/पत्ता:  
मुद्रांक प्रदातक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक  
सह मुद्रांक विक्रीचे ठिकाण/पत्ता

मुद्रांक प्रदातक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक  
सह मुद्रांक विक्रीचे ठिकाण/पत्ता

मुद्रांक प्रदातक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक  
सह मुद्रांक विक्रीचे ठिकाण/पत्ता

मुद्रांक प्रदातक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक  
सह मुद्रांक विक्रीचे ठिकाण/पत्ता

राज्य सरकार  
राज्य मुद्रांक विभाग  
राज्य मुद्रांक निदेशक  
राज्य मुद्रांक निदेशक

*Eladota Paras*  
*Sachin*

*DW*





inconsistent with the context, mean and include its successors and permitted assigns) of the **SECOND PARTY**.

(As the context may require, the Service Provider and the Training Provider shall hereinafter, wherever the context may require be collectively referred to as "**Party**" and individually as a "**Parties**")

**WHEREAS**

- A. A Maintenance Training Agreement dated 16<sup>th</sup> July, 2018 was entered into between the Parties (hereinafter referred to as the "**Agreement**") for providing Practical Training element as defined in CAR 147 (Basic) of DGCA at Mumbai as specified in the Agreement
- B. Based on the operational requirement of the Training Provider, it is desirous to increase the number of Trainees under B2 Practical Training at the Training Facility, within the scope of the Agreement
- C. As per Clause 17 of the Agreement any modifications to the Agreement shall be made in writing, and signed by both the Parties.
- D. Pursuant to the foregoing, the Parties have decided to execute this Addendum No 1 to the Agreement to agree on the additional terms as specified herein below

**NOW THEREFORE**, for consideration of the mutual covenants and agreements herein contained sufficiency and receipt of which are hereby acknowledged, the Parties here to agree to amend the Agreement as follows.

Capitalised terms used in this Addendum No 1, but not otherwise defined herein, shall have the meanings given to them in the Agreement.

**1. AMENDMENT**

- 1.1 The Service Provider shall provide Practical Training element for B2 Training to 50 Trainees as per "Practical Task" defined in the Interface Manual as per guidance of CAR 147 (Basic) of DGCA.
- 1.2 AIFS Mumbai location: (52 – 30 Trainees)  
AIFS Nagpur location: (18) – 20 Trainees)
- 1.3 The Parties hereby agree that the Training Provider shall remit the Charges provided under Clause 5.1 of the Agreement, for the additional Trainees inducted in the Training, as per the provisions of the Agreement



*Narman Mehra*

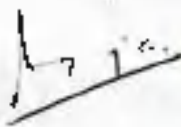
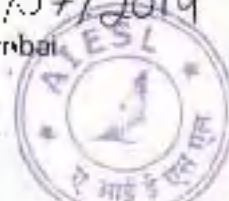
All the other terms and condition of the Agreement shall remain valid, subsisting and binding upon the Parties and shall stand amended to the limited extent as provided herein and the Addendum No.1 and the Agreement shall be read in consonance with each other.

The provisions contained in this Addendum No. 1 may not be waived, modified, amended or altered except by in writing signed by both Parties

This Addendum No.1 may be executed in several counterparts, and each counterpart when executed and delivered shall constitute one and the same instrument.

This Addendum No.1 shall be governed by, construed and enforced in accordance with the laws of India. The provisions of Chapter III (Arbitration and Conciliation) shall apply to this Addendum No.1 as if it were a contract between the Parties.



**IN WITNESS WHEREOF**, the Addendum No.1 has been executed by a duly authorised representative of each of the Parties.

Signed date : 25/07/2019  
At : Mumbai  
  


for and on behalf of : Air India Engineering Services Limited

By : DGM-Marketing

Name: Mr. Sanyee Marja  
Title:

Signed date :  
At : Mumbai  
  


for and on behalf of : India Institute of Aircraft Engineering

Name: NAUNET MEHTA  
Title: TRAINING MANAGER







महाराष्ट्र MAHARASHTRA

2020

AY 172475

अनु.क्र. 2208 J 2 AUG 2020 500/-

संस्थाचा प्रकार ..... कॉम्प्युटर

वस्तू नोंदणी करणार आहेत का ? होय/नाही.

मिळकतीचे वर्णन .....

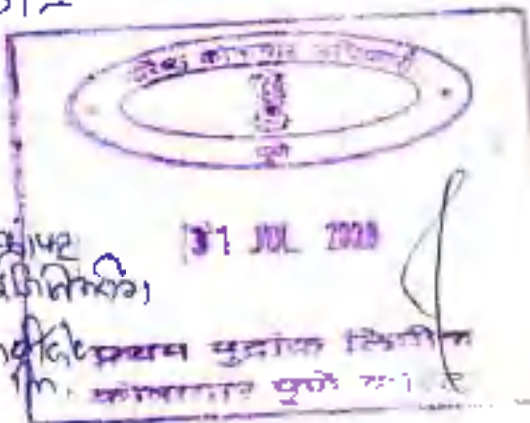
मुद्रांक दिवसाच्या दिनांक 31 JUL 2020

पत्ता ..... मंजरी मार्ग, पुणे अतिरिक्त

दुरुव्या पक्षाकाराचे इतर इतिहास इतिहास मुद्रांक लिणीत

हस्त ध्यावलीचे नांव व पत्ता ..... रवी केशव

जमादोन लक्षमण  
 मर्यादा क्र 2208/1068  
 मुद्रांक विकत घेणाऱ्याची सही



ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून 6 महिन्यांत आपले बंधनकारक आहे.

**Addendum No. 2 to Maintenance Training Agreement Dated 16<sup>th</sup> July 2018 at Mumbai by and between AIESL and Indira Institute of Aircraft Engineering Pune.**

This Addendum No. 2 (The Addendum No.2) is entered on 12<sup>th</sup> August 2020 by and between:

**AIR INDIA ENGINEERING SERVICES LIMITED** a company registered under the Companies Act, 1956 having its registered office at **Airlines House, 113, Gurudwara Rakabganj Road, New Delhi, India, Pin code - 110001.** Hereinafter referred to as the "Service Provider" which Expression shall





This Addendum No. 2 may be executed by several counterparts, and each counterpart when executed and delivered shall constitute one and the same instrument.

This Addendum No. 2 shall be construed, interpreted and enforced in accordance with the laws of India. The provisions of clause 10 (governing law, jurisdiction and dispute resolution) shall apply to this Addendum No. 2 as if the same were set out in full herein.

**IN WITNESS THEREOF**, THIS Addendum No. 2 has been executed by a duly authorized representative of each of the Parties.

Signed Date: 12<sup>th</sup> August 2020

Signed Date: 12<sup>th</sup> August 2020

At Mumbai

At Mumbai

For and on behalf of: Air India Engineering Services Limited

For and on behalf of: Indira Institute of Aircraft Engineering

By


Name: Anil Varma

By: Accountable Manager



Name: Surendra Giri





महाराष्ट्र MAHARASHTRA

© 2019 ©

UY 225222

पंचम मुद्रक कार्यालय, मुंबई  
प.सु.क्र. = १००००१६  
10 MAY 2019  
सक्षम अधिकारी

श्री. दि. क. गवई

ADDENDUM No.-1 to Maintenance Training Agreement dated 16<sup>th</sup> July, 2018 executed between AIESL and Indira Institute of Aircraft Engineering.

This Addendum No.1 (the "Addendum No.1") is executed on 1<sup>st</sup> August 2019, By and between

AIR INDIA ENGINEERING SERVICES LIMITED, a company registered under the Companies Act, 1956, having its registered office at Airlines House, 113, Surwidwara Rakabganj Road, New Delhi, India, Pincode- 110 001, (hereinafter referred to as the "Service Provider" which expression shall, unless repugnant to the context or subject thereof, mean and include its successors and permitted assigns) being party of the FIRST PARTY.

AND

INDIRA INSTITUTE OF AIRCRAFT ENGINEERING, a DGCA Approved aircraft maintenance engineering institute functioning under the aegis of having its Registered address as Sr. No. 37, Manjari Farm, Near Agriculture college, Solapur road, Pune-412307, Maharashtra (hereinafter refer to as the Training Provider which expression shall unless repugnant to or



Namant Mehra



inconsistent with the context, mean and include its successors and permitted assigns) of the **SECOND PARTY**.

(As the context may require, the Service Provider and the Training Provider shall hereinafter, wherever the context may require be collectively referred to as "Party" and individually as a "Parties")

#### WHEREAS

- A. A Maintenance Training Agreement dated 16<sup>th</sup> July, 2018 was entered into between the Parties (hereinafter referred to as the "Agreement") for providing Practical Training element as defined in CAR 147 (Basic) of DGCA at Mumbai as specified in the Agreement.
- B. Based on the operational requirement of the Training Provider, it is desirous to increase the number of Trainees under B2 Practical Training at the Training Facility, within the scope of the Agreement.
- C. As per Clause 17 of the Agreement any modifications to the Agreement shall be made in writing, and signed by both the Parties.
- D. Pursuant to the foregoing, the Parties have decided to execute this Addendum No.1 to the Agreement to agree on the additional terms as specified herein below.

NOW THEREFORE, for consideration of the mutual covenants and agreements herein contained sufficiency and receipt of which are hereby acknowledged, the Parties here to agree to amend the Agreement as follows:

Capitalised terms used in this Addendum No. 1, but not otherwise defined herein, shall have the meanings given to them in the Agreement.

#### 1. AMENDMENT

- 1.1 The Service Provider shall provide Practical Training element for B2 training to 60 Trainees as per "Practical Task" defined in the Interface Manual as per guideline of CAR 147 (Basic) of DGCA.
- 1.2 AIESL Mumbai Location: (B2 – 30 Trainees)  
AIESL Nagpur Location: (B2 – 30 Trainees)
- 1.3 The Parties hereby agree that the Training Provider shall remit the Charges provided under Clause 5.1 of the Agreement, for the additional Trainees inducted in the Training, as per the provisions of the Agreement.



*Narain Mohan*

All the other terms and condition of the Agreement shall remain valid, subsisting and binding upon the Parties and shall stand amended to the limited extent as provided herein and the Addendum No.1 and the Agreement shall be read in consonance with each other.

The provisions contained in this Addendum No. 1 may not be waived, modified, amended or altered except by in writing signed by both Parties.

This Addendum No.1 may be executed in several counterparts, and each counterpart when executed and delivered shall constitute one and the same instrument.

This Addendum No.1 shall be governed by, construed and enforced in accordance with the laws of India. The provisions of Clause 10 (Governing Law, Jurisdiction and Dispute Resolution) shall apply to this Addendum No.1 as if the same were set out in full herein

IN WITNESS WHEREOF, this Addendum No.1 has been executed by a duly authorised representative of each of the Parties.

Signed date

At

25/07/2019

Number

*[Handwritten signature]*



for and on behalf of

Air India Engineering Services Limited

By

DGM - Marketing

Name:

Mr. Sanjeev Moriya

Title:

Signed date

At



*[Handwritten signature: Navneet Mehta]*

for and on behalf of

Indian Institute of Aircraft Engineering

By

Name: NAVNEET MEHTA

Title: TRAINING MANAGER





**International Radiography Services** and **Indira Institute of Aircraft Engineering Pune**, have been referred to as 'Parties' Collectively.

Whereas **International Radiography Services** is having license for possession and operation of Radiography exposures devices for **Industrial Radiography**. Case file Number: MH-29893-INST; Document Number.16-IRLOP-90072 which is approved by **Atomic Energy Regulatory Board Govt. Of India**

And whereas **Indira Institute of Aircraft Engineering Pune**, is in the field of imparting **Basic Aircraft Maintenance Engineering** training to its students and **Indira Institute of Aircraft Engineering Pune**, is approved by **Director General of Civil Aviation Govt. of India**.

NOW THESE PRESENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

1) **Scope and Appointment**

- a) That the **Indira Institute of Aircraft Engineering Pune**, approached **International Radiography Services** to facilitate practical training For **Liquid penetrant testing, Magnetic Particle Testing, Radiography Testing, Ultrasonic Testing And Eddy current testing** hereby agrees to facilitate such training to the student enrolled by **Indira Institute of Aircraft Engineering Pune**, under this MOU from **International Radiography Services**.
- b) **International Radiography Services** agrees to facilitate training to the student enrolled by **Indira Institute of Aircraft Engineering Pune**. The maximum number of student at **International Radiography Services** undergoing practical training shall not exceed 7-8(seven to Eight) student per batch

**Category B2 AVIONICS**

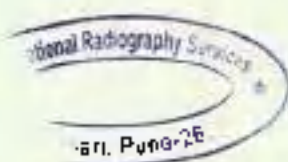
**No of Students-30**

2) **Financial**

As per schedule 1

3) **General**

- a) Both Parties have full power and authority to enter into this MOU and to take any action and execute any documents required by the terms hereof, and that this MOU has been duly authorized. The MOU constitute a legal, valid and binding obligation on the parties, enforceable in accordance with terms thereof.
- b) **International Radiography Services** should have to maintain attendance report of student enrolled by **Indira Institute of Aircraft Engineering Pune** and submit the report to the institute.
- c) The **Indira Institute of Aircraft Engineering Pune** should have to intimate prior 1 month to **International Radiography Services** in advance for practical training.
- d) Commencement of the student for practical training batches wise will be in between 15<sup>th</sup> of January and 30<sup>th</sup> of April of that consecutive year.





4) **Term**

This MOU shall be valid for the term of 05 years from the date of its execution and shall be renewed for further period as mutually agreed, unless terminated by either party.

