



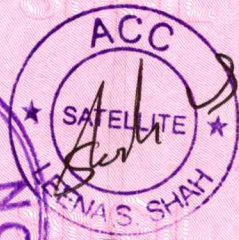
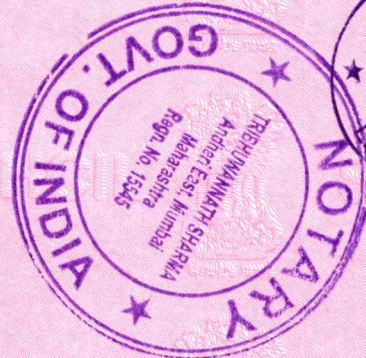
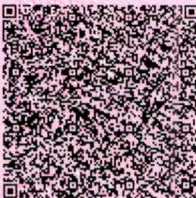
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INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ23607277022784W
Certificate Issued Date : 08-Jul-2024 01:15 PM
Account Reference : IMPACC (AC)/ gj13233811/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference : SUBIN-GJGJ1323381165226839378118W
Purchased by : WESTERN INDIA INSTITUTE OF AERONAUTICS PVT LTD
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : FOR STUDENT TRAINING MOU
Consideration Price (Rs.) : 0
(Zero)
First Party : WESTERN INDIA INSTITUTE OF AERONAUTICS PVT LTD
Second Party : INDAMER AVIATION PRIVATE LTD
Stamp Duty Paid By : WESTERN INDIA INSTITUTE OF AERONAUTICS PVT LTD
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



HIF 0011689414

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

MEMORANDUM OF UNDERSTANDING

This Agreement is executed at Mumbai on 22nd July 2024 by and between

WESTERN INDIA INSTITUTE OF AERONAUTICS PRIVATE LIMITED, a company incorporated under the company Act 1956 having its registered office at Indus University campus, via Thaltej, Rancharda, Ahmedabad-382115, Gujarat, India. (hereinafter to be referred to as "WIIAPL"). The Agreement has been executed through **Mr. Shridhar Mulchandani** in capacity as **Chief Liaison Officer** of the company.

AND

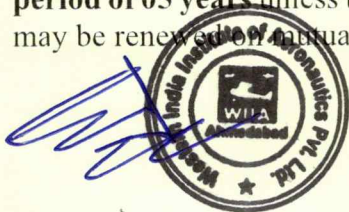
INDAMER AVIATION PRIVATE LIMITED, a company incorporated under the companies Act, 1956 having Its registered office at Hangar No. 01, Juhu Airport, Vile Parle (W) Mumbai 400056, (hereinafter to be referred to as "IAPL"). The Agreement has been executed through **Mr. Avinash Bharti** in capacity as **Chief Operating Officer** of the company.

WIIAPL and IAPL shall be hereinafter jointly referred to as the "**parties**" and singularly as "**Party**".

- A. Whereas IAPL (MRO Division) is a DGCA Approved Part 145 maintenance organization, inter alia, engaged in the business of providing aircrafts maintenance, repairs and overhaul.
- B. Whereas WIIAPL is an DGCA approved CAR 147(BASIC) institute vide Certificate bearing Approval No: DGCA/CAR/147(B)/28 for providing the course in Basic Aircraft Maintenance Engineering in Category B1.1, B1.2, B1.3 & B2.
- C. whereas Western India Institute of Aeronautics Pvt. Ltd. (WIIA), Ahmedabad 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 providing practical training as per Institute syllabus requirement.
- D. Whereas WIIAPL has approached IAPL for imparting actual aircraft maintenance working environment practical training which is made mandatory by DGCA in its latest CAR 147 (Basic) in aircraft maintenance Training to its students who have opted for pursuing Aircraft Maintenance Engineering from **IAPL's facility at Mumbai**.

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. WIIAPL has duly inspected the facilities wherein Training would be provided by IAPL to the nominated students of WIIAPL 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 WIIAPL fully understands and agrees to adhere to all security procedures and rules of IAPL 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 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.



