

Carver Aviation 

ACADEMY OF
CARVER AVIATION
PRIVATE LIMITED

**TRAINING & SERVICES
AGREEMENT**

ADDRESS:
PLOT P-50, MIDC
NEAR BARAMATI AIRPORT
BARAMATI - 413133



PILOT TRAINING ACADEMY

Academy of Carver Aviation Pvt. Ltd. Baramati, Pune - 413133.

Carver Aviation
Success is a reality

ADMISSION FORM FOR CPL/PPL/OTHER COURSES

To be filled neatly in BLOCK LETTERS only

No.:

NAME

DATE OF BIRTH

PLACE OF BIRTH

STATE

GENDER

MALE

FEMALE

OTHER

NAME OF FATHER/MOTHER/GUARDIAN

PARENT'S/GAURDIAN'S OCCUPATION

PRESENT ADDRESS (with contact number - mandatory)

PERMANENT ADDRESS (with contact number - mandatory)

PILOT TRAINING :

Student Pilot License (SPL)

Commercial Pilot License (CPL)

Private Pilot License (PPL)

Instrument Rating (Single and Multi)

Flight Instrument Rating

Simulator Training

Other

Please Specify _____

EDUCATIONAL QUALIFICATION: 10+2

DIPLOMA

GRADUATION

	CLASS X	CLASS XII	DIPLOMA / GRADUATION
NAME OF INSTITUTION / BOARD			
YEAR OF PASSING			
PERCENTAGE OF MARKS OBTAINED			

* As per DGCA Public Notice, Verification certificates for declared qualifications should be submitted from concern Boards / Universities within two months of admission.

MARITAL STATUS:

MARRIED

UNMARRIED

UNDERTAKING

I hereby declare that information given herein above is true and correct to the best of my knowledge and I certify that all the above statements are correct and complete. I also declare that I have fully read the prospectus and understood the complete terms and conditions including course details. I further agree to abide with all the terms and conditions of admission, rules and regulation as may be enforced by the Authority of the Institute from time-to-time. I also affirm that there is no criminal proceeding of any kind pending against me and I further undertake that I shall meet all the legal requirement of Government of India. In case of any breach of law committed by me, I will forfeit my right to pursue my studies, ground and flying training along with the fees paid to ACAPL.

Authorised Signatory

Signature of Trainee / Parent / Guardian

PILOT TRAINING ACADEMY

Academy of Carver Aviation Pvt. Ltd. Baramati, Pune - 413133.

ADMISSION FORM FOR CPL/PPL/OTHER COURSES



To be filled neatly in BLOCK LETTERS only

I, Mr/Miss _____
(Trainee)

being admitted to the Flying Training Course at Academy of Carver Aviation Private Limited (ACAPL), Baramati, shall be responsible for my/his/her conduct in and outside the campus and will not hold the institute responsible for any untoward incident or happenings. I am fully aware of the fee structure and I am able to pay the fees on time. I will be responsible for any punitive action taken by the institute incase I/my ward/son/daughter doesn't meet the attendance requirements and my/his/her progress or conduct is unsatisfactory. I am also aware that no fees shall be refundable under any circumstances.

Full Name _____
Parent/Guardian (Relation to candidate)

Occupation _____

Annual Income _____

Address for Communication _____

Telephone No. _____

E-mail : _____

Authorised Signatory

Signature of Trainee / Parent / Guardian

PILOT TRAINING ACADEMY

Academy of Carver Aviation Pvt. Ltd. Baramati, Pune - 413133.