5) **Termination**

- a) Parties may terminate this MOU without assigning any reason with 30 days' notice in advance to other party
- b) Either Party may terminate this agreement by giving written notice to the other party in the event of occurrence of any insolvency or suspension of the other party's operation or a petition is filed or proceeding made by or against the other party under any state, federal or other applicable law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors or other similar proceedings

6) **Amendment**

This MOU shall not be amended, altered or modified except by an instrument in writing expressly referring to this MOU and signed by the Parties

7) **Notices**

All notices, requests or other communications hereunder shall be in writing, addressed to the parties at their respective registered address only, unless the party by notice to the other party within 10 (ten) days of such change. Notices Mailed By registered or certified mail shall be deemed to have been received by the addressee on the third business day following the mailing or sending thereof. Notices sent by facsimile shall be deemed to have been received when the delivery confirmation is received. Any notices of change of address shall be deemed to have been received only when actually received subject to proof of delivery

8) **Survival**

Termination/ expiry of this MOU shall not affect any accrued rights and liabilities of the parties nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or impliedly intended to come into or continue in force on or after such termination. For the avoidance of doubt, survive/operate notwithstanding termination/ expiry of the MOU. It is also agreed between the Parties that Arbitration, Governing law, jurisdiction and confidential rights of the parties shall survive the termination/ expiry of this MOU

In witness where of the said Parties, Duly authorized, have signed this MOU on the date 27/07/2018.

<p>On behalf of <b>International Radiography Services</b></p>    <p><b>Signature :</b> <b>Name : Laxmidas M Borkar</b> <b>(Managing Partner)</b> <b>Authorized signatory</b></p>	<p>On behalf of <b>Indira Institute of Aircraft Engineering</b></p>    <p><b>Signature :</b> <b>Name : Sachin Shelke</b> <b>(Accountable Manager/ Director)</b> <b>Authorized signatory</b></p>
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## Schedule 1

### Commercials

- 1) **International Radiography Services** shall raised the invoices for the practical training provided by **International Radiography Services** to the student as per the infrastructural facility and services costs circulated at the time of raising invoice and which shall be informed and approved by the Institute well in advance
- 2) All the payment shall be released by **Indira Institute of Aircraft Engineering Pune** as per invoices raised by **International Radiography Services** within 15 days from the date of the invoice but at least 7 days before commencement of such training
- 3) Mode of payment for training provided by **International Radiography Services** is only by Account Pay Cheque
- 4) Per batch training cost is Rs. 5000/- (five Thousand) inclusive all which comes to Rs. 20000/- (Twenty Thousand) for four(4) batches







महाराष्ट्र MAHARASHTRA

2021

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23 JUN 2021

त्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

अनु.क्र. १९१७ दि. ११/०५/२०११ म.स.सं. ५००१  
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 दस्त नोंदणी करणारा जाहेस का ? हजेर/चाही.  
 मिळवता येईल  
 मुद्रांक विकत घेणाऱ्याचे नाव ..... श्री. (ग) श्री. (ग) श्री. (ग) श्री. (ग) श्री. (ग)  
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 परवाना क्र. २१०१००३  
 लोक शास्त्रालय, का. हजेरी, जि. पुणे

मुद्रांक कोषागार अधिकारी  
 पुणे  
 14 JUN 2021  
 मुद्रांक लिपीक  
 करिला

**MAINTENANCE TRAINING AGREEMENT**

This **MAINTENANCE TRAINING AGREEMENT** (the "Agreement") is entered into on this (the "Effective Date") at Hyderabad. July 08 2021

**BY AND BETWEEN**

GMR Air Cargo And Aerospace Engineering Limited, as a CAR 145 approved Maintenance Organization, bearing approval No. F/HYD/MRO/MGAT/1858 (Old Ref) and F/HYD/GACAEL/1055 (New Ref), a company incorporated under the Companies Act, 1956, having its registered office at Plot No. 1, GMR Hyderabad Aviation SEZ, Rajiv Gandhi International Airport, Hyderabad - 500108,

*Signature*

*Signature*



*Signature*

Telangana, India, (hereinafter referred to as "**Service Provider**" which expression, unless repugnant to the context hereof shall mean and include its successors and permitted assigns) of the **FIRST PART**.

**AND**

**Indira Institute of Aircraft Engineering (IIAE)**, having its registered address at Sr.No.37, Manjari Farm, Near Agriculture College, behind Valshali Fitness, Pune – Solapur Road, Pune, Maharashtra-412307 (hereinafter referred to as the "**Training Provider**" which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) of the **SECOND PART**.

(As the context may require, the Service Provider and the Training Provider shall hereinafter be individually referred to as a "**Party**" and collectively as "**Parties**").

**WHEREAS:**

- A. The Training Provider is Approved by Director General of Civil Aviation under CAR 147 for conducting training in category B1.1/B2 license basic training courses.
- B. The Training Provider is desirous of engaging the services of the Service Provider for conducting B1.1/B2 license basic training courses and has approached the Service Provider to assist in providing access to different aircraft types in order to enable the Training Provider to perform practical training sessions under their approved B1.1/B2 License Basic training courses to third parties.
- C. The Service Provider, a Maintenance Repair Overhaul ("**MRO**") Division, of GMR Air Cargo And Aerospace Engineering Limited has agreed to provide the said training to the Training Provider with access to Aircraft, to enable the Training Provider to perform practical training sessions under the supervision of their authorized personnel.
- D. For the above-mentioned purpose, the Parties are desirous of entering this Agreement on the terms and conditions as mentioned here in below.

**NOW THEREFORE, IN CONSIDERATION OF THE RESPECTIVE COVENANTS, TERMS; AND CONDITIONS SET FORTH IN THIS AGREEMENT, THE PARTIES WITH THE INTENT TO BE LEGALLY BOUND. BY IT HAVE-HEREBY AGREED AS FOLLOWS:**

**1. DEFINITIONS**

In this Agreement, unless the context otherwise requires: (i) capitalized terms defined by inclusion in the quotations and/or parentheses have the meanings so ascribed; (ii) terms used but not defined herein, but defined in the Civil Aviation Requirement 147 (Basic) (the "**CAR,147(Basic)**") or AAC-2 of 2018, shall have the same meaning as ascribed in the CAR 147(Basic) or AAC-2 of 2018; (iii) in the event of any inconsistency with respect to the meaning of the words defined herein and the meaning of the word defined under CAR 147 (Basic) or AAC-2 of 2018; the meaning ascribed to the words under CAR 147 (Basic) or AAC-2 of 2018, shall prevail over the



*Party*

*[Signature]*



extent of such inconsistency; and (iv) the following words and expressions will have the meanings ascribed to them below:

**"Business Day"** means a day (other than Saturday or Sunday or a public holiday) on which banks are open for business.

**"Day"** means a calendar day.

**"Confidential Information"** shall have the meaning assigned to it in Clause 13.

**"DGCA"** means the Directorate General of Civil Aviation, India.

**"Gross Negligence and Willful Misconduct"** means any act or failure to act, (whether sole; joint or concurrent) by a person that is intended to cause or was in reckless disregard of, or wanton indifference to, the harmful consequences to the safety or property of another person, which the person acting or failing to act, knew or should have known, would result from such act or omission, provided that Gross Negligence or Willful Misconduct does not include any act or failure to act insofar as it was done or omitted in accordance with the mutual agreement of the Parties.

**"Term"** shall have the meaning assigned to it in Clause 4.

**"Training Facility"** means the training facility of the Service Provider located at Hyderabad.

**"Batch"** means a number of Students enrolled for a particular course for one academic period and whose year of completion of course is the same and not associated with other Batch.

**"USD"** means United States Dollars, the lawful currency of United States of America.

**"Practical Instructor/Assessor"** means a qualified personnel acceptable to Training Provider, for providing Training as may be nominated by the Service Provider.

In this Agreement, unless the contrary intention appears:

- a) Clause headings used herein are for convenience of reference only and are not intended to define, limit or modify the provisions of this Agreement in any way;
- b) Words in the singular number include the plural and vice versa; and
- c) In the event of any inconsistency between figures and words, the amount indicated in words shall prevail to the extent of such inconsistency.

## 2. AGREEMENT OBJECTIVE

2.1 The Training Provider hereby engages, the Service Provider to provide practical training sessions under the B1.1/B2 license basic training courses and on job training (hereinafter referred to as the **"Trainees"**) on Aircraft as provided by the Service provider hereinafter referred to as the **"Aircraft"**) at the Training Facility.

2.2 The Service Provider hereby accepts such engagement.

## 3. TRAINING

3.1(a). The Training Provider hereby represents and warrants that it has the training capability of providing theoretical training to the Trainees.

3.1 (b). The Service Provider shall provide the Training to the Trainees in the following areas:

1. Metal and Composite structure repairs



*[Handwritten signature]*

2. Engine and propeller
3. Major Maintenance
4. Line Maintenance
5. Component Overhaul

3.1 (c) The Service Provider shall provide the Training in following batch size (each academic year/batch) :

Training Type	No. of students
B1.1/B2	60

**Note: GACAEL will allow maximum Sixty (60) students for training (B1.1 / B2) every academic year/batch. At a time, maximum Fifteen (15) trainees per Practical Instructor/Assessor shall have practical training at Service provider facility.**

- 3.2. The Training Facility shall only be used for the Aircraft type made available by the Service Provider.
- 3.3.a. The Training Provider shall provide the Service Provider with a list of tasks for providing the required Training as prescribed in the mutually accepted Interface manual/SOP (Standard Operating Procedure). Service Provider shall train the Trainees for the task performance and knowledge by its Practical Instructor/Assessor. The trainees are expected to observe the performance of these tasks in the presence of Practical Instructor/Assessor. After the practical performance the Trainees are expected to note down the details of the task performed in their logbook, which shall be duly signed, by the Practical Instructor/Assessor.
- 3.3.b. The Training Provider shall nominate a representative to jointly ensure along with the service provider during the training that no more than five (5) Trainees shall be permitted inside the cockpit of the Aircraft during Training at any given time. Trainees while undergoing Training shall only be allowed to observe and under no circumstances shall they be permitted to operate systems of an aircraft undergoing maintenance by the Service Provider.
- 3.4 The Training Provider shall provide the details of its preferred Training hours as per Interface manual/SOP to the Service Provider for the purpose of booking the Aircraft for Training and the Service Provider shall make such bookings as requested by the Training Provider from time to time, subject to the availability of such Aircraft.
- 3.5 Subject to the terms of Clauses 3.4, the Service Provider shall schedule Training sessions on the Aircraft for the Training Provider. In this regard, the Parties agree that the Training Provider shall provide the Service Provider with firm slot requests for scheduling allocated hours of the Training on the Aircraft, at least thirty (30) Days' prior to the proposed commencement of the Training.
- 3.6 The Service Provider shall, on receipt of the slots requested by the Training Provider pursuant to Clause 3.5 of this Agreement, within 15 (fifteen) Days, on receipt of such request confirm in writing to the Training Provider, the availability of the dates requested and allocate specific slots on the specified dates in advance or suggest alternative dates for the Training Provider's consideration. The Service Provider does not in any way guarantee the availability of particular dates and timeslots unless such availability has been confirmed by the Service Provider in writing.





- 3.7 In the event, the Training Provider reschedules or cancels a scheduled Training session, the Service Provider shall not be liable to reimburse the Training Provider for any Charges already paid by the Training Provider. The training shall be rescheduled anytime with mutual consent between the parties.
- 3.8 The Parties agree that any aircraft shall only be made available for Training when such an aircraft is in the control of the Service Provider for scheduled maintenance. For the avoidance of doubt, the Service Provider reserves the right to refuse the availability of an Aircraft to the Training Provider for Training at its sole discretion and the Training Provider hereby acknowledges such absolute right of the Service Provider.
- 3.9 The Training Provider shall ensure that the Trainees (a) obtain hanger entry and security passes through GACAEL/BCAS security before the commencement of the Training and (b) shall comply with the interface manual/SOP at all times. In the event any Trainee fails to obtain the hangar entry and security pass or fails to adhere to the interface manual/SOP, the Service Provider reserves the right to refuse to provide Training to such a Trainee.
- 3.10 The Training Provider shall ensure that all Trainees undergoing Training are equipped with safety caps, gloves, boots and uniform at all times and the same are made available to all the Trainees by the Training Provider at its own cost and responsibility. The service provider shall ensure availability of the necessary first aid facilities to the trainee's during the training period. The Training Provider shall also ensure that all the trainees undergoing training have valid health and life insurance cover at all times.
- 3.11 The Training Provider's nominated representative along with Service provider shall ensure that the Trainees shall not visit any other location within the Training Facility except as authorized by the Service Provider during the Training.
- 3.12 The Training Provider shall ensure that the Trainees shall not make inquiries or solicit any information about any other program other than the one governing the Training under this Agreement.
- 3.13 The Training provider shall ensure that before the Trainees are brought on the Aircraft, the Practical Instructor/Assessor shall provide a safety briefing about precautions upon accidentally coming in contact with hydraulic fluids while near the Aircraft to the Trainees.
- 3.14 The service provider shall not be responsible to provide any transport facility to the Trainees and the Trainees shall make their own transport arrangement to and from the Training Facility and shall not be entitled to service provider's transport facilities.
- 3.15 Disciplinary action while undergoing the Training including but not limited to debarment from Training may be taken by the Service Provider in respect of any or all Trainees undergoing Training for any violations at any time without giving any prior notice to the Training Provider and which decision of the Service Provider shall be final and binding.
- 3.16 Service Provider agrees to have Training Facility audited by DGCA representative to the extent of meeting the Training requirements.

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3.17 Both Service provider and Training provider shall nominate Nodal Officer for liaisoning between Service Provider and Training Provider in order to coordinate the entire training process as detailed above. Training Provider and Service Provider agreed to nominate Nodal Officers as per **Annexure 1** to this agreement.

#### 4. TERM OF AGREEMENT:

4.1. This Agreement shall be effective from the Effective Date and shall remain valid for a period of Five (5) years (term) unless otherwise terminated earlier by either Party, as per the terms of this Agreement. The Parties agree that this Agreement may be renewed by the Parties upon mutually agreed terms and conditions in writing.

#### 5. CHARGES AND PAYMENT TERMS

5.1 The Training Provider shall pay to the Services Provider the charges for providing the Training (the "Charges") as agreed:

S.No.	Category	Practical Training Hours/Weeks/Month	Practical Training Cost Per Trainee (USD equivalent of INR)
1	B1.1 (Aeroplane Turbine)/B2 Avionics	10 Weeks Practical Training Covering 360 Hours	Rs.1,00,000/- per each Student
2	B1.1 (Aeroplane Turbine)/B2 Avionics	1 week Practical Training covering 36 hours	Rs.10,000/- per each student.

Note: 5.No.2 training charge shall be used for providing training to candidates who have completed practical training partially in other maintenance environment prior to the execution of this agreement.

