



தமிழ்நாடு தமில்நாடு TAMILNADU

12 JUN 2022

CT 359994
S. R. Pandithai
S. R. PANDITHAI
TAMIL VENDOR
E. No. 104/37/97
40.4/134, Mugalai West,
Chennai - 600 030.

MEMORANDUM OF UNDERSTANDING
For
Maintenance of Aircraft

This MOU is executed on 19th Sep. 2022 at Bengaluru by and between

Air Works India Engineering Private Limited (AWIEPL), a company incorporated under the company act 1956 having its registered office at Old Airport, Gate No. 8, Near Kalina Military Camp, Santacruz (E), Mumbai - 400 029 (hereinafter called the 'Service Provider') which expression shall include its successor, assigns of the one part.

AND

Spirit Air LLP, a company incorporated under the company act 1956 having its registered office at B -3/12, Vishal Khand-3, Gomti Nagar, Lucknow-226010 and corporate office at 182A, 3rd B Cross, Domlur Layout, Bangalore-560071 (hereinafter called the 'Customer') which expression shall include its successor, assigns of the second Part.

WHEREAS:

- The Service Provider is engaged in the business of providing maintenance and repair services of the Aircraft for comprehensive maintenance including schedule and unscheduled maintenance and is an organization under CAR 145
- The Customer is engaged in the business of operating scheduled/non -scheduled/charter flights and other activities related to transportation of passengers and cargo by air including

MoU/AWIEPL/SPIRITAIR/B-200 GT

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flight crew training.

NOW THIS DEED WITNESSETH AS FOLLOWS

1. AGREEMENT OBJECTIVE

The Customer is desirous of engaging the Maintenance and Technical services of the Service Provider to support Maintenance services as per provisions of Directorate General of Civil Aviation (DGCA) CAR 145 requirements.

2. AIRCRAFT MODEL: King Air 250 Fusion fitted with P&W PT6A-52 Engines/ any other Air Aircraft

3. AIRCRAFT REGISTRATION:

4. LOCATION: HAL Airport Bangalore.

5. PERIOD: This MoU shall be valid till Maintenance and Technical Services Agreement (MTAA) is executed between the Customer and Service Provider.

6. SCOPE

- a) The Customer shall operate its aircraft for scheduled/non-scheduled /charter flights
- b) The Service Provider is a DGCA 145 approved organization and has approved line and base maintenance capability to maintain B-200 GT aircraft.
- c) The Service Provider shall provide 1(x) B1 AME & 1 (x) Technician at HAL Bangalore Airport during the operations and maintenance. The B2 AME shall be provided ON NEED basis.
- d) The Service Provider shall provide general tools for the Customer's aircraft.

7. CONFIDENTIALITY

The Parties shall use best efforts to maintain, at all times, confidential information in relation to the facts and terms of this MOU, the existence and content of any negotiations except that the Parties may inform advisors, counsel, and others with a need to know as each party deems necessary, and make appropriate disclosures if required by applicable laws.

8. TERM AND TERMINATION

This MOU is valid for a period of one year from 30th August 2022 and can be terminated by either party upon prior notice to other party in writing of 3 months. The MOU can be extended on mutually agreed terms.

9. DISPUTE RESOLUTION

- a) Any dispute/differences arising out of or relating to the terms of this MOU Including interpretation of the clauses of this MOU will be resolved through mutual discussions of the concerned parties at the first instance, However, if the disputes/ differences remain unresolved, then in that event, the matter shall be referred for arbitration and both the parties will mutually decide and appoint arbitrator.
- b) The award of the arbitrator shall be final and binding upon both the parties. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 in English. The venue of arbitration shall be at Ahmedabad.
- c) This agreement is subject to exclusive jurisdiction of the competent courts at



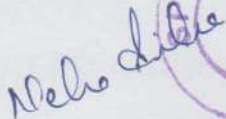
Karnataka. This agreement shall be governed by the laws of India.

10. MISCELLANEOUS

- a) This MOU shall be construed according to its fair meaning and not strictly for or against either parties. This MOU does not, and is not intended to impose any binding obligations on the Parties except as provided in MOU
- b) This agreement constitutes the entire agreement between the parties hereto with respect to the subject matters of this agreement and supersedes all prior agreement and undertakings, both written and oral, with respect to the subject matter hereof except as otherwise expressly provided herein.

Signed and Delivered by the within named

Spirit Air LLP



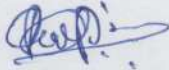
Name: Neha Sinha

Designation:

Manager (Business Operations)

Witness:

1. Prajwal D'souza



Air Works India (Engineering) Private Limited



Name: Mr. Sanjay Kumar Swain

Designation: Associate Vice President -
Strategy & Business Development

Witness:

1. R. PRAKASH