Carver Aviation
Success is a reality 

ADMISSION FORM FOR CPL/PPL/OTHER COURSES

To be filled neatly in BLOCK LETTERS only

No.:

NAME

DATE OF BIRTH

PLACE OF BIRTH

STATE

GENDER

MALE

FEMALE

OTHER

NAME OF FATHER/MOTHER/GUARDIAN

PARENT'S/GAURDIAN'S OCCUPATION

PRESENT ADDRESS (with contact number - mandatory)

PERMANENT ADDRESS (with contact number - mandatory)

PILOT TRAINING :

Student Pilot License (SPL)

Commercial Pilot License (CPL)

Private Pilot License (PPL)

Instrument Rating (Single and Multi)

Flight Instrument Rating

Simulator Training

Other

Please Specify _____

EDUCATIONAL QUALIFICATION: 10+2

DIPLOMA

GRADUATION

	CLASS X	CLASS XII	DIPLOMA / GRADUATION
NAME OF INSTITUTION / BOARD			
YEAR OF PASSING			
PERCENTAGE OF MARKS OBTAINED			

* As per DGCA Public Notice, Verification certificates for declared qualifications should be submitted from concern Boards / Universities within two months of admission.

MARITAL STATUS:

MARRIED

UNMARRIED

UNDERTAKING

I hereby declare that information given herein above is true and correct to the best of my knowledge and I certify that all the above statements are correct and complete. I also declare that I have fully read the prospectus and understood the complete terms and conditions including course details. I further agree to abide with all the terms and conditions of admission, rules and regulation as may be enforced by the Authority of the Institute from time-to-time. I also affirm that there is no criminal proceeding of any kind pending against me and I further undertake that I shall meet all the legal requirement of Government of India. In case of any breach of law committed by me, I will forfeit my right to pursue my studies, ground and flying training along with the fees paid to ACAPL.

Authorised Signatory

Signature of Trainee / Parent / Guardian

PILOT TRAINING ACADEMY

Academy of Carver Aviation Pvt. Ltd. Baramati, Pune - 413133.

ADMISSION FORM FOR CPL/PPL/OTHER COURSES



To be filled neatly in BLOCK LETTERS only

I, Mr/Miss _____
(Trainee)

being admitted to the Flying Training Course at Academy of Carver Aviation Private Limited (ACAPL), Baramati, shall be responsible for my/his/her conduct in and outside the campus and will not hold the institute responsible for any untoward incident or happenings. I am fully aware of the fee structure and I am able to pay the fees on time. I will be responsible for any punitive action taken by the institute incase I/my ward/son/daughter doesn't meet the attendance requirements and my/his/her progress or conduct is unsatisfactory. I am also aware that no fees shall be refundable under any circumstances.

Full Name _____
Parent/Guardian (Relation to candidate)

Occupation _____

Annual Income _____

Address for Communication _____

Telephone No. _____

E-mail : _____

Authorised Signatory

Signature of Trainee / Parent / Guardian

PILOT TRAINING ACADEMY

Academy of Carver Aviation Pvt. Ltd. Baramati, Pune - 413133.

ADMISSION FORM FOR CPL/PPL/OTHER COURSES



To be filled neatly in BLOCK LETTERS only

DATE : _____

To:

**Academy of Carver Aviation Pvt. Ltd
P-50, MIDC, Near Baramati Airport,
Baramati : 413133.
Maharashtra, India.**

I _____, Self/Parent/guardian while expressing my gratitude to the management of Academy of Carver Aviation Pvt Ltd, for granting admission to myself / my ward Mr / Ms _____

for the _____ course hereby state and affirm that I shall take full responsibility in respect of myself / my ward towards his/her conduct, discipline and attendance and also my/his/her adherence to the rules & regulations of the Institute during the period of my/his/her undergoing training at ACAPL and that, in the event of any commission or omission on the part of myself/my ward, the management shall be fully empowered to take appropriate action against me/him/her including discontinuation from the Institute. I/we further state that I/we shall abide by the rules and regulations (which may be modified from time to time by the management) at Academy of Carver Aviation Pvt Ltd. I/we further assure all terms and conditions mention as per the Training and Service Agreement signed between ACAPL and myself/my ward is acceptable to me /my ward.

Signature of Trainee / Parent / Guardian

PILOT TRAINING ACADEMY

Academy of Carver Aviation Pvt. Ltd. Baramati, Pune - 413133.