5.2 The Course Fee mentioned in the aforesaid Table shall be paid by the Training Provider to the Service Provider within a period of 15 days in two installments. The first installment shall be paid before the commencement of the Training batch and the second installment shall be paid latest within Twelve (12) months after the first installment payment, failing which shall be treated as event of Default.

5.3 Further, an upfront Interest free amount of Rs. 2,00,000/- (Rupees Two Lakhs only) shall be paid by the Training Provider as "Management Fees" to the Service provider on the signing of the Agreement. The Management Fee shall be non-refundable and shall be paid to renew or extend each term of the agreement.

5.4 The Training Provider shall provide minimum 30 Students per academic Batch for Practical Training to the Service Provider till existence of the Agreement, failing which shall be treated as event of Default.

5.5 Training Provider shall deposit and maintain an interest free security deposit of INR Rs 3,00,000/- (Rupees Three Lakhs only) with the Service provider (hereinafter referred to as the "Security Deposit") within 30 days from the date of signing of Agreement. In case of failure of the Training Provider to pay the Charges or pay the dues for damages if any caused by the Trainees within the time period notified by the Service Provider, such damages shall be recovered from the Security Deposit submitted by the Training Provider. In case of such withdrawal from the Security Deposit, the Training Provider shall restore the Security Deposit to its original value within seven (7) Business Days from the date of such withdrawal.





3.17 Both Service provider and Training provider shall nominate Nodal Officer for liaisoning between Service Provider and Training Provider in order to coordinate the entire training process as detailed above. Training Provider and Service Provider agreed to nominate Nodal Officers as per **Annexure 1** to this agreement.

#### 4. TERM OF AGREEMENT:

4.1. This Agreement shall be effective from the Effective Date and shall remain valid for a period of Two (2) years (term) unless otherwise terminated earlier by either Party, as per the terms of this Agreement. The Parties agree that this Agreement may be renewed by the Parties upon mutually agreed terms and conditions in writing.

#### 5. CHARGES AND PAYMENT TERMS

5.1 The Training Provider shall pay to the Services Provider the charges for providing the Training (the "Charges") as agreed:

S.No.	Category	Practical Training Hours/Weeks/Month	Practical Training Cost Per Trainee (USD equivalent of INR)
1	B1.1 (Aeroplane Turbine)/B2 Avionics	10 Weeks Practical Training Covering 360 Hours	Rs.1,00,000/- per each Student
2	B1.1 (Aeroplane Turbine)/B2 Avionics	1 week Practical Training covering 36 hours	Rs.10,000/- per each student.

Note: S.No.2 training charge shall be used for providing training to candidates who have completed practical training partially in other maintenance environment prior to the execution of this agreement.

5.2 The Course Fee mentioned in the aforesaid Table shall be paid by the Training Provider to the Service Provider within a period of 15 days in two installments. The first installment shall be paid before the commencement of the Training batch and the second installment shall be paid latest within Twelve (12) months after the first installment payment, failing which shall be treated as event of Default.

5.3 Further, an upfront Interest free amount of Rs. 2,00,000/- (Rupees Two Lakhs only) shall be paid by the Training Provider as "Management Fees" to the Service provider on the signing of the Agreement. The Management Fee shall be non-refundable and shall be paid to renew or extend each term of the agreement.

5.4 The Training Provider shall provide minimum 30 Students per academic Batch for Practical Training to the Service Provider till existence of the Agreement, failing which shall be treated as event of Default.

5.5 Training Provider shall deposit and maintain an interest free security deposit of INR Rs 3,00,000/- (Rupees Three Lakhs only) with the Service provider (hereinafter referred to as the "Security Deposit") within 30 days from the date of signing of Agreement. In case of failure of the Training Provider to pay the Charges or pay the dues for damages if any caused by the Trainees within the time period notified by the Service Provider, such damages shall be recovered from the Security Deposit submitted by the Training Provider. In case of such withdrawal from the Security Deposit, the Training Provider shall restore the Security Deposit to its original value within seven (7) Business Days from the date of such withdrawal.



- 5.6 Failure of the Training Provider to reinstate/restore the Security Deposit shall entitle the Service provider to terminate the Agreement. In the event the Security Deposit is insufficient to cover the said liquidated damages, the Training Provider shall pay to the Service Provider, on demand, the balance amount with fourteen (14) Days of receipt of the demand notice along with an Interest calculated at 18% (eighteen) percent from the due date as may be specified in the demand notice.
- 5.7 Any appropriation from the Security Deposit of the Training Provider shall not be considered as a cure of the Training Provider's obligation to pay the Charges as per the terms of this Agreement
- 5.8 The Security Deposit shall be returned by the Service provider to the Training Provider within 30 days from the termination of Agreement.
- 5.9 The Service Provider shall raise invoice for training fees in USD. The above charges are **exclusive of GST** shall be borne by the training provider. The Training Provider shall pay the said Charges, at least 15 (fifteen) Days prior to the start of each scheduled batch of Training. All payments shall be made in favor of GMR Air Cargo And Aerospace Engineering Limited.
- 5.10 In the event the Training Provider fails to pay the Charges as per the terms of this Agreement. The Service Provider reserves the right to terminate the contract.

## 6. REPRESENTATIONS AND WARRANTIES

- 6.1 Each of the Parties represents and warrants to the other as on the Effective Date that:
- It has the requisite power, authority and legal right and has taken all actions necessary on its part, to validate, execute and deliver this Agreement and the performance of its obligations here under.
  - This Agreement has been duly authorized, executed and delivered and constitutes legal, valid and binding obligations of the Party, and is enforceable against the Party, in accordance with the terms hereof.
  - The execution, delivery and performance of this Agreement shall not be in conflict with, or shall result in the breach of, or constitute a default under any law, rule, regulation, authorization or approval of any government agency or body in India, or under the terms of any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is affected or bound to be affected.
- 6.2 Training Provider represents and warrants to Service Provider that:
- The rights of the Training Provider under the Agreement shall not constitute any right, title or interest of any kind in or to any of the Aircraft.
  - No structural changes, alterations to any of the Aircraft shall be made by the Training Provider or its employees.
  - All mandatory markings in the cabin and/or cockpit shall not be disturbed or altered by the Training Provider or its employees.





- d) The Training Provider shall not cause or permit any claim, lien or other encumbrance arising from this Agreement to attach to the Aircraft or any portion thereof or the Service Provider's interest therein.
- e) The Training Provider shall be solely responsible for obtaining all regulatory and governmental clearances, permissions and approvals for providing the Training, under this Agreement.
- f) The Training Provider shall ensure that the Trainees shall obey all instructions, whether verbal or written, given by the Service Provider or the Practical Instructor/Assessor as appointed by the Service Provider as the case may be, whilst availing the Training, and any action of the Trainee contrary to such instructions shall be construed as breach of discipline and the Service Provider shall take immediate appropriate action and the Training Provider shall be liable to pay any reasonable costs or damages suffered by the Service Provider due to such breach.
- g) The documentations (including but not limited to the list of tasks as provided under Clause 3.3 (a) of the Agreement) required to enable the Service Provider to provide the Training, shall be provided by the Training Provider.

## **7. INDEMNIFICATION**

- 7.1 Training Provider agrees to fully indemnify the Service Provider and their directors, officers, contractors, subcontractors, agents, and employees from any liability, claims, demand, losses, suits, expense, causes of action, loss, or damage whatsoever which may be suffered by, accrued against, charged to, or recoverable from the Service Provider (including its directors, officers, contractors, subcontractors, agents, and employees) by the reason of any injury, including death, to any person or by reasons of any damage to any property (Including but not limited to the Aircraft) belonging to the Service Provider at all times in connection with or arising out of or pertaining to this Agreement, it being the intent of this Clause to protect and indemnify the Service Provider from any and all loss arising out of or in connection with the obligations of the Training Provider performed under this Agreement, except to the extent that the claims, expenses, causes of action, losses or damages which arise out of the Gross Negligence or willful Misconduct of the Service Provider.
- 7.2 The Obligation undertaken hereinabove shall expressly include, without limitation, indemnification against injuries or death of any Trainee or Service Provider's/Practical Assessor(s)/Instructor(s) and Training Provider's employees in any way connected with or resulting from the sole, joint, or comparative negligence of any Trainee or Training Provider's employees/instructor(s), whether acting jointly or severally.
- 7.3 Indemnity provided under this Clause 7 shall survive termination or expiration of this Agreement.

## **8. LIABILITY.**

- 8.1 Notwithstanding anything to the contrary contained herein the Training Provider acknowledges that the Service Provider cannot guarantee or warrant to the Training Provider that any person availing Training under this Agreement will achieve any specified level of proficiency or will qualify for any license, certificate or rating issued by any regulatory agency or any authority (including but not limited to DGCA). Without prejudice to the generality of the



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*of 1/1/18*



foregoing, the Service Provider shall not be liable for any incompetence displayed by any Trainee who is undergoing or has undergone Training under this Agreement.

- 8.2 For any non-function or malfunction of any Training device or equipment, the Service Provider shall not incur any liability whatsoever, whether by way of direct or indirect damages or otherwise. The only responsibility of the Service Provider in such an event shall be to reschedule and provide alternative slots as mutually agreed by the Parties for providing the Training.
- 8.3 Under no circumstances shall either Party be liable for any indirect, special or consequential damages to the other party.

## 9. FORCE MAJEURE

- 9.1 Either Party shall not be liable to the Other for any delays in performing or for the failure to perform any of its obligations or duties hereunder due to unforeseen circumstances or causes beyond its reasonable control, including but not restricted to Act of God, War, riot, embargo, act of civil or military authorities, fire, floods, accidents, terrorist activity, strikes, gales, storm, earthquake, explosions or other catastrophes, warlike operations, boycott, rebellions, sabotage, epidemics, quarantines, lock out, governmental action, orders, regulations or restrictions, or industrial conflicts, hostilities, revolution, civil commotion or public disorder, labour disturbances/disputes or any other cause beyond the control of such party, including the non-availability of the Aircraft for reasons beyond the control of the Service Provider (each a "Force Majeure Event").
- 9.2 The Party encountering and affected by a Force Majeure Event shall inform the other Party within 24 hours in writing explaining the nature and expected duration of the Force Majeure Event and shall use its best reasonable efforts to resume Performance of this Agreement in accordance with its terms as promptly as possible and/or to minimize the economic and other effects.
- 9.3 For the avoidance of doubt, it is agreed between the Parties that revenue obligations for actual completed performance of the Agreement shall not be excused due to a Force Majeure Event and shall not be subject to suspension.
- 9.4 If the period of Force Majeure Event, exceeds 2 months from the receipt of written notice of the Force Majeure Event, either Party may, by giving a two (2) months written notice to the other Party, terminate this Agreement.

## 10. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

### 10.1 Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of India.

### 10.2 Jurisdiction

Any dispute or disagreement whatsoever arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Courts of Hyderabad, India, only.

### 10.3 Dispute Resolution

- 10.3.1 In case of any dispute arising out of or relating to this Agreement the parties shall use their respective reasonable efforts and allocate sufficient resources to negotiate in good faith and to resolve such dispute within thirty (30) days



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from the date when such dispute is communicated by either Party to the other Party.

10.3.2 If no settlement is reached within thirty (30) days from the date when such dispute is communicated by either Party, or if the Parties fail to meet within such time, the dispute shall be referred to and finally resolved by arbitration.

10.3.3 Such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time, by a panel of three (3) arbitrators. The parties shall appoint one (1) arbitrator each and the two (2) such appointed arbitrators shall in turn appoint the third (3rd) arbitrator as the presiding arbitrator.

10.3.4 The venue of such arbitration shall be Hyderabad, India and the arbitration proceedings shall be conducted in English language.

10.3.5 The arbitration award passed under this Clause 14, shall be final and binding on the parties.

10.3.6. Each party shall bear their own cost with respect to such arbitration.

## 11 ASSIGNMENT

No Assignment without consent

- a) The Training Provider shall not assign this Agreement, in whole or in part, nor any of its rights or obligations hereunder, without the express and prior written consent of the Service Provider, which consent may be provided or denied by the Service Provider in its sole and absolute discretion.
- b) Any assignment of this Agreement or any of the rights hereunder, without the Service Provider's express and prior written consent shall be absolutely void and in the Service Provider reserves the right to terminate this Agreement by providing a fifteen (15) Days' prior notice to the Training Provider.

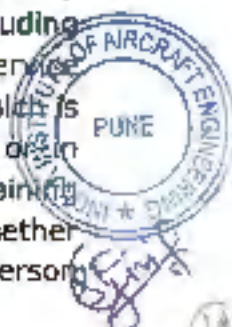
## 12 WAIVERS

No forbearance or delay on the part of either Party in enforcing its rights, under this Agreement shall constitute or operate or deem to constitute or operate as a waiver of any terms of this Agreement, or a forfeiture of any such rights or a consent thereto; nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by the applicable laws.

## 13. CONFIDENTIALITY

13.1 Confidential or proprietary information means information that is designated as 'confidential' or which by its nature is clearly confidential. The Confidential Information includes, without restriction any information concerning the technology, technical processes, business processes, procedures, personal data, business affairs, financial affairs and finance of either Party.

13.2 The Training Provider acknowledges that, pursuant to this Agreement it may have access to certain information concerning the Service Provider including but not limited to the suppliers and third party vendors of the Service Provider, manufacturers of Aircraft provided under the Services, etc. which is either confidential or proprietary in nature, whether received orally or in writing, each forms a part of the Confidential Information and the Training Provider acknowledges and agrees that all Confidential Information whether disclosed orally or in writing, is the property of the disclosing entity or person.



and constitutes valuable, special and unique assets of the business of such entity or person. The Training Provider agrees that it shall neither disclose to any third party (except its employees, consultants or advisers who have a need to know the information and who have signed or are bound by confidentiality agreements /undertakings at least as stringent as those contained herein) nor use such Confidential Information for any purpose other than for the purpose of this Agreement. These nondisclosure obligations shall not apply to the Confidential Information that (a) is or becomes public through no breach of this Agreement, (b) is received by the receiving Party from a third party free to disclose it, (c) is independently developed by the receiving Party or (d) is required by law, judicial, government order or other legal process to be disclosed (including disclosure requirements which must be made to comply with obligations of a Party as a public company), provided in such case that the Party required to make such disclosure, provides to the disclosing Party reasonably prompt notice of any such requirement prior to making such disclosure, so that such party may seek an appropriate protective order, waive compliance with this provision with respect to such disclosure and/or agree to the contents and/or terms of such disclosure. In the event of a breach of the Agreement by the receiving Party or termination of the Agreement, Confidential Information shall be returned to the disclosing Party upon its request.