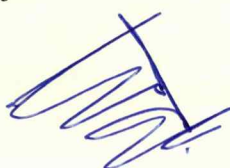


3. WIIAPL shall send students as per mutually agreed numbers, schedule, location and duration of training on case-to-case basis with a limit of **maximum Thirty (30) students per year for Category B1.3 for 288 Hours of training**. The list of students for training shall be send by WIIAPL to IAPL at least one months in advance before commencement of training with complete details/information of its students and complete all formalities/documentation to get all necessary clearances/permissions to enter the said facility. WIIAPL hereby warrants that they shall be responsible to procure all-the approvals from competent authorities for imparting training by IAPL. The course content and time of imparting 288 hours of practical training will be mutually agreed between the parties
4. WIIAPL warrants that they have prepared a Course containing the training module detailing the syllabus and procedures for aircraft maintenance engineering, which is in line with the regulatory requirements.
5. WIIAPL will prepare aircraft maintenance practical program for 288 hours as mentioned in Interface Manual, which would be covered during the course period after initial consultation with IAPL, and IAPL will impart the Training to students of WIIAPL so that-the students get experience relevant to aircraft maintenance referred to as Actual maintenance working environment Practical Training.
6. Each of the Parties agree that this Training is to enable students of WIIAPL 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 IAPL.
7. Subject to successful completion of actual aircraft maintenance working environment training & assessment of the WIIAPL students,
- a) Shall Certify the logbook entry of the students by the person nominated by IAPL on or before statutory due date as required under the law.
 - b) Shall provide a copy of Attendance Sheet/ Register.
 - c) Shall Provide the individual practical assessment sheet of each student.
 - d) Shall provide training certificate against individual student.
8. By this Agreement, the WIIAPL shall entitle to use the logo of the IAPL till the validity of this Agreement in all marketing and branding modes which includes but is not limited to digital, electronic, brochure, pamphlets, prospectus, and all types of communication modes. In that matter, the IAPL shall provide the logo in CDR, JPEG, and PNG in open format upon execution of this agreement.
9. Training charges and All charges levied by the Airport Owners / Operators, Government etc. will be to the account of WIIAPL including but not limited to Royalties, GST etc. The trainees need to follow
- a) The trainees shall provide the entire necessary Documents well in advance to the appropriate authorities before commencement of training with complete details/information of its candidates and complete nil formalities/documentation to get all necessary clearances/permissions to enter the MROs facilities.
 - b) Trainee has to get insured himself in every aspect during their practical training at our facilities as well as at the MROs facilities before the commencement of the theoretical and practical classes.





10. Students shall be responsible and liable for lodging, boarding, ensuring visa, if applicable and other statutory requirements and related expenses for the respective students.
11. Authorized representative from IAPL and Training Manager / Authorized person from WIIAPL shall be act as nodal person for proper Liaoning of practical training.
12. 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.
13. IAPL shall be responsible for AEP / Permit (Airport Entry asses / other access) of each student; however, WIIAPL students shall produce relevant require documents for issuance of AEP. IAPL will not be responsible for any delays in the issuance of AEP or other permit by the issuing authorities.
14. WIIAPL hereby warrants and undertakes that it will not hold IAPL responsible for any accident, loss of limb or life or any other injury caused to any student / faculty of WIIAPL in the said facility and WIIAPL or its students and faculty will not claim any damages / Compensation what so ever from IAPL. WIIAPL shall ensure and be responsible to ensure that every student / faculty of WIIAPL shall get themselves sufficiently insured against the accidents or incidents that may take place at the said facility and/or while on their way to the said facility. WIIAPL agrees to indemnify and hold harmless IAPL and its directors or employees from any and all claims, damages and losses incurred by IAPL because of failure of WIIAPL or its students or faculty from taking proper insurance coverage or caused due to breach of the terms of this Agreement.
15. Each Party shall appoint one nodal officer to periodically review and identify ways to strengthen cooperation between them.
16. WIIAPL hereby agrees to indemnify and keep indemnified and hold harmless IAPL, its directors, officers and employees from and against:
- a) Any claims, damages, losses arising out of any breach of any terms of this Agreement;
 - b) Any third-party liability or claims, costs (including reasonable attorneys' fees), expenses arising due to WIIAPL's commitment to its students, under this Agreement or due to providing Training to the students.
17. 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.
18. A. Neither IAPL nor WIIAPL shall be liable for any unavoidable delay in performing their obligations under this agreement where such delay is directly attributable to circumstances beyond their reasonable control and could not have been avoided by the affected party by exercising reasonable care ("Force Majeure Event"). Provided that the affected Party promptly and in no event later than 10 (ten) days notifies the other Party in writing of the occurrence of the Force Majeure Event and the likely duration of the delay and it uses reasonable efforts to mitigate the Force Majeure Event and to continue to perform its obligations under this Agreement. The affected Party shall also issue a notice to the other Party upon the cessation of the Force Majeure Event.