ADMISSION FORM FOR CPL/PPL/OTHER COURSES



To be filled neatly in BLOCK LETTERS only

TRAINING SERVICES AGREEMENT

This Training and Services Agreement ("TSA") executed on this _____ Day of _____ entered into by and between:

Academy of Carver Aviation Private Limited. (ACAPL), a company incorporated under the Companies Act 1956, having its registered office at Plot No. P-50, MIDC, Near Baramati Airport, Baramati, Dist - Pune, Maharashtra : 413133, (India).

Hereinafter referred to as "**ACAPL**" or "**INSTITUTE**" (which expression unless be repugnant to the context or meaning thereof, shall mean and include Directors of the Company, Authorised Signatories, nominees, assigns, executors, administrators and successors in title).

PARTY OF THE FIRST PART.

PAN Card : AAACA5082B
GST Number : 27AAACA5082B2Z3
CIN : U80221MH1995PTC091279

AND

Mr/Ms. _____

Permanent Address: _____

Hereinafter referred to as the TRAINEE (which expression shall unless be repugnant to the context or meaning thereof, shall mean and include his/her/their heirs, executors, administrators and assigns thereof) **PARTY OF THE SECOND PART.**

Each a "Party" and together referred to as the "Parties".

Authorised Signatory

1

Signature of Trainee / Parent / Guardian

PILOT TRAINING ACADEMY

Academy of Carver Aviation Pvt. Ltd. Baramati, Pune - 413133.

Carver Aviation
Success is a reality

ADMISSION FORM FOR CPL/PPL/OTHER COURSES

To be filled neatly in BLOCK LETTERS only

THE PARTIES HEREBY AGREE AS FOLLOWS.

1. Definitions

Board of Objections	The body specifically established to address complaints and objections of Trainees with respect to the performance of this Training Service Agreement.
Course	The Training course
DGCA	Directorate General of Civil Aviation, India.
License	Private Pilot License or Commercial Pilot License with/ without instrument rating and/or multi-engine rating or any other License Course.
Price	The amount identified in Annex A to be paid by the Trainee to ACAPL for the Course.
Start Date	The date & Timeline identified, when the training Course starts to be provided by ACAPL.
Syllabus	The document specifying the contents (i.e. the subjects covered, the training equipment used) and duration of the Course.
Training Materials	Manuals, handbooks, presentations and any other associated materials employed for the Course, including any software or electronic media.

The Agreement consist of the following sections;-

- 1) Training services.
- 2) Course location and duration.
- 3) Course.
- 4) Code of conduct for trainee.
- 5) Code of conduct for parents.
- 6) Classes conduct.
- 7) Library rules and regulations.
- 8) Bounced Cheques & Non-Payment Rules.
- 9) Price and payment.
- 10) Cancellation and refund.
- 11) Termination.
- 12) Insurance and liability.
- 13) Force majeure.
- 14) Miscellaneous.
- 15) Annexure A.

Authorised Signatory

2

Signature of Trainee / Parent / Guardian

ADMISSION FORM FOR CPL/PPL/OTHER COURSES

To be filled neatly in BLOCK LETTERS only

General Rules

- a. All trainees will be required to attend all classes regularly including Ground Classes and Flying Briefings.
- b. The trainees name will be struck off the Institute roll if he/she is absent for/or more than 15 days without information.
- c. A trainee who has been sick should bring a medical and fitness certificate from a practicing doctor on re-joining the Institute after sickness.
- d. The parent should email the reason for absence of the trainee and keep the instructors as well as the office informed.

Note: As Per the Institute policy, 90% attendance is required in order for the Course to be completed.

Change of address, email id and Mobile numbers should be intimated to ACAPL office immediately through an application. If not received within 15 days, the Institute will not be responsible for any kind of communication gap and this cannot be claimed as an excuse under any circumstances.