- 13.3 It is hereby agreed between the Parties that the Training Provider shall be solely responsible and liable for any and all claims of a third party (including but not limited to the suppliers and third party vendors of the Service Provider, manufacturers of Aircraft provided under this Agreement etc), related to wrongful disclosure of the Confidential Information by the Training Provider or its employees and the Training Provider hereby agrees and undertakes to keep the Service Provider fully indemnified against any such claim of a third party.

#### **14. TERMINATION**

##### **14.1 Termination by Either Party**

Notwithstanding anything contained under Clause 14.5, either Party shall have the right to terminate this Agreement prior to the expiry of the Term by providing the other party with a written notice of three months (03 months) on the following grounds:

- a) Without assigning any reason whatsoever; and
- b) Occurrence of a Force Majeure Event as per Clause 9 above.

##### **14.2 Termination by Service Provider**

In the event of breach of any of the terms of this by the Training Provider, the Service Provider reserves the right to terminate this Agreement and claim damages from the Training Provider at the sole cost and risk of the Training Provider. Following events shall constitute an event of default by the Training Provider warranting action by the Service Provider under this Clause:

14.2.1 Breach by the Training Provider of any of its obligations or representations and warranties stipulated herein.

14.2.2 The Training Provider fails to make any payments to the Service Provider as per the terms and within the timelines stipulated under this Agreement.

14.2.3 The Training Provider, its employees/Practical Assessor(s), agents etc. or the Trainees are in breach of any of the terms and conditions of this Agreement.



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*Handwritten signature and stamp in the bottom right corner.*



14.2.4 In case it is found during the period of subsistence of this Agreement that the Training Provider has made any material misrepresentation or has given any materially incorrect or false information before signing or during subsistence of this Agreement, this Agreement shall, notwithstanding anything to the contrary contained herein be liable to be terminated, by a communication in writing by Service Provider to the Training Provider without the Service Provider being liable in any manner whatsoever to the Training Provider.

14.2.5 Training Provider doing or permitting to be done any act, matter, deed or thing in violation of Applicable Law to the extent Training Provider's performance of its obligation under this Agreement is materially affected.

14.2.6 Default made in the confidential clause.

#### 14.4 Termination by the Training Provider

Following events shall constitute an event of default by the Service Provider warranting action by the Training Provider under this Clause:

14.4.1 Breach by the Service Provider of any of its obligations or representations and warranties stipulated herein.

14.4.2 The Service Provider, its employees or agents are in breach of any of the terms and conditions of this Agreement.

#### 14.5 Termination Notice

14.5.1 In the event that the Service Provider wishes to terminate this Agreement for any reason whatsoever, the Service Provider shall be entitled to terminate this Agreement by serving 30 (thirty) Days advance notice in writing to the Training Provider.

14.5.2 If the Training Provider desires to terminate this Agreement for any reason whatsoever, the Training Provider shall serve a 3 (three) months advance notice to the Service Provider in writing.

### 15. LEGAL STATUS

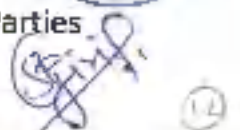
The relationship of the Parties shall be that of independent contractors. Nothing in this Agreement shall be construed to create a joint venture, agency or partnership or similar relationship between the Parties, or to authorize a Party to act as an agent or representative for the other Party. No Party shall have expressed or implied authority to bind or represent the other party for any purpose whatsoever unless expressly agreed in writing by the other Party.

### 16. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the Parties. All prior conversations, negotiations or agreements either oral or in writing between the Parties or their respective agents are cancelled and superseded by this Agreement.

### 17. AMENDMENT

No amendment, modification, variation or waiver of any provision of this Agreement shall be binding or effective unless the same has been made in writing and signed by a duly authorized representative of each of the Parties hereto.



**18. THIRD PARTY BENEFIT**

Nothing herein expressed or implied is intended, nor shall it be construed, to confer upon or give to any third party any right, remedy or claim under or by reason of this Agreement or any part thereof.

**19. EXPENSES**

Each Party shall bear its own costs and expenses (including legal expenses) associated with the preparation, negotiation and execution of this Agreement and any other relevant documents.

**20. TITLE**

The Training Provider hereby acknowledges and agrees that it shall not have any claim, right, interest of any nature whatsoever or with respect to the ownership of the Aircraft, equipment or component or the intellectual property contained therein or related thereto or to the Training Services provided under this Agreement by the Service Provider.

**21. ADVERTISING**

Training Provider shall not use Service Provider's name in any form including but not limited to any promotional materials, signs, announcements or other forms of communication or advertising by it or in any other manner whatsoever, unless Service Provider's express written permission for such use has been obtained in advance. For the avoidance of doubt, this shall also include not using Service Provider's name, logo, or brand directly or indirectly on any social media outlet (i.e., weblogs or "blogs," wikis, and other forms of online publishing) including, but not limited to, Face book, Twitter or YouTube without Service Provider's prior written approval. Violation of this clause will be treated as breach of this Agreement.

**22. SEVERABILITY**

If any clause, section or provision of this Agreement is found to be invalid illegal or unenforceable, by the provisions of the applicable law, invalidity, illegality or unenforceability shall not render the remaining clauses, sections or provisions hereof invalid, illegal or unenforceable. In such a case, the Parties shall amend this Agreement as appropriate, seeking to achieve the minimum extent necessary to make this Agreement, legal valid and enforceable.

**23. COUNTERPARTS**

This Agreement may be executed in several counterparts, and each counterpart shall when executed and delivered shall constitute one and the same instrument.

**IN WITNESS WHEREOF** the said Parties hereto have hereinto set and subscribed their respective hands to these present and to the duplicate hereof the Day and the year first hereinabove written.





**For GMR Air Cargo And Aerospace Engineering Limited**

  
**Ashok Gopinath**

**Chief Executive Officer (MRO Division)**

**Witness 1:** A. THIRUMURUGAN  
TRAINING MANAGER, GAT

**Witness 1:** 


**Witness 2:** K. Chandrakanth Reddy


**Witness 2:** 

**For Indira Institute of Aircraft Engineering**

**Surendra Giri/CEO [surendra1690@gmail.com](mailto:surendra1690@gmail.com) 9960686897**

**Founder Director**

  
**Witness 1:** A. THIRUMURUGAN  
TRAINING MANAGER, GAT

**Witness 1:** 

**Witness 2:** K. Chandrakanth Reddy

**Witness 2:** 



  
A handwritten signature in blue ink, appearing to read "Surendra", written over a faint circular stamp.

**ANNEXURE B**

**NODAL OFFICER OF SERVICE PROVIDER**

NAME: Shri. A. THIRUMURUGAN

DESIGNATION: TRAINING MANAGER - QUALITY ASSURANCE

ADDRESS: Plot No. 1, GMR Hyderabad Aviation SEZ, Rajiv Gandhi International Airport, Hyderabad - 500108, Telangana, India.

CONTACT DETAILS: MOBILE 9320611107

TEL: 040 6725 1024

EMAIL: thirumurugan.a@gmraerotech.in

**NODAL OFFICER OF TRAINING PROVIDER**

NAME: NAVNEET MEHTA

DESIGNATION: TRAINING MANAGER

ADDRESS: Indira Institute of Aircraft Engineering Sr. No. 37 Manjari farm Near Agriculture College Pune Solapur Road Pune - 412307

CONTACT DETAILS: MOBILE 9667070125

TEL: 9960686897

EMAIL: Navneet.mehta@gmail.com

forohed



Navneet Mehta





महाराष्ट्र MAHARASHTRA

2022

18AA 078211

पुणे न्यायिक न्यायालय, पुणे  
पा.क्र.दि.अ. ६०००००६  
28 JUN 2022  
श्री. दि. क. गवई

**PRACTICAL MAINTENANCE EXPERIENCE AGREEMENT**

This Practical Maintenance Experience Agreement (the "Agreement") is made at Mumbai on this 10<sup>th</sup> day of August, 2022 ("Execution Date");

**BY AND BETWEEN**

**Go Airlines (India) Limited**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at c/o. Britannia Industries Limited, A-33, Lawrence Road Industrial Area, New Delhi-110035 and corporate office at C-1 Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai-400025, hereinafter referred to as "Go First" (which expression shall, unless repugnant to the context or the meaning thereof, mean and include its successors in title and interest and assigns) of the **FIRST PART**;

**AND**

**Indira Institute Of Aircraft Engineering IIAE, Pune**, a company incorporated under the provisions of the Indian Partnership Act 1932, with certificate of registration no. MPA78726 and having its registered office at Sr No. - 37 Manjei Farm, Near Agriculture College, Solapur Road, Pune-412307, hereinafter referred to as "IIAE PUNE" (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors in title and interest and permitted assigns) of the **SECOND PART**



Go First and IIAE PUNE are hereinafter jointly and collectively referred to as the "Parties" and individually as a "Party".

**WHEREAS:**

- A. Go First is a scheduled airline in India operating in the domestic and international sectors and a CAR 145 organization;
- B. IIAE PUNE is a CAR 147 Basic Aircraft Maintenance Training Organization ("BMTO"), approved by DGCA having approval number DGCA/CAR/147(B)/09 to impart basic training to students in Category B1.1 (Aeroplane Turbine) and B2 (Avionics), as per the requirement and standards stipulated in DGCA CAR - 66 and CAR 147;
- C. IIAE PUNE has requested Go First to provide Practical Maintenance Experience Programme ("PMEP") to the CAT B1.1 and B2 students of IIAE PUNE ("Trainees"), who have successfully completed their, CAT B1.1 or B2 basic training from DGCA approved training institute and have cleared minimum 2 modules of DGCA license examination;
- D. Go First agrees to provide the Trainees with PMEP at various locations, on the following terms and conditions.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES, MUTUAL COVENANTS SET FORTH HEREIN, GO FIRST AND IIAE PUNE, DO HEREBY AGREE, AS FOLLOWS:

**1. SCOPE OF SERVICES :**

For the Term of this Agreement, Go First shall provide PMEP to the Trainees on a non-exclusive basis, in accordance with the terms and conditions as set forth in "Annexure-A" attached hereto and incorporated herein by this reference.

**2. REPRESENTATION AND WARRANTIES:**

The Parties hereby represent, warrant and confirm that:

- i. It is a duly constituted body under the applicable law and has all necessary authorizations, licenses, approvals, permits, and power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein;
- ii. The Agreement has been duly authorized, executed and delivered by each Party and is a legal, valid and binding obligation on the Party, enforceable in accordance with its terms, subject to the applicable law;
- iii. The execution, delivery and performance of this Agreement and the consummation of



2





the transactions contemplated hereby, shall not:

- (a) violate the provisions of any applicable law;
  - (b) violate the provisions of its charter documents or any resolution of its directors or shareholders;
  - (c) violate any judgment, decree, order or award of any court, governmental agency or arbitrator to which it is a party;
  - (d) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, contract, permit, deed of trust or any other instruments or agreements to which they are a party or which are applicable to them, or by which any of its properties, assets, or business is, or may be, bound;
  - (e) be under any disability, restriction, or prohibition, contractual or otherwise, which might prevent it from effectuating any provision of this Agreement;
  - (f) have any litigation or other proceeding(s) pending or threatened against either Party hereto, which if decided adversely against it, would adversely affect either Party's ability to perform its obligations under this Agreement.
- iv. The Parties shall have complied with and will continue to comply with all statutory formalities and guidelines issued thereunder as amended from time to time to enable it to act as agreed under this Agreement.
  - v. The Parties shall have obtained all regulatory approvals/ licenses to perform their part in this Agreement and shall keep the same valid throughout the operation of this Agreement.
  - vi. The Parties shall observe and perform all terms, covenants and conditions contained in this Agreement to the extent and so far as they are applicable to such Parties and not to commit breach or do any act contrary to any of the said terms, covenants and conditions.

### 3. TERM:

This Agreement shall be valid for a period of five (5) years effective from 1<sup>st</sup> August, 2022 (the "Effective Date") until 31<sup>st</sup> July, 2027 (the "Term"). Unless earlier terminated by either Party in pursuance to any provision(s) of this Agreement, this Agreement shall be renewed on such terms and conditions as may be mutually agreed between the Parties.

### 4. TERMINATION:

- i. Go First shall be entitled to terminate this Agreement at any time, without assigning any reason, by giving prior written notice of thirty (30) days to IAE PUNE.
- ii. Without prejudice to any other provision for termination in the Agreement, Go First shall have the right to terminate the Agreement immediately by giving notice in writing to IAE PUNE, without any liability in the event IAE PUNE ceases to have the required approvals from DGCA and/or other regulatory authorities to receive the PMEP contemplated under this Agreement or in the event that Go First is prohibited from imparting PMEP by any government or regulatory authority.
- iii. Upon termination and or expiry of the Agreement, the Parties shall:



- (a) immediately cease any and all activities with respect to the Agreement and shall cease using any information or material regarding the other Party for any purpose whatsoever.
  - (b) continue their co-operation and to effect an orderly termination of their relationship.
  - (c) return to the other Party all Confidential Information in its possession, or any other information, confidential or otherwise, pertaining to the business of the other Party.
  - (d) settle all accounts from the date of the termination and/or expiry.
  - (e) be released from all further obligations under this Agreement.
- iv. Termination of this Agreement for any reason whatsoever will not prejudice any rights of either Party, which have arisen on or before the date of termination.

**5. TITLE:**

IIAE PUNE agrees and acknowledges that the equipment, shops, PMEP materials as well as any specifications, plans, drawings, manuals, technical documents, software and anything else that may be viewed by IIAE PUNE or its Trainees during the course of this Agreement is proprietary to Go First and unless specifically provided by IIAE PUNE shall remain the sole property of Go First ("Proprietary Items"). The Proprietary Items is provided to IIAE PUNE solely for PMEP under this Agreement. IIAE PUNE agrees to use only those portion of the Proprietary Items as authorized by Go First and in the manner authorized by Go First. IIAE PUNE recognizes and agrees that it shall not have any claim or right or interest in or with respect to the ownership of the Proprietary Items and/or any intellectual Property contained therein or related thereto or PMEP provided under this Agreement.