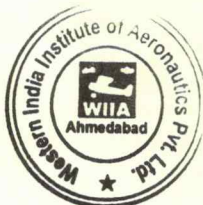
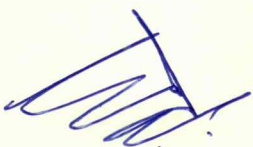


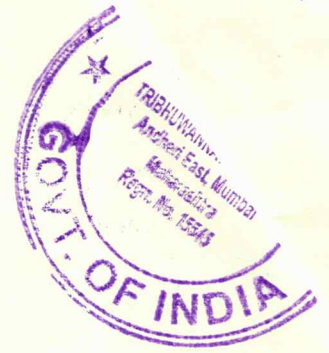


B. Force Majeure Event shall include, but not be limited to:


- a) War, hostilities (whether war be declared or not), invasion, act of foreign enemies;
- b) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war;
- c) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's personnel and other employees of the Contractor and the subcontractors or their employees;
- d) Epidemics or quarantine restrictions, embargoes, blockages, or other actions, restrictions, regulations, or orders of any government, agency or subdivision thereof;
- e) Sabotage, fire, explosions, accident;
- f) Natural catastrophes and acts of God such as earthquake, floods, hurricane, typhoon or volcanic activity.

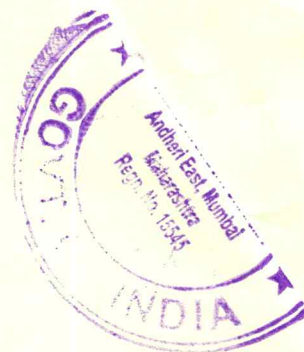
19. This Agreement will be terminated in case of breach by either party to the terms of this agreement or by either Party in the event of a force majeure continuing for a period of 90 days or more with an intimation to DGCA. The provisions of clauses 9, 13, 15, 19, 25 and 28 shall survive termination of the present Agreement. The termination of this Agreement shall not terminate the rights of either Party that has already been accrued.
20. Acceptance of this Agreement by IAPL & WIIA, is subjected to no objection from DGCA at any stage in case any objection from the above regulatory body, the agreement will be terminated with immediate effect without assigning any reason.
21. 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 courts and the Parties hereby submit to the exclusive jurisdiction of either of the court for the purposes of this Agreement.
22. 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 an intimation to DGCA. Both party shall allow access to DGCA for surveillance if required.
23. **A.** This Agreement is intended to be confidential and its existence shall not be disclosed by the WIIAPL / IAPL 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"):
- a) Officers and directors of such party or any subsidiary,
 - b) Agents and advisors of such party or its subsidiaries (including legal, tax and financial advisors) and
 - c) Any other person with the prior written consent of IAPL.
- B.** In the event the WIIAPL determines that any public announcement of this Agreement is required, the WIIAPL 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 WIIAPL. WIIAPL further agrees that it will ensure that:
- a) Students will treat all information, documents and papers and other matters coming to them from IAPL as confidential document and information.
 - b) 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 Agreement.