1. Training Services.

- ACAPL hereby agrees to train the Trainee by way of the Course and as per the Syllabus. Training shall be performed in accordance with ACAPL's training permits, the relevant statutory requirements and ACAPL's standards, policies and procedures.
- Training shall consist of ground (theoretical) instruction, training of practical skills and flight hours so as to fulfill the regulatory requirements for the Course.
- The purpose of the training is to prepare the Trainee in such a manner that the Trainee can objectively be expected to reach the theoretical and practical proficiency necessary to do the required exams to obtain his/her Flying License. Not with standing the foregoing, ACAPL does not guarantee, nor should ACAPL be deemed to have implicitly guaranteed, that the Trainee will achieve the necessary proficiency to qualify for the License as ACAPL cannot be held responsible for the competencies of the Trainee in this respect.
- ACAPL will provide or make available to the Trainee DGCA-licensed instructors for ground Institute and flight training, aircrafts, simulators, manuals, books and reference materials as are required for the Course.
- ACAPL represent that it has obtained the required approval certificates for the above equipment and facilities from the DGCA.

2. Course Location and Duration

- Without prejudice to the other provisions of this TSA, the Course duration is scheduled to be of Twenty Four (24) months at Baramati or a suitable place where the Institute is relocated.
- The above-mentioned Course duration excludes the time required for (preparations for) re-examinations, time-loss in practical flight training due to weather conditions, Governmental directions or unforeseen events which may lead to extension of the Course duration.
- The Duration of the course would also be determined by the progress of the trainee in terms of his/her proficiency necessary to clear the DGCA written exams, ability to fly proficiently, be medically fit and his/her ability to be proficient for the entire duration of the course.
- The Trainee shall also be required to pass all ancillary examinations as required by DGCA from time to time such as English Language Proficiency exams, Radio Telephony Exams, be medically fit etc.

ADMISSION FORM FOR CPL/PPL/OTHER COURSES

To be filled neatly in BLOCK LETTERS only

3. COURSE

- ACAPL reserves the right, without prior notice, to modify the Course contents or adjust standards, rules and regulations.
- If ACAPL believes that the Trainee requires any remedial or excess training to successfully complete the Course, prepare for a specific examination or re-examination, ACAPL will timely advise the Trainee. If so accepted by the Trainee, ACAPL shall provide such remedial or extra training against an additional charge.
- The Trainee is solely responsible to ascertain that he/she meets the entry level requirements for the Course as promulgated in the Syllabus and his/her ability to sufficiently understand English as all training (incl. Training Materials) will be provided in the English language.
- The first two weeks of the Course will serve as an evaluation phase, during which the instructors will test the Trainee on certain disciplines and evaluate the performance and developments in that respect, including assessment tests. At the end of the evaluation phase the relevant instructor will present the outcome of the evaluation to the Trainee, with his/her recommendation to either terminate or continue the Course.
- The Trainee shall, if so requested by ACAPL, provide ACAPL with such Trainee specific information as may be required for regulatory purposes. The Trainee explicitly authorizes ACAPL to process, file and archive Trainee specific information, including data of a personal nature with the exception of disclosure to regulatory authorities if so requested. ACAPL shall not disclose such information to any third party without the prior consent of the Trainee.
- The Trainee agrees to use Training Materials only as authorized by ACAPL and in the manner instructed to do so by ACAPL.
- The Trainee acknowledges that, unless specifically otherwise identified as such by ACAPL, the Training Materials and training equipment are proprietary to ACAPL or its licensor and are provided to the Trainee solely for the purpose of this TSA and the training to be provided there under.
- The Trainee further agrees that he/she shall not copy or reproduce by any means including by drawings, sketches or pictures, by camera, videos or the use of any other type of technology, any of the Training Materials.
- Trainee shall not sell, lend or make available to third parties any Training Materials identified as being ACAPL proprietary, unless with ACAPL's prior written consent.