**6. FEES AND PAYMENT TERMS:**

In consideration of PMEP rendered by Go First, IIAE PUNE shall pay the fees as stipulated in "Annexure-B" hereto.

**7. TAXES:**

- i. All payment of fee to Go First shall be net of applicable withholding tax if any. In the event of any withholding, IIAE PUNE shall issue Tax Deduction at source Certificates to Go First within the stipulated time as per the provision of the applicable laws in force.
- ii. Any payments, to be made in pursuance of this Agreement shall be subject to all Indirect taxes (currently GST), if applicable or becomes applicable in the future. Such indirect Taxes as may be applicable will be charged separately.
- iii. IIAE PUNE shall be responsible to provide accurate details to Go First to issue the tax invoice and filing of GST returns as per the GST laws. Go First shall not be responsible for any incomplete or incorrect information provided by IIAE PUNE.
- iv. Credit note shall not be issued for what so ever reason after the September following the end of the financial year in which original invoice was raised in relation to PMEP provided as per the Agreement.

**8. CONFIDENTIALITY:**

- i. IIAE PUNE shall instruct its respective affiliates and subsidiaries, and its and their respective directors, officers, employees, agents, consultants, third-party service



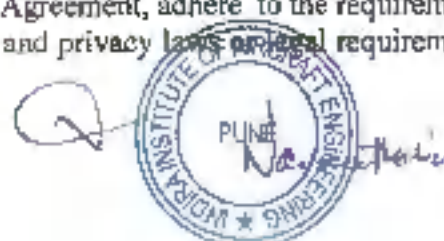


providers and subcontractors, advisors (including, without limitation, financial advisors, legal counsel and accountants) and other representatives (the "Representatives") to maintain in confidence and not disclose Go First's financial, technical, sales, marketing, aircraft, development, personnel, and other information, records, or data, including, without limitation, intellectual property, Proprietary Information, product specifications, plans, drawing, manuals, technical documents, software or any other data or information, that is confidential to Go First and not generally known to the public, whether in tangible or intangible form, oral or in writing, whether or not marked on its face as "Proprietary" and/or "Confidential" or with some other similar marking and whenever and however disclosed (any such information, "Confidential Information").

- ii. IIAE PUNE shall use the same degree of care, but no less than reasonable care, to protect Go First's Confidential Information as it uses to protect its own Confidential Information of like nature. Unless otherwise authorized in any other agreement between the Parties, IIAE PUNE (in this capacity, the "Receiving Party") receiving any Confidential Information of Go First may use Confidential Information only for the purposes of fulfilling its obligations under this Agreement (the "Permitted Purpose").
- iii. The Receiving Party may disclose such Confidential Information only to its Representatives who have a need to know such information for the Permitted Purpose and who agree to keep such information confidential and be bound by the terms of this Clause 8 (or are otherwise bound by similarly restrictive legal or ethical obligations of confidentiality with respect to such information), and the Receiving Party shall be liable for any breach of these confidentiality provisions by such persons; *provided, however*, that the Receiving Party may disclose such Confidential Information to the extent, based on the written advice of counsel, such Confidential Information is required to be disclosed by an order issued by a court or Governmental Authority of competent jurisdiction, in which case the Receiving Party shall promptly notify, in writing, to Go First (in this capacity, the "Disclosing Party") and cooperate with and take such reasonable steps, as the Disclosing Party may request to assist in protecting the Disclosing Party's rights prior to disclosure, and will not take any action to oppose the Disclosing Party's action to obtain a protective order or other relief to prevent the disclosure of Confidential Information or to obtain reliable assurance that it will be kept confidential.
- iv. IIAE PUNE shall ensure that on expiry or termination of this Agreement, IIAE PUNE shall forthwith hand over to Go First, all Confidential Information of Go First, in its possession.
- v. IIAE PUNE agrees that its obligations under this Clause 8 shall survive the expiry or termination of this Agreement and shall continue to bind IIAE PUNE in perpetuity.

## 9. DATA PROTECTION:

- i. IIAE PUNE shall, in its collection, processing, disclosure or other use ("Use") of any information and data which can be related to an identifiable individual ("Data"), for any purpose arising out of or in connection with this Agreement, adhere to the requirements of all applicable confidentiality, data protection and privacy laws or legal requirements



- ("Law").
- ii. Without prejudice to the generality of the foregoing, IIAE PUNE shall, where required and in the manner required by Law:
    - (a) use data only for purposes arising out of or in connection with this Agreement;
    - (b) institute reasonable security arrangements to protect the Data;
    - (c) securely destroy the data where it is no longer required; and
    - (d) transfer data only as prescribed by law.
  - iii. In respect of any data provided to IIAE PUNE by Go First, IIAE PUNE shall return or destroy the data forthwith upon being required by Go First or immediately without request upon the expiry or termination of this Agreement.
  - iv. Notwithstanding the termination or expiry of this Agreement, IIAE PUNE (the "**Indemnifying Party**") shall be liable for and keep Go First (the "**Indemnified Party**") fully indemnified against all direct damage, losses, costs, legal fees (solicitor-client basis), penalties and proceedings, including any penalties or other amounts levied, imposed or charged by any regulator or regulatory authority, suffered by the indemnified Party, arising out of or in connection with a negligent act or omission or act of willful misconduct, of this Clause 9 of the Indemnifying Party or any of its officers, employees, agents and representatives.
  - v. It is expressly agreed between the Parties that this Clause 9 shall survive the expiry or termination of this Agreement and shall continue to bind the Parties, in perpetuity.

#### **10. INTELLECTUAL PROPERTY RIGHTS:**

- i. Each Party shall own all its respective right, title and interest, including all related Intellectual Property Rights such as inventions, patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and actual property rights, whether registered or not registered (collectively "**Intellectual Property Rights**").
- ii. IIAE PUNE acknowledges and agrees that except as expressly set forth in this Agreement, nothing stated herein shall be deemed to grant to IIAE PUNE, by implication, estoppel, or otherwise, and IIAE PUNE shall not acquire, any right, interest or license in or to any intellectual property of Go First.
- iii. Go First acknowledges and agrees that except as expressly set forth in this Agreement, nothing stated herein shall be deemed to grant to Go First, by implication, estoppel, or otherwise, and Go First shall not acquire, any right, interest or license in or to any intellectual property of IIAE PUNE.
- iv. Each Party acknowledges and agrees that: (a) it will use the other Party's name and logo in a lawful manner and only for the purposes and in the manner agreed between the Parties hereunder; (b) each Party's Intellectual Property is and shall remain the sole property of the Party; and (c) nothing in this Agreement confers on it any right of ownership in any Intellectual Property of the other Party and all use thereof inures to the benefit of such Party.
- v. Each Party agrees that it shall cease the use of the other Party's Intellectual Property provided by such other Party in accordance with the terms of this Agreement, with immediate effect, upon termination or expiry of this Agreement.





## 11. INDEMNITIES:

- i. IIAE PUNE (the "**Indemnifying Party**") shall assume full responsibility for the acts, omission and defaults of the Trainees and shall indemnify and hold harmless, Go First and its affiliates, directors, officers and employees (the "**Indemnified Party**") from and against any direct and actual losses, reasonable costs including without limitation the reasonable fees, costs of investigation, expenses, claims, damages, penalties and liabilities arising out of any claims, actions or proceedings (including, without limitation, reasonable attorney's fees and other dispute resolution costs) (collectively, "**Losses**") which is incurred and/or suffered by the Indemnified Party arising directly out of or in connection with or as a consequence of gross negligence or willful misconduct by the Indemnifying Party resulting into:
  - (a) illness, injury to or death of any person; and/or
  - (b) loss of/destruction/ or damage to any property (including the aircraft) and/or loss of use thereof arising out of, caused by or in any way connected with such use and/or possession and/or from third parties arising from such use and/or possession; and/or
  - (c) loss/misuse/destruction/ or damage to any Proprietary Items of the Indemnified Party provided for PMEP under this Agreement; and/or
  - (d) non-compliance of provisions of any statutes, law, rules and regulations prevailing and as amended from time to time;
  - (e) inaccuracy or untruthfulness of any representations, warranties, covenants or undertaking made hereunder;
  - (f) any third party claims that may arise on account of the Indemnifying Party's gross negligence, misrepresentations, infringement of third party Intellectual Property, acts of commission or omission or any other default under this Agreement;
  - (g) commission or omission of any act which is likely to adversely affect the goodwill of the Indemnified Party's business, marks or system;
  - (h) negligence or default or misconduct either by the Indemnifying Party, Trainees or by any other persons acting on its behalf or under its authority;
- ii. The Indemnifying Party's insurer's position regarding insurance coverage for the Indemnified Party does not in any way modify or limit the Indemnifying Party's obligation to defend, indemnify and hold harmless the Indemnified Party, as set forth in this Clause 11.
- iii. The terms of this Clause 11 shall survive the termination/expiry of this Agreement for whatever reason.

## 12. LIMITATION OF LIABILITY:

- i. Go First shall not be responsible for the competency of any of the Trainees who may receive PMEP, advice or assistance, pursuant to this Agreement. Go First does not guarantee that any person receiving PMEP, advice or assistance, pursuant to this Agreement will achieve the necessary proficiency to qualify for any license, certificates or ratings issued by any regulatory agency or government authority. To the fullest extent permitted by law, IIAE PUNE hereby waives any and all warranties or guarantees in connection with PMEP hereunder, express or implied warranty arising from course or



performance, course of dealing or usage of trade, any warranty of fitness for any intended purpose or any warranty of merchantability.

- ii. To the fullest extent permitted by law, Go First, shall not be liable to IIAE PUNE, under any circumstances, for any losses, damages, liabilities, costs, fees or expenses (including but not limited to loss of revenue or profit or for any special, consequential, indirect, incidental, punitive, or exemplary damages) incurred by IIAE PUNE or any third party as a result of this Agreement, the use or any lack or loss of use of hours on PMEP, the training received or documentation provided by Go First.
- iii. Go First shall not be responsible and liable for any personal property of IIAE PUNE, their agents, Trainees or representatives left at Go First premises.
- iv. Go First assumes no responsibility and no ongoing liability for any illness, personal injury, death or damage to personal property suffered by the Trainees whilst undergoing PMEP.
- v. Notwithstanding what is stated hereinabove, except with respect to any indemnification obligations set out in this Agreement and any breach of Confidentiality or infringement of any Intellectual Property Rights or non-compliance of Personal Data protection laws, neither Party will in any event be liable to the other for any indirect, incidental, collateral, special, punitive or consequential damages or losses such as but not limited to, loss of revenues, loss of anticipated savings or lost profits, recalls, harm to business or business reputation, whether or not foreseeable, and whether arising in contract (including warranty), tort (including active, passive or imputed negligence), strict liability or otherwise.

### 13. MISCELLANEOUS:

#### i. GOVERNING LAW AND JURISDICTION:

- (a) This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of India.
- (b) The competent courts in Mumbai shall have exclusive jurisdiction for all disputes arising under this Agreement.

#### ii. AMENDMENTS; NO WAIVERS:

- (a) Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by both the Parties, and in the case of a waiver, by the Party against whom the waiver is to be effective.
- (b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

#### iii. NOTICES:

- (a) Any and all notices/requests/communications and/or documents to be given under this Agreement, to any Party hereunder shall be in writing and shall be given to such





Party at its address mentioned herein below or at the revised address as may be communicated by the Parties from time to time in writing. Any notice or any other communication under this Agreement shall be deemed to have been received:

- (i) if personally delivered, at the time of delivery;
- (ii) if sent by courier, at the time the acknowledgment of receipt was signed or within three (3) days of dispatch of the said Notice, whichever is earlier; or
- (iii) if transmitted by email, at the time of confirmation of transmission recorded on the sender's computer.

In the case of notice to Go First:	In the case of notice to IIAE PUNE :
<b>Go Airlines (India) Limited</b>	<b>Indira Institute Of Aircraft Engineering Pune</b>
Attn: CEO Cc: Vinod Kumar Shukla	Attn: Surendra Giri (CEO) Cc: Navneet Mehta (TRAINING MANAGER)
C-1 Wadia International Centre Pandurang Budhkar Marg, Worli Mumbai -400025	Sr no - 37, Manjri Farm, Near Agriculture College, Pune Solapur Road, Pune-412307
E-mail: <a href="mailto:ceo@flygofirst.com">ceo@flygofirst.com</a> Cc: <a href="mailto:vinod.shukla@flygofirst.com">vinod.shukla@flygofirst.com</a>	E-mail: <a href="mailto:surendra1690@gmail.com">surendra1690@gmail.com</a> Cc: <a href="mailto:info@iiaepune.org">info@iiaepune.org</a>

- (e) Any Party may, from time to time, change its address or representative for receipt of Notices provided by such Party in this Agreement by giving the other Party not less than fifteen (15) days prior written Notice.

iv. **FORCE MAJEURE:**

- (a) Neither Party shall be liable to the other for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, any act of God, civil disorder or commotion, act of aggression, governmental interference, direction or restriction, strikes, terrorism, fire, explosion, flood, drought, disease, epidemics, pandemics, quarantine restrictions, work slowdown, lockout, war, sabotage, embargo, change in law /policies, curtailment of transportation facilities or other emergencies that make it impractical, inadvisable, illegal or impossible for a Party to perform its obligations under this Agreement (each, a "Force Majeure Event").
- (b) Affected Party shall provide the non- affected Party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure Event. The Parties shall mutually seek a resolution of the delay or the failure to perform as noted above.
- (c) In the event of either Party being rendered unable by Force Majeure Event to perform any obligation required to be performed by them under this Agreement, for a period



of thirty (30) days, either Party shall be entitled to terminate this Agreement forthwith by written notice to the other Party to that effect.

v. **ENTIRE AGREEMENT; NO THIRD PARTY RIGHTS:**

(a) This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior written Agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promises, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.