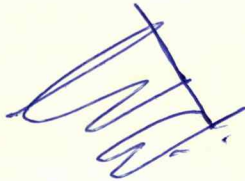
24. Both the Parties hereby agrees that they will not source, recruit or engage any of the other Party employees without the prior written consent of such other Party.
25. WIAPL shall ensure and be responsible for compliance of applicable laws and IAPL rules and regulations by the students at IAPL facility.
26. Under no circumstances shall IAPL be liable for consequential, special, incidental, indirect and/or punitive damages of any kind or nature under any circumstances whatsoever and howsoever caused.
27. IAPL'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.
28. If any provision of this Agreement 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 Agreement 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.
29. 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.
30. Each Party shall pay its own legal and other costs in connection with this Agreement and the matters contemplated by it.
31. This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.
32. 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 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.
33. 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.
34. 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.

On behalf of;
**WESTERN INDIA INSTITUTE OF
AERONAUTICS PRIVATE LIMITED**



SIGNATURE
NAME: MR. SHRIDHAR MULCHANDANI

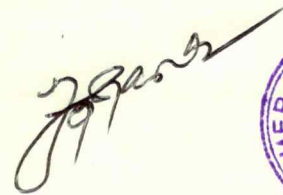
AUTHORIZED SIGNATORY

WITNESS:



Dipak Paradiya
Quality Manager
Western India Institute of Aeronautics Pvt. Ltd.
Ahmedabad.

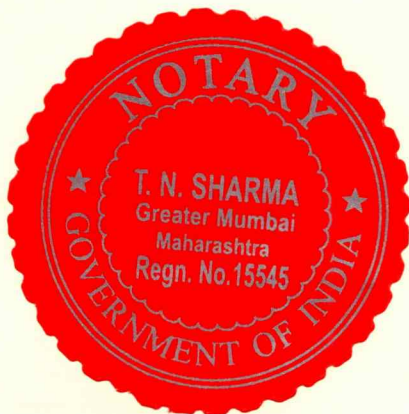
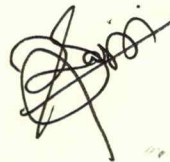
On behalf of;
**INDAMER AVIATION PRIVATE
LIMITED**

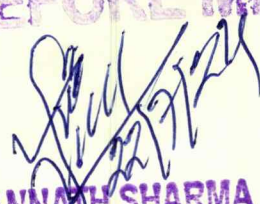


SIGNATURE
NAME: MR. AVINASH BHARTI

AUTHORIZED SIGNATORY

WITNESS:



BEFORE ME

TRIBHUWANNATH SHARMA
M.A., Literature (English), LL.B. (Bom)
ADVOCATE & NOTARY, GOVT. OF INDIA
Regn. NO. 15545

Reg. No. 08
Sr. No. 1075
Dt. 22/7/24





Dipak Paragiyas
Quality Manager
Western India Institute of Aeronautics Pvt. Ltd.
Ahmedabad.

Appendix-1 List of Practical Activity (List of Task will be in mentioned Interface Manual)

Appendix-2 Prices and Terms of Payment

A. As per terms and conditions in this Annexure the Parties agree that for the services rendered by IAPL and the applicable prices shall be established in accordance at a fixed rate as mentioned below.

Category	Practical Training Hours	Practical Training Charges per Students
Category B1.3 (Helicopter Turbine)	288 hours (145 hours in 5 th Semester & 143 Hours in 6 th Semester)	Rs. 100000 /-, +GST per student for 288 hours Practical Training.

- B. All the payment shall be released by the Institute as per Invoice raised by the IAPL, within 15 days from the date of the invoice, but at least 07 days before commencement of such training.
- C. The above-mentioned amount will be paid in two instalments i.e. in 5th Semester (before start of the practical) and in 6th Semester (before start of the practical).
- D. If the breach in payments are set forth in this agreement occurs, IAPL may give thirty (30) Days return notice to WIIAPL to cure the breach. If the WIIAPL does not cure such breach within a period of such thirty (30) days, IAPL may terminate this agreement with immediate effect.
- E. In case if any time the contract is terminated by either party, the remaining balance with IAPL shall be returned to WIIA within 7 days of the termination of the contract.