4. CODE OF CONDUCT FOR TRAINEE

- The Trainee shall adhere to all the Rules and Regulations made by ACAPL from time to time to maintain proper discipline. ACAPL will have the right to suspend, rusticate trainees who are found to be undisciplined and do not adhere to the standard of discipline and behaviour as expected from a trainee. Fees/Advance amount paid by the Trainee will not be refunded.
- Sending abusive or inappropriate mails or any other written communication in letter or electronic formats, to any staff member of the Institute shall not be entertained.
- We believe staff and trainees are entitled to a safe and protective environment in which to work. Behavior that will cause harassment, alarm or distress to users of the premises is contrary to the aims of the Institute. In this context, defamatory, offensive or derogatory comments regarding the Institute or any Trainee/staff at the Institute on social media sites shall be liable for strict action by the management. Loud or offensive language, swearing, cursing or displaying temper will not be permitted inside the premises and will be liable for action. Giving due respect to each & every staff member and proper behavior shall be mandatory.
- Every trainee must report to the Institute on time as the first step to discipline.

ADMISSION FORM FOR CPL/PPL/OTHER COURSES

To be filled neatly in BLOCK LETTERS only

- They should avoid vulgarity in talk and behaviour.
- The Institute uniform should not be used for any other purpose whatsoever, except for the Institute's reasons.
- General courtesy to be shown towards teachers, Institute staff and any visitors.
- Trainees are expected to take care of Institute's property.
- Trainees must come dressed in complete Institute uniform.
- Participation in any political affairs or procession will not be allowed.

5. CODE OF CONDUCT FOR PARENTS

- Parents are expected to recognize that quality education of trainees is a joint responsibility of the parents and the Institute community.
- They are required to help their ward understand that in an Institute appropriate rules are required to be maintained for a safe and orderly environment.
- Parents are to refrain from any sort of disruptive behavior which interferes with the operation of the Institute.
- Sending abusive or inappropriate mails or any other written communication, to any staff member of the Institute shall not be entertained.
- We believe staff, parents and children are entitled to a safe and protective environment to work in. Behaviour that will cause harassment, alarm or distress to users of the premises is contrary to the aims of the Institute. In this context, defamatory, offensive or derogatory comments regarding the Institute or any of the pupils/parents/staff at the Institute on social media sites shall be liable for strict action by the Institute's management. Loud or offensive language, swearing, cursing or displaying temper will not be permitted inside the Institute premises and will be liable for action taken by the Institute. Giving due respect to each & every staff member is expected from all Parents/Guardians.
- Parents / Guardians are to make an entry in the register at the gate before entering the Institute's premises with prior intimation to the concerned head of department.
- All intimations to Trainee / Parents Guardian will be through e-mails and Post.
- Trainee / Parents / Guardians are requested to check their mails and Institute website regularly for updates.
- Any problems faced by the Trainee, is to be discussed amicably with the concerned Head of the Department. The problem if not resolved must be put across to the management via email.

6. CONDUCT OF CLASSES.

- It is compulsory for all the trainees to attend all the ground classes and briefings as per schedules.
- No trainee is allowed to take leave without written permission from his instructor and management (ground or flight where the trainee is studying). The management will have the right to accept or refuse such leaves.
- Permission of leave will be initially forwarded by the instructor and it would be the management's decision to consider such leave applications of the Trainee.
- Leave will be provided only for extreme cases.
- Absence without leave will proliferate towards fine before attending further classes.
- ACAPL will not be responsible for any lost lessons (Ground /Flying) by the trainee while on leave.

ADMISSION FORM FOR CPL/PPL/OTHER COURSES

To be filled neatly in BLOCK LETTERS only

7. LIBRARY RULES AND REGULATIONS

- The Institute has provided a library; each Trainee is expected to use the library books, equipments, material and furniture in proper manner.
- Any breakages, late submission of books and loss of book by trainee will be liable for fine.
- Lights and fan should be turned off after use.
- Chairs should be kept in proper manner.
- Any complaint or objectionable behaviour in the library if observed will be strictly dealt with.
- It is the sole duty of the Trainee to follow all the rules and regulation of the library.