(b) Neither this Agreement nor any provision hereof is intended to confer upon any person other than the Parties to this Agreement any rights or remedies hereunder.

vi. **PERSONNEL; INDEPENDENT CONTRACTORS:**

Go First and IIAE PUNE are independent contractors and the relationship between the Parties is on 'principal-to-principal' basis. Nothing in this Agreement shall create, or constitute or be deemed to create or constitute a partnership, or joint venture, association of persons, employer-employee, principal-agent or franchisor-franchisee between the Parties.

vii. **PUBLIC STATEMENT:**

Neither Party shall make any public statement about this Agreement unless it has first obtained written consent from the other Party.

viii. **COSTS:**

Except as expressly stated otherwise in this Agreement, each Party shall bear its own costs in connection with the negotiation, preparation and execution of this Agreement.

ix. **SEVERABILITY:**

If any provision of this Agreement is invalid, unenforceable or prohibited by Law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and the remainder of this Agreement shall be valid, binding and of the like effect as though such provision was not included herein.

x. **ASSIGNMENT:**

Except as provided herein, no rights or obligations under this Agreement may be assigned by either Party without the prior written consent of the other Party.

xi. **NON- EXCLUSIVITY:**

Parties acknowledges that Parties are entering into this Agreement on a non-exclusive basis and either Party is free to enter into a similar agreement with any other firm /corporate / body, in future, including during the Term of this Agreement.





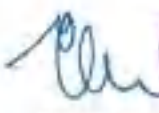





xii. **HEADINGS:**

The Headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

xiii. **COUNTERPARTS:**

This Agreement may be executed in two (2) or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties herein have set and subscribed their hands and signatures on the day, month and year first above written.

For and on behalf of <b>Go Airlines (India) Limited</b>	For and on behalf of <b>Indira Institute Of Aircraft Engineering, Pune</b>
Sign:  	Sign:  
<b>Name: Kaushik Khona</b>	<b>Name: Surendra Giri</b>
<b>Title: Chief Executive Officer</b>	<b>Title: CEO/ Accountable Manager</b>
<b><u>WITNESS:</u></b>	<b><u>WITNESS:</u></b>
<b>Name: Vinod Kumar Shukla</b> 	<b>Name: Navneet Mehta</b> 
<b>Designation: General Manager</b>	<b>Designation: Training Manager</b>
<b>Date: 18/8/22</b>	<b>Date: 08/09/2022</b>



"ANNEXURE-A"

**SCOPE OF SERVICE:**

- i. IIAE PUNE shall ensure that all the Trainees are registered online under the National Apprenticeship Promotion Scheme ("NAPS") on the web portal <http://apprenticeshipindia.org> before the commencement of the Training. IIAE PUNE shall provide the relevant NAPS registration id's of all the Trainees before the commencement of PMEP.
- ii. Go First shall provide PMEP to the Trainees of IIAE PUNE every year during the Term of this Agreement according to the slot availability with Go First.
- iii. Go First shall ensure that the Trainees for PMEP activities are allocated at various stations across Go First network, as per requirement and vacancies to various sections of engineering department/quality Continuing Airworthiness Management Organization ("CAMO") department to get the exposure on the tasks done on the aircraft for its maintenance as per its schedule and/or any section of engineering department to ensure better exposure of all areas. However, Go First shall not be responsible and/or liable to provide any food, transport facility, accommodation or any other benefits and/or reimbursement of such cost and the same shall be borne solely by the Trainee/ IIAE PUNE
- iv. Go First shall also not be responsible to provide, transport facility, for any shifts, to and from the allocated station and the Trainee shall be solely responsible to make their own travel arrangements.
- v. Trainees shall be working in various shifts, including day and night shift, as deemed fit by Go First.
- vi. The Parties agree that the Trainees will undergo PMEP under duly qualified personnel/certified engineer/qualified technician of Go First. For avoidance of doubt, Go First reserves the right to refuse PMEP on an aircraft at its sole discretion and IIAE PUNE acknowledges such absolute right of Go First.
- vii. The Trainees shall maintain a personal logbook for record purpose on a day-to-day basis. Go First shall verify and cross check the entries of the logbook maintained by the Trainees before signature by the qualified personnel/certified engineer.
- viii. The Parties shall ensure that the Trainees; (a) shall comply with the SOP of Go First at all times; and (b) obtain hangar entry and security passes before the commencement of PMEP subject to police clearance certificate and Bureau of Civil Aviation Security ("BCAS") approval of the individual Trainee.
- ix. In the event, any Trainee fails to obtain the hangar entry and security pass or fails to adhere to the SOP, Go First reserves the right to refuse to provide PMEP to such Trainee.
- x. IIAE PUNE shall ensure that all Trainees undergoing PMEP are equipped with safety shoes, high visibility ramp jackets, ear muffs/plugs, caps, gloves, etc. ("Safety Wear") and the same are made available to all the Trainees by IIAE PUNE at its own cost and responsibility. Go First shall not be responsible and/or liable in any manner whatsoever to provide such Safety Wear to the Trainees. All fines levied by the Airport Authority for non-compliance of such Safety Wear shall be borne solely by IIAE PUNE and/or the Trainees.
- xi. Trainees shall not visit any other location within the station concerned except as authorized





by Go First during the PMEP.

- xii. IIAE PUNE shall ensure that the Trainees shall not make inquiries or solicit any information about any other program, availability of employment other than the one governing the PMEP under this Agreement. However, it will be the sole discretion of Go First to recruit any suitable candidate out of the Trainees deployed by IIAE PUNE or offer employment to him/her/them as per its standards. No Trainee shall automatically be eligible for absorption/recruitment in Go First by merely completing PMEP with Go First.
- xiii. The Trainees shall not be entitled for any compensation or other amount from Go First except for stipend at the rate of INR 9000/- (Rupees Nine Thousand Only) per month during the PMEP period, subject to adjustment of unauthorized leave ("Stipend").
- xiv. Go First shall pay the Stipend in the designated bank account of the Trainees through the NAPS portal by using the payment gateway. IIAE PUNE shall ensure that the Trainees provide the bank account details before the commencement of PMEP. Any change in the bank account details shall be immediately notified in writing to Go First.
- xv. If required under the Apprenticeship Board and/or NAPS to increase the Stipend to any Trainee during the period of his/her PMEP by Go First, IIAE PUNE shall reimburse the quantum of increased stipend incurred by Go First.
- xvi. Go First shall provide the Trainees with Go First employee id for attendance monitoring through the biometric system and the record of such attendance shall be uploaded in the NAPS portal.
- xvii. Go First shall ensure that the Trainees are provided with airside and ramp safety training before the Trainees are brought on the Aircraft,
- xviii. During the Term of this Agreement, if any Trainee is found to be medically unfit, drug addictive, alcoholic, misbehaving with the trainer/staff of Go First, and/or is violating the terms of this Agreement or instructions of Go First, Go First may take such disciplinary action as it deems fit, including expelling/suspending such Trainee, immediately, without prior written notice to IIAE PUNE. In the event, Trainee is expelled from PMEP, the Training Charges paid by IIAE PUNE for the said Trainee shall be entirely forfeited by Go First. The decision taken by Go First, in this regard, shall be final and binding and such decision shall not be open to challenge/contest by IIAE PUNE and/or Trainees and no claim in this regard shall be entertained.
- xix. Both Parties shall nominate nodal officer for liaising between the Parties in order to coordinate the entire PMEP process as detailed above.  
Nodal Officer of Go First: Vinod Kumar Shukla  
Nodal Officer of IIAE PUNE: Navneet Mehta  
IIAE PUNE shall be solely responsible to obtain "No Objection Certificate" for local and international Trainees, if any, and this shall be a mandatory pre requisite for PMEP.
- xx. IIAE PUNE shall be solely responsible for obtaining necessary approval/ acceptance from DGCA and any additional government approval (or any other approvals or consents), if any, necessary for the Trainees to attend PMEP hereunder and Go First makes no representation or warranties that any such approval can or will be obtained if requested by IIAE PUNE in writing.
- xxi. All training instructions shall be imparted in English language. IIAE PUNE shall ensure that the Trainees shall be able to fully understand written and spoken English.



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- xxii. The Trainees shall at all times observe and obey all instructions which may be given by Go First instructors/qualified personnel/certified engineers during the provision of PMEP.
- xxiii. All Trainees shall adhere to the appropriate PMEP atiro policy of Go First within Go First premises.
- xxiv. Trainees shall follow the security norms in the Go First premises and any allocated station premises and do not loiter in the prohibited areas.
- xxv. IIAE PUNE shall ensure that the security screening process for all the Trainees are adequately complied in accordance with the laws from time to time.
- xxvi. IIAE PUNE shall ensure that any of its Trainees attending PMEP shall comply with all regulations, government restrictions and internal rules applicable to the stations, which shall include any applicable security, health and safety regulations.
- xxvii. It is understood by the Parties that Go First shall hold no responsibility in respect of the completion of PMEP of such Trainees who are irregular and not complying with the defined guidelines.
- xxviii. Go First will use due care and skill in providing PMEP. However, IIAE PUNE acknowledges and agrees that Go First does not guarantee, represent or warrant that the Trainees will achieve the degree of proficiency necessary to qualify for a particular proficiency check or certificate or statement of competency.
- xxix. Subsequent to completion of PMEP, Trainees will be issued an experience certificate by Go First. In case due to any reasons, any Trainee wishes to quit the PMEP during the Term, he/she shall do so with one (1) week prior written notice to Go First and IIAE PUNE. Upon request from IIAE PUNE, Go First shall provide with an experience certificate only for the period completed with Go First. The Training Charges paid by IIAE PUNE for the said Trainee shall be entirely forfeited by Go First.





**"ANNEXURE-B"**

**FEEES AND PAYMENT TERMS:**

- i. In consideration for providing PMEP, IIAE PUNE shall pay the following charges ("Training Charges") to Go First:

Training Name	Capacity	Training Duration	Training Charges in INR per Trainee (Excl GST)
PMEP	As per slot availability confirmed by Go First	6 months	104,000/-
		1 year	208,000/-

- ii. IIAE PUNE shall pay 10% (ten percent) of the Training Charges to Go First, as advance ("Advance Money") on confirmation of the date on which IIAE PUNE intends to commence PMEP ("Commencement Date") for each batch of PMEP. The balance Training Charges, as stated in the table above, shall be paid by IIAE PUNE, in full, fifteen (15) days prior to the Commencement Date. In the event, IIAE PUNE fails to provide Trainees on the said Commencement Date, or on any other date as may be mutually agreed between the Parties, Go First shall be liable to refund only 50% of the Advance Money paid by IIAE PUNE towards the Training Charges. In no event, shall Go First be obliged to commence PMEP, unless all the payment due to Go First is paid in full before the Commencement Date and Go First shall not be held responsible and/or liable for non-performance, and/or losses/damages/claims/ any liabilities arising therefrom.
- iii. Go First shall raise a tax invoice for the Training Charges.
- iv. The Training Charges as stated above in sub-clause (i) of this "Annexure B", shall stand escalated by 5% (five percent) from the preceding year, for each financial year during the Term.
- v. In the event, during the Term, any Trainee enrolled for 6 months PMEP, wishes to extend the Training Duration by additional 6 months, Go First at its sole discretion may accept the request subject to slot availability. Further the difference in Training Charges for the additional 6 months shall be paid by IIAE PUNE in full within 15 (fifteen) days from the receipt of tax invoice from Go First.
- vi. Taxes as applicable shall be charged extra over and above the Training Charges, as per applicable laws. Taxes shall be borne and paid by IIAE PUNE.
- vii. Any payments, including payment to BCAS or the Airport Operators in pursuance of this Agreement, if applicable or becomes applicable in the future shall be paid by IIAE PUNE over and above the payment for Training Charges.





महाराष्ट्र MAHARASHTRA

2023

BY 233172

ज्या कारावासाती ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारावासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापराचे बंधनकारक आहे.

15 JUN 2023

अनु.क्र. 233172 दि. 15 जून 2023 म. मु. न. क्र. 3000

दस्तावेज प्रकार: ...

दस्त भोंवणी करणार असोवा ना ? होय/नाही.

मिळकतीचे वर्णन: ...

मुद्रांक विकत घेणाऱ्याचे नाव: ...

पत्ता: ...

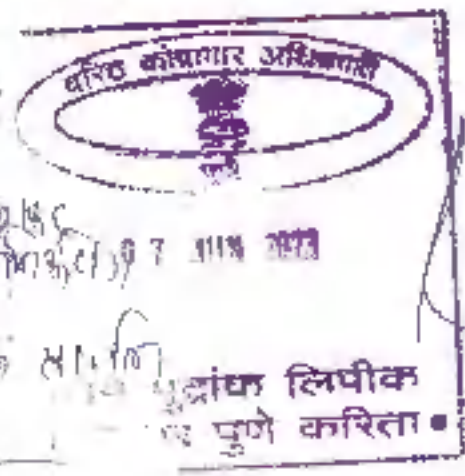
दुसऱ्या पक्षकाराचे नाव: ...

हस्त व्यक्तीचे नांव व पत्ता: ...

...

...

...



**AGREEMENT**

This Agreement is executed at Mumbai ,Pune on this 18<sup>th</sup> June,2023 **INDIRA INSTITUTE OF AIRCRAFT ENGINEERING,PUNE**.having its principal office at (Sr.No.-37, Manjarl Farm , Near Agriculture College, Pune-Solapur Road, Pune - 412307) (hereinafter to be referred to as "IAE,Pune"

AND

**AAR INDAMER TECHNICS PVT.LTD.**, a company incorporated under the Companies Act, 1956 having its Registered office at 32FP+6CM, MIHAN, Nagpur, Khapri, Maharashtra-441108, (hereinafter to be referred to as "AARITPL").

IAE, Pune and AARITPL shall be hereinafter jointly referred to as the "parties" and singularly as "Party".



Indira Institute of Aircraft Engineering, Pune  
 Sushra Giri  
 Chief Executive Officer (CEO)

AVINASH BHARTI  
 BY ACCOUNTABLE MANAGER  
 AAR Indamer Technics Private Limited



A. Whereas **AARITPL** (MRO Division) is a DGCA Approved Part 145 maintenance organization, inter alia, engaged in the business of providing composite Aviation Services viz. aircraft maintenance, repairs and overhaul, line maintenance services;

B. Whereas **IIEA,Pune** is an approved Academy certified under DGCA vide Certificate bearing Approval No: DGCA/CAR/147(B)/9 dated 7<sup>th</sup> August 2018 and valid until 20<sup>th</sup> July,2023 & its extension for providing the course in Aircraft Maintenance Engineering – both in Avionics & Mechanical streams as per CAR 147(Basic) and B.Sc Aviation from Savitribal Phule Pune University Affiliation No: PU/PN/8/489/2018.

C. Whereas **IIEA,Pune** has approached **AARITPL** for imparting practical training in aircraft maintenance ("Training") to its students who have opted for pursuing Aircraft Maintenance Engineering and B.Sc Aviation under DGCA CAR 147 (Basic) Aircraft Maintenance Training Organization requirements primarily from **AARITPL'S** facility at its Nagpur Base. In case of any unforeseen circumstances the practical training can be arranged at any other locations of **AARITPL**.


Now therefore in consideration of mutual covenants and undertakings herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. The Parties hereto agree as follows:

1. **IIEA,Pune** has duly Inspected the facilities wherein Training would be provided by **AARITPL** to the nominated students of **IIEA,Pune** and warrants that it is satisfied with the standards and quality of the said facility. The said facility being at airports comes under highly secured area to which **IIEA,Pune** fully understands and agrees to adhere to all security procedures and rules of **AARITPL** and other agencies controlling or securing the airport as a whole or the said facility.

2. This Agreement shall come into force from the Effective Date i.e. 18/06/2023 - 18/06/2028 and shall remain valid for the period of 05 years, unless terminated as per the terms of this Agreement ("Term"). This Agreement may be renewed on mutually agreed terms.



Indra Institute of Aircraft Engineering, Pune

  
Supendra Giri  
Chief Executive Officer (CEO)

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AVINASH BHARTI  
DY. ACCOUNTABLE MANAGER  
AAR Indamer Technics Private Limited

3. **IIAE,Pune** shall send student as per mutually agreed numbers, schedule, location and duration of training with a limit of maximum Fifteen (15) students at any given time or sixty (60) students/ year (30 students in B1.1 & 30 students in B2 category) for 330 hours of training. The list of students for training shall be send by **IIAE,Pune** to **AARITPL** at least three months in advance before commencement of training with complete details, information of its student and complete formalities/ documentation to get all necessary, clearances/ permissions to enter the said facility. **IIAE,Pune** hereby warrant that they shall be responsible to procure the approvals from competent authorities for imparting training by **AARITPL**. The course content and time of imparting 330 hours of practical training will be mutually agreed between the parties.

4. **IIAE,Pune** warrants that they have prepared a Course containing the training module detailing the syllabus and procedures for aircraft maintenance engineering and B.Sc Aviation, which is in line with the regulatory requirements

5. **IIAE,Pune** will prepare aircraft maintenance practical program for 330 Hours as mentioned in Interface Manual, which would be covered during the course period after mutual consultation with **AARITPL**, and **AARITPL** will impart the training to student of **IIAE,Pune** so that the students get experience relevant to aircraft maintenance referred to as Operational Environment Practical Training (OEPT).

6. Each of the parties agree that this Training is to enable students of **IIAE,Pune** to get practical exposure only and thus does not create any rights or privileges or claims of any kind whatsoever including but not limited to preparing the students for appearing in any examination, any degree or diploma or that of employment against **AARITPL**.

7. **IIAE,Pune** hereby guarantees to pay to **AARITPL** the agreed amount every year in advance prior to the commencement of any process for induction of the candidates as per Annexure I. All charges levied by the Airport Owners/Operators, Government etc. will be to the account of **IIAE,Pune** including but not limited to Royalties, GST etc.



Indira Institute of Aircraft Engineering, Pune

  
Surendra Giri  
Chief Executive Officer (CEO)

Page | 3  
  
AVINASH BHARTI  
DY. ACCOUNTABLE MANAGER  
AAR Indemur Technica Private Limited



8. **IIAE,Pune** shall be responsible and liable for lodging, boarding, ensuring visa, if applicable and other statutory requirements and related expenses for the respective students.

9. Authorized representative from **AARITPL** and Training Manager/Principal/Authorized person from **IIAE,Pune** shall act as nodal person for proper Liaoning of practical training.

The nodal person of both organizations as mentioned in Interface Manual Shall be responsible for completion of pre and post documentation work required for practical training, Maintenance the proper attendance, reporting and Assessment completion with regards of students.

10. **AARITPL** shall be responsible for AEP (Airport Entry Passes)/ other access; however, **IIAE** students shall produce relevant required documents for issuance of AEP,**AARITPL** will not be responsible for any delays in the Issuance of AEP'S by the issuing authorities.

11. **IIAE,Pune** hereby warrants and undertakes that it will not hold **AARITPL** responsible for any accident, loss of limb of life or any other injury caused to any student/ faculty of **IIAE,Pune** in the said facility and **IIAE** or its students and faculty will not claim any damages / compensation what so ever from **AARITPL**. **IIAE,Pune** agrees to indemnify and hold harmless **AARITPL** and its directors or employees from any and all claims, damages, losses incurred by **AARITPL** because of fallure of **IIAE,Pune** or its students or faculty from taking proper insurance coverage or caused die to breach of the terms or this Agreement.

12. Each Party shall appoint one nodal officer to periodically review and identify ways to strengthen cooperation between them.

13. **IIAE,Pune** hereby agrees to Indemnify and keep indemnified and hold harmless **AARITPL**, its directors, officers and employees from and against:

a) Any claims, damages. Losses arising out of any breach of any terms of this Agreement.

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**AVINASH BHARTI**  
DY ACCOUNTABLE MANAGAR  
AAR Indamer Technics Private Limited



Indira Institute of Aircraft Engineering, Pune

  
**Surendra Giri**  
Chief Executive Officer (CEO)

b) Any third-party liability or claims, costs (including reasonable attorneys' fees), expenses arising due to IIAE'S commitment to its students, under this Agreement or due to providing training to the students.

14. Each party acknowledges that it has not entered into this Agreement in reliance wholly or partly on any representation made by or on behalf of the other Party (whether orally or in writing) other than as expressly set out in this Agreement and waives all rights and remedies which might otherwise be available to it, except nothing in this Agreement shall limit or exclude any liability of a Party for fraud and or willful misconduct.

15. Any non-performance or delay in performance by any Party of any of its duties, obligations or responsibilities under the present Agreement, shall be excused if, and to the extent that such non-performance or delay in performance is caused by force majeure. For the purposes of this Clause, "Force majeure" shall mean the following events and circumstances to the extent that they, or their consequences, have an effect described herein and are beyond the reasonable control of the Party affected.

a) Acts of God, including without limitation fire, storms, floods. Earthquake or lightning;

b) war, hostilities, terrorist acts, riots, civil commotion or disturbances, change in governmental laws, orders or regulations adversely affecting or preventing due performance by any party of its duties, obligations or responsibilities under this Agreement, embargoes, actions by a government, central or state in India or overseas, or any agency thereof, sabotage, explosions;

c) Strikes, lockouts or other concerted industrial action;

d) any other acts, occurrences, events or circumstances beyond the reasonable control of the Party affected.

16. This Agreement will be terminated in case of breach by either party to the terms of this agreement or by either Party in the event of a force majeure continuing for a period of 60 days or more with intimation to DGCA.



Indra Institute of Aircraft Engineering, Pune

  
Sushra Giri  
Chief Executive Officer (CEO)

  
AVINASH BHARTI  
DY. ACCOUNTABLE MANAGER  
AAR Indamer Technics Private Limited



The provisions of clauses 7, 10,12,16,21 and 24 shall survive termination of the present Agreement. The termination of this Agreement shall not terminate the right of either Party that has already been accrued.

17. Any disputes arising out of or In connection with, or concerning the carrying into effect of, this Agreement shall be subject to the jurisdiction of the court for the purposes of this Agreement.

18. No amendment, waiver, modification or other variation to this Agreement shall be effective unless it is in writing and signed by or on behalf of the Parties hereto with Intimation to DGCA.

19. Both the Parties agrees to keep all Information (including the terms and conditions of this Agreement) made available (whether before or after the date of this Agreement) by the other Party ("information"). Confidential, and hereby undertakes and covenants not to communicate any information. Or allow any information to be communicated to any third party unless:

a) in connection with any proceeding arising out of or in connection with this Agreement to the extent that It may consider It necessary to protect its interests;

b) required to do so by an order of a court of competent jurisdiction whether or not in pursuance of any procedure for discovering documents; or

c) pursuant to any applicable law in accordance with which it is required to act; or

d) to its auditors, bankers. Investors; or

e) in circumstances where the relevant Information has been published or announced by either Parties In conditions free confidentiality, or has otherwise entered the public domain without default on the part of the relevant Party; or

f) The information was obtained by such Party from an Independent or third party source who was not in breach of any confidentiality obligations with the other Party.

20. Both the Parties hereby agrees that they will not source, recruit or engage any of the other Party employees without the prior written consent of such other Party.

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Indira Institute of Aircraft Engineering, Pune

  
Surendra Giri  
Chief Executive Officer (CEO)

  
AVINASH BHARTI  
DY. ACCOUNTABLE MANAGER  
AAR Indamer Technica Private Limited

21. IIAE, Pune shall ensure and be responsible for compliance of applicable laws and AARITPL rules and regulations by the students at AARITPL facility.

22. Under no circumstances shall AARITPL be liable for consequential, special, incidental, indirect and/or punitive damages of any kind or nature under any circumstances whatsoever and howsoever caused.

23. AARITPL'S aggregate liability, if any, in damages or otherwise, shall not exceed the fee received in respect of each student, which is giving rise to the liability.

24. If any provision of this Agreement is illegal or unenforceable, whether in whole or in part, the validity and enforceability of the remainder of this Agreement shall not be affected.

25. The failure by either Party to enforce at any time any of the provisions of this Agreement or to require at any time the performance by the other Party of any of the provisions hereof, shall not be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of such Party thereafter to enforce each and every such provision.

26. Each Party shall pay its own legal and other costs in connection with this Agreement and the matters contemplated by its.

27. This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

28. All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with any additional copy to be sent by facsimile. The address for service of each Party and its facsimile number are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof save that where any such notice or communication is received after 5:00 pm on a Business Day or on a day that is not a Business Day, the notice shall be deemed to be received on the first Business Day following the date of actual receipt. Without prejudice to the foregoing, a party giving or making a notice or



Indra Institute of Aircraft Engineering, Pune

  
Surendra Giri  
Chief Executive Officer (CEO)

  
AVINASH BHARTI  
DY. ACCOUNTABLE MANAGER  
AAR Indamer Technics Private Limited





communication by facsimile shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

29. Either Party shall not assign or transfer any part of their respective rights or obligations under this Agreement without the prior consent of the other Party.

30. This Agreement may be entered into in the form of counterparts, each executed by or on behalf of one of the Parties, and provided that both Parties so enter into this Agreement, each of the executed counterparts shall be deemed to be an original but, taken together, they shall constitute one instrument.

In witness whereof, the Parties hereto have executed this Agreement, on the date first written herein above.

<p><b>INDIRA INSTITUTE OF AIRCRAFT ENGINEERING, PUNE.</b>          Indira Institute of Aircraft Engineering, Pune            Surendra Giri          Chief Executive Officer (CEO)          Name:-Mr.Surendra Giri.          Designation:-CEO/Accountable Manager/Secretary.</p>	<p><b>AAR INDAMER TECHNICS PVT.LTD.</b>            AVINASH BHARTI          DY. ACCOUNTABLE MANAGER          AAR Indamer Technics Private Limited          Name:-Mr.Avinash Bharti.          Designation:-DY.Accountable Manager.</p>
<p>Witness          1.Name:-          Signature:-</p>	<p>Witness          1.Name:-          Signature:-</p>





# Indira Institute of Aircraft Engineering


(Approved by Director General of Civil Aviation, Govt. of India for Aircraft Maintenance Engineering (AME) Course)  
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Ph. : 7057831858 / 9175041858 | Website : [www.iiaspune.org](http://www.iiaspune.org) | Email : [info@iiaspune.org](mailto:info@iiaspune.org)


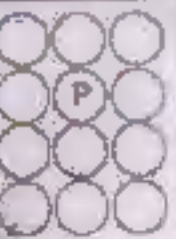
## List of Students Completed Internship / Fieldwork / Project work from Indamer Aviation Pvt. Ltd.