8. Bounced Cheques & Non – Payment Rules:

- In the event of the cheque being dishonored, intimation will be sent by the accounts department and the applicable fees will have to be deposited by way of RTGS / NEFT immediately along with an administrative charge of Rs. 1000/- Rupees One Thousand Only (subject to change). In the event of failure to deposit the fee with the late charges within 7 days of the Verbal intimation, a second notice shall be sent along with interest @18% p.a. If the fee is not deposited even after the second notice; the management will be constrained to take action which it deems fit in this regard and also terminate this agreement and stop further training of the Trainee.

9. PRICE AND PAYMENT

The payment of Institute fees is the responsibility of the Trainee / Parent/ Guardian. **A courtesy reminder will be sent but it should not be used as an excuse for not paying the fees due to non-receipt of the courtesy reminder.**

- For the services, equipment and facilities described, the Trainee shall pay ACAPL the amount specified in Annexure A as the Price. The Price excludes: any applicable taxes and duties; GST, costs of remedial and excess training as well as (preparations for) re-examination; and cost of equipment, training means and facilities not specifically identified herein as being the responsibility of ACAPL. Any tax / Government dues / liabilities arising in future on the payments made to ACAPL, would be the sole responsibility of the Trainee / Parent / Guardian to clear and pay the same and keep ACAPL be indemnified against such claims, dues and liabilities.
- The Fees will be payable in instalments .The first instalment will be due by way of RTGS / NEFT or Demand Draft / Electronic Online Transfer immediately upon signing of this TSA.
- ACAPL may charge interest at a rate of 18% per annum for amount for any late payment. ACAPL reserves the right to immediately suspend, without notice, any services to be rendered under this TSA should payment not be made by the Trainee in accordance.All costs incurred as a result of such suspension shall be solely to the account of the Trainee.
- The prices are based upon the contents of the Course and subject to fuel prices as on the date of execution of this TSA. The Trainee acknowledges that changes in fuel prices or any such changes due to increase in the operational cost or additional mandatory requirements may result in an amendment in the Price structure as mentioned in Annexure A. Taking into account the scope and nature of the changes the amended rates shall become effective within 7 days from such unexpected increases.
- The course fee structure is applicable for two years only, from the date of admission / commencement date. Over and above costs of flying hours, transport costs, ground classes, etc. will be billed as per the guidelines under this Agreement.
- In case a trainee does not complete his/her course within 2 years he/she will be charged as per by the then prevailing rates.

ADMISSION FORM FOR CPL/PPL/OTHER COURSES

To be filled neatly in BLOCK LETTERS only

PAYMENT POLICY

Important: When the parent enrolls the child in the Institute, it is expected that he/she has read, understood and accepted all the terms and conditions mentioned in this Agreement. In addition to the Agreed Price mentioned in Annexure A, Trainee's / Parents/ Guardians will be required to meet the expenses of text books and notebooks, the Institute bus service if required educational tours and excursion, fees for public / examinations and other consequential expenses related to the education of the trainee.

Under no circumstances fees / advance once paid as per Annexure A will be refunded or transferred.

10. CANCELLATION AND REFUND

- ACAPL will not entertain any refund of fees & charges received against this Agreement. The trainee shall not have any right to demand any refunds for the fees paid by him/her either in advance or rendered by him/her towards any services mentioned in this Agreement.
- If ACAPL finds a trainee who may not be able to continue his/her course for whatever reason arising out of his/her personal reasons, non-performance from a trainee, instigating other trainees adversely, indiscipline, unable to clear the DGCA written papers or unable to fulfill other requirements for obtaining his/her license in the stipulated time frame, ACAPL will inform such trainee orally or in writing accordingly and any advance payments paid by the trainee would be forfeited by ACAPL and in no circumstance the trainee would be liable for demanding such amounts.
- The Trainee is fully aware that the payment structure as agreed in Annexure A is for the entire course (Time based) and in any event the trainee wishes to discontinue the course in between he/she will be liable to pay the entire course fees. ACAPL will have the right to demand the entire course fees even if the Trainee decides to shift to another flying Institute for his / her flying training. The rates offered by ACAPL are based on the fact that the Trainee would complete the entire course including their single and multi-engine aircraft training. ACAPL is deemed to have reserved a slot for the entire period of the trainee enrolled towards his/her flying and ground class requirements and will be entitled to claim the entire fees / price as agreed in this Agreement.