Sl. No.	NAME	Internship/ Fieldwork / Project work Completed from	Completion Year
1	ASIF RAZA	Indamer Aviation Pvt. Ltd	2021
2	CHANDAN SINGH YADAV	Indamer Aviation Pvt. Ltd	2021
3	RISHABH CHAUDHARY	Indamer Aviation Pvt. Ltd	2021
4	SARTHAK MISHRA	Indamer Aviation Pvt. Ltd	2021
5	ATTAR EIMAAD SHAKIL	Indamer Aviation Pvt. Ltd	2021
6	BANGAR ABHISHEK SHIVKUMAR	Indamer Aviation Pvt. Ltd	2021
7	DHAVLE SANGRAMSINGH DHAIRYASHIL	Indamer Aviation Pvt. Ltd	2021
8	GHULE SEJAL DATTATRAY	Indamer Aviation Pvt. Ltd	2021
9	HARNESWALA ALIASGER NAJMUDDEN	Indamer Aviation Pvt. Ltd	2021
10	JAIWAL ATUL MOTILAL	Indamer Aviation Pvt. Ltd	2021
11	JINDAM HITESH SHRINIVAS	Indamer Aviation Pvt. Ltd	2021
12	KALE SUMIT BHARAT	Indamer Aviation Pvt. Ltd	2021
13	KHAN MOHAMMAD KASHIF SHAFQUTULLAH	Indamer Aviation Pvt. Ltd	2021
14	MATOLE VIKRANT MADHAV	Indamer Aviation Pvt. Ltd	2021
15	PACHARNE VAIBHAVI SAMBHAJI	Indamer Aviation Pvt. Ltd	2021
16	PANCHOLI HIMANSHU RADHESHYAM	Indamer Aviation Pvt. Ltd	2021
17	PARDESHI PUSHKAR KISHOR	Indamer Aviation Pvt. Ltd	2021
18	PATIL HARSHADA SAMBHAJI	Indamer Aviation Pvt. Ltd	2021
19	SAVEKAR TUSHAR VIRPAX	Indamer Aviation Pvt. Ltd	2021
20	SHAH SRUSHTI SATISH	Indamer Aviation Pvt. Ltd	2021
21	SHAIKH MUJAHID MUKHTAR	Indamer Aviation Pvt. Ltd	2021
22	SHET MHAPSEKAR SOHAM SITARAM	Indamer Aviation Pvt. Ltd	2021
23	AWALE VAIBHAV ANNASO	Indamer Aviation Pvt. Ltd	2021
24	HONRAO RUSHIKESH DHANANJAY	Indamer Aviation Pvt. Ltd	2021
25	KUSHI TUSHAR PRAKASH	Indamer Aviation Pvt. Ltd	2021
26	VELIALE ABHISHEK VILAS	Indamer Aviation Pvt. Ltd	2021
27			
28			


  
Prof. Angha Shinde  
I/c Principal  
Empire Education Society  
Indira Institute of Aircraft Engineering,  
Pune - 412307



क.वि.पू.जंते B.C.A.S.	
<b>T A E P No</b> : BOM901210020 <b>Escort</b> : INDAMER AVIATION STAFF <b>Valid From</b> : 02-Jan-2021 To 28-Jan-2021 <b>Airports</b> : MUMBAI <b>Terminals</b> : APRON	
<b>Name</b> : ATTAR DINDA <b>Orgn</b> : INDAMER <b>Desig</b> : TRAINER	
  <b>Holder's Signature</b>	 <b>Signature of Issuing Authority</b>

क.वि.पू.जंते B.C.A.S.	
<b>T A E P No</b> : BOM901210020 <b>Escort</b> : INDAMER AVIATION STAFF <b>Valid From</b> : 02-Jan-2021 To 28-Jan-2021 <b>Airports</b> : MUMBAI <b>Terminals</b> : APRON	
<b>Name</b> : SANEKAR TUSHAR <b>Orgn</b> : INDAMER <b>Desig</b> : TRAINEE	
  <b>Holder's Signature</b>	 <b>Signature of Issuing Authority</b>

क.वि.पू.जंते B.C.A.S.	
<b>T A E P No</b> : BOM901210020 <b>Escort</b> : INDAMER AVIATION STAFF <b>Valid From</b> : 02-Jan-2021 To 28-Jan-2021 <b>Airports</b> : MUMBAI <b>Terminals</b> : APRON	
<b>Name</b> : MISRA SARTHAK <b>Orgn</b> : INDAMER AVIATION <b>Desig</b> : TRAINEE	
  <b>Holder's Signature</b>	 <b>Signature of Issuing Authority</b>

  
**Prof. Anshu Shinde**  
 I/c Principal  
 Empire Education Society  
 Indira Institute of Aircraft Engineering,  
 Pune - 412307

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## List of Students Completed Internship / Fieldwork / Project work from GMR Air Cargo and Aerospace Engineering Ltd.

Sl. No.	Name of Student	Internship/ Fieldwork / Project work Completed from	Completion Year
1	Akash Shirang Pawar	GMR Air Cargo and Aerospace Engineering Ltd.	2022
2	Akshit Deepak Pantawane	GMR Air Cargo and Aerospace Engineering Ltd.	2022
3	Anubhav Omprakash Rai	GMR Air Cargo and Aerospace Engineering Ltd.	2022
4	Atharva Rajinder Kumar Anand	GMR Air Cargo and Aerospace Engineering Ltd.	2022
5	Ganesh Shinde	GMR Air Cargo and Aerospace Engineering Ltd.	2022
6	Khira Yashaswi Millesh	GMR Air Cargo and Aerospace Engineering Ltd.	2022
7	MD. Ibrahim SK	GMR Air Cargo and Aerospace Engineering Ltd.	2022
8	Nash Goes	GMR Air Cargo and Aerospace Engineering Ltd.	2022
9	Omkar Arjun Londe	GMR Air Cargo and Aerospace Engineering Ltd.	2022
10	Pooja Arun Tachtode	GMR Air Cargo and Aerospace Engineering Ltd.	2022
11	Poonam Gangaram Vengarlekar	GMR Air Cargo and Aerospace Engineering Ltd.	2022
12	Pranil Sahu	GMR Air Cargo and Aerospace Engineering Ltd.	2022
13	Rashmita Kisan	GMR Air Cargo and Aerospace Engineering Ltd.	2022
14	Sanskurti Raju Patil	GMR Air Cargo and Aerospace Engineering Ltd.	2022
15	Vishakha Bade	GMR Air Cargo and Aerospace Engineering Ltd.	2022
16	Shreeya Chandrakant Karnuk	GMR Air Cargo and Aerospace Engineering Ltd.	2022
17	Vishvesh Shrikant Mayankar	GMR Air Cargo and Aerospace Engineering Ltd.	2022
18	Aishwarya Baidya	GMR Air Cargo and Aerospace Engineering Ltd.	2022
19	Md. Bahuddin Shaikh	GMR Air Cargo and Aerospace Engineering Ltd.	2022
20	Mustakim Khan	GMR Air Cargo and Aerospace Engineering Ltd.	2022
21	Priyanshi Manoj Tripathi	GMR Air Cargo and Aerospace Engineering Ltd.	2022
22	Piyush Bhausaheb khule	GMR Air Cargo and Aerospace Engineering Ltd.	2022
23	Ritesh N. Katgube	GMR Air Cargo and Aerospace Engineering Ltd.	2022
24	Sakshi Rajendra Sarkate	GMR Air Cargo and Aerospace Engineering Ltd.	2022
25	Sanket Pednekar	GMR Air Cargo and Aerospace Engineering Ltd.	2022
26	Santosh Suresh Kattikar	GMR Air Cargo and Aerospace Engineering Ltd.	2022
27	Unmesh Udaysing Raofare	GMR Air Cargo and Aerospace Engineering Ltd.	2022
28	Yash Avinash Korgaonkar	GMR Air Cargo and Aerospace Engineering Ltd.	2022
29	Ritesh Jaiswal	GMR Air Cargo and Aerospace Engineering Ltd.	2022

  
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## List of Students Completed Internship / Fieldwork / Project work from AI Engineering Services Ltd.

Sr.No.	Name of student	Internship/ Fieldwork / Project work Completed from	Completion Year
1	Ganesh Ashok Turewale	AI Engineering Services Ltd.	2022
2	Joel Shivaji Sathe	AI Engineering Services Ltd.	2022
3	Sanket Sudhir Raut	AI Engineering Services Ltd.	2022
4	Prashit Ashok Borade	AI Engineering Services Ltd.	2022
5	Prithviraj Tupe	AI Engineering Services Ltd.	2022
6	Saurabh Shivharl Changan	AI Engineering Services Ltd.	2022
7	Akli Riyaz Ansari	AI Engineering Services Ltd.	2022
8	Akshansh Singh	AI Engineering Services Ltd.	2022
9	Naved Mirza Shaikh	AI Engineering Services Ltd.	2022
10	Pranav Subhas Jawale	AI Engineering Services Ltd.	2022
11	Prasanna Prashant Ingole	AI Engineering Services Ltd.	2022
12	Roshan Vasant Powar	AI Engineering Services Ltd.	2022
13	Sanket M. Dhamdhare	AI Engineering Services Ltd.	2022
14	Tejas Uddhav Shinde	AI Engineering Services Ltd.	2022
15	Vivek S. Bhongale	AI Engineering Services Ltd.	2022

  
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I/c Principal  
Empire Education Society  
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Pune - 412307



Ref. No. MTO/21/T2/366

Date: 29.09.2021

**CERTIFICATE**

This is to certify that the following students of Indira Institute of Aircraft Engineering have assisted/observed/ demonstrated actual environmental Practical Task Training for Semester Fourth in Modules 5,13,14 at Base Maintenance facility of Air India Engineering Services Ltd., OAP, Santacruz (E), Mumbai from 27<sup>th</sup> August 2021 to 28<sup>th</sup> September 2021.

S. No	Name of Student	Register No.	Category
1	Ganesh Ashok Turewale	1805	B2
2	Joel Shivaji Sathe	1807	B2
3	Sanket Sudhir Raut	1812	B2
4	Preshit Ashok Borade	1816	B2
5	Prithviraj Yupe	1817	B2
6	Saurabh shivhari changan	1823	B2
7	Akil Riyaz Ansari	1903	B2
8	Akshansh Singh	1904	B2
9	Naved Mirza Shalkh	1908	B2
10	Pranav Subhas Jawale	1911	B2
11	Prasanna Prashant Ingole	1912	B2
12	Roshan Vasant Powar	1914	B2
13	Sanket M. Dhamdhare	1916	B2
14	Tejas Uddhav Shinde	1921	B2
15	Vivek S. Bhongale	1924	B2






(Sanjay K. Minz)

Chief Training Manager, MTO Go-B  
AI Engineering Services Ltd.,  
Old Airport, Santacruz (E), Mumbai.



  
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i/c Principal  
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## List of Students Completed Internship / Fieldwork / Project work from Go first Mumbai

Sl. No.	NAME OF STUDENT	Internship/ Fieldwork / Project work Completed from	Completion Year
1	AKSHAY PRAKASH GHORAJ	Go First Mumbai	2023
2	ANJALI KUMARI	Go First Mumbai	2023
3	AUTADE AKSHAY VISHNU	Go First Mumbai	2023
4	AYAN RAHIMTULLA TAMBOLI	Go First Mumbai	2023
5	BHOIR SAKSHI RAMDAS	Go First Mumbai	2023
6	DEVANSH PATRA	Go First Mumbai	2023
7	DIAS JUSTINE CONSTANCIO	Go First Mumbai	2023
8	FRANCIS MARK SAMSON	Go First Mumbai	2023
9	HANDE DNKAR JALINDAR	Go First Mumbai	2023
10	JANUJRE TUSHAR VILAS	Go First Mumbai	2023
11	KAUSHIK SAYALI KRISHAN	Go First Mumbai	2023
12	KHAN SIMRAN YUSUF	Go First Mumbai	2023
13	MANDLIK SANCHIT DHILPKUMAR	Go First Mumbai	2023
14	MIHIR DHANANJAY JADHAV	Go First Mumbai	2023
15	MOHITE HARSHAD PRAMOD	Go First Mumbai	2023
16	PALANDURKAR MAHARSHI SANJAY	Go First Mumbai	2023
17	PAWAR PRANJAL SAYAJI	Go First Mumbai	2023
18	RISHI VERMA	Go First Mumbai	2023
19	RYAN MONTEIRO BABAN	Go First Mumbai	2023
20	SHIRKE SHAMBHURAJE KAILAS	Go First Mumbai	2023
21	SHIVAM MAHAJAN	Go First Mumbai	2023
22	SURYAWANSHI NAMITA HANUMANT	Go First Mumbai	2023
23	TALEKAR DATTATRAY MADHUKAR	Go First Mumbai	2023
24	KSHIRSAGAR OBED SUNIL	Go First Mumbai	2023
25	MOHAMMAD ASAD SHAREEF MOHAMMAD SABER SHAREEF	Go First Mumbai	2023

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Vc Principal  
Empire Education Society  
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Pune - 412307





**AMO TRAINING OF INDIRA INSTITUTE OF AIRCRAFT  
ENGINEERING,PUNE**



**Appendix: Student attendance record semester V  
(Go First Practicals)**

Page No. 3/2023

Module Number		Category B2				Batch 20					
DATE		29/05/2023		Start Date		29/05/2023		Finished Date		30/05/2023	
Sr. No.	Er. No.	Name of students	Hours - I	Hours - II	Hours - III	Hours - IV	Hours - V	Hours - VI	Hours - VII	Hours - VIII	
1	2001	Akshay Prakash Ghorai									
2	2002	Anjali Kumari									
3	2003	Rushar Janjire									
4	2004	Akshay Autade									
5	2005	Devaansh Patra									
6	2007	Aasthe Dias									
7	2008	Maharshi Palandurkar									
8	2009	Mark Francis									
9	2010	Mihir Jadhav									
10	2011	Nemita Suryawanshi									
11	2014	Sakshi Bhoir									
12	2015	Sayali Kaushik									
13	2016	Shamshuraje Shirke									
14	2017	Simran Khan									
15	1828	Karan Ramesh Karne									

Name of Instructor (GO FIRST)

Authorization Number

Name of Instructor (IAE)

SUBODH KUMAR SHINDE

H.M.Sardhe

Signature Of Instructor (GO FIRST)

Signature Of Instructor (IAE)

**Prof. Anshu Shinde**

I/c Principal

Empire Education Society  
Indira Institute of Aircraft Engineering,  
Pune - 412307



**AMO TRAINING  
OF INDIRA INSTITUTE OF AIRCRAFT ENGINEERING, PUNE**



**Appendix: Student attendance record semester V  
(Go First practical)**

Page No. \_\_\_\_\_

Module Number		IIA	Category B1				Batch 2I			
DATE		22/04/2023	Start Date		28/04/2023	Finished Date		29/04/2023		
Sl. No.	Enrolment No.	Name of students	Hours - I	Hours - II	Hours - III	Hours - IV	Hours - V	Hours - VI	Hours - VII	Hours - VIII
1	2103	DATTATRAY TALUKAR								
2	2104	KANSHAD MOHITE								
3	2107	DNKAR HANDE								
4	2108	PHANJAL PAWAR								
5	2109	RISHI VERMA								
6	2111	RYAN MONTEIRO								
7	2113	SHIVAM MAHAJAN								
8	2117	GBEN KSHIRSAGAR								
9	2118	SANCHIT MANDLIK								
10	2119	AYAN TAMBOLI								
11	2121	MOHAMMAD ASAD SHAREEF								

SANTOSH SAWANT

Name of Instructor (GO FIRST)

Authorization Number

Name of Instructor (IAE)

Signature of Instructor (GO FIRST)



Prof. Ansha Shinde  
i/c Principal

Empire Education Society  
Indira Institute of Aircraft Engineering,  
Pune - 412307

H.M. Sarathe

Signature of Instructor (IAE)

28/04/23