11. TERMINATION

- If a trainee is found involved with any inhuman activity, riot, anti-social activity, violence, misbehaviour, anti-national activity, misconduct and theft in the Institute premises, he/she shall be terminated without notice and with immediate effect.
- If any trainee is found to be a party into any criminal legal case (pending inquiry), is found Insolvent, and is legally declared bankrupt under the law applicable to him/her, is liable for termination.
- Unacceptable behaviour by the Trainee to such an extent that further continuation of this TSA can reasonably not be expected from ACAPL, and serious or repeated violations of applicable rules and regulations of this Agreement.
- If for any of the reasons mentioned above the Trainee will be liable to pay the entire course fees as ACAPL is deemed to have reserved his/her place in the Institute for the duration of the course and planned for flying hours by reserving the aircraft and slots for his/her ground classes as per the Trainees progress. ACAPL will have a right to demand such fees for the entire course and take legal action if required towards recovery of the same.

12. INSURANCE & LIABILITY

- ACAPL will at its own cost maintain comprehensive hulls insurance in respect of the aircraft and simulation equipment used for training. Such insurance shall provide for a waiver of subrogation of the insurer's rights against the Trainee unless in case of gross

ADMISSION FORM FOR CPL/PPL/OTHER COURSES

To be filled neatly in BLOCK LETTERS only

negligence or intentional misconduct by the Trainee.

- ACAPL will at its own cost maintain third party legal liability insurance and passenger liability insurance covering aircraft liability, bodily injury and death, property damage and passenger liability in an amount and under conditions customary for the relevant industry. Such insurance shall provide for a waiver of subrogation of the insurer's rights against the Trainee unless in case of gross negligence or intentional misconduct by the Trainee.
- Solely within the scope of the above-mentioned insurance, the Trainee shall not be liable towards ACAPL, and ACAPL will indemnify and hold the Trainee harmless from and against, any pertinent rights, claims or causes of action by or from third parties upto the sum insured. The Trainee will be fully liable for the consequences of his/her own gross negligence and intentional misconduct and the above exoneration and indemnification in such circumstances will not apply.
- Notwithstanding anything contained in this TSA to the contrary, ACAPL shall in no event have any liability towards the trainee for indirect, consequential, incidental, punitive, exemplary or special damages (in tort, contract or otherwise) under or in respect of this TSA and the services to be provided there under. More particularly, in no event shall ACAPL have any liability for any loss of (future) income arising out of, resulting from, or in any way related to this TSA or the termination or cancellation thereof, or from any other cause, even if ACAPL had been advised, knew or should have known of the possibility thereof.
- ACAPL's liability under or pursuant to this TSA shall be limited to actual direct damages and ACAPL shall in no circumstances be liable in excess of the amount of the course price received by it from the trainee. These limitations will apply for all claims related directly or indirectly to this TSA, including without limitation, contract, indemnity, tort (including negligence) and strict liability.

13. FORCE MAJEURE

- ACAPL shall not be in breach of any of its obligations under this TSA when failure to perform or delay in performing any obligation is due wholly or in part to force majeure, like: war, acts of the public enemy, armed aggression, terrorism, civil disturbances, insurrection, riot, revolution; fire, theft, explosion, earthquake, lightning, flood or other major action of the elements; epidemic or quarantine restriction or other catastrophe; energy or other relevant utilities shortages; legislation, any act, law, order, regulation, direction or request of any Governmental or other duly constituted authority; strike or other labour troubles; non-availability of necessary training equipment or support services due to unscheduled maintenance; lack or shortage or delay in delivery of supplies, materials, accessories, equipment or services; any other cause beyond ACAPL's reasonable practical control.
- In the event of the above failure or delay, the time fixed for the completion of the Course by ACAPL shall at ACAPL's option, be extended for such period as is reasonable in view of the circumstances and in all cases as a minimum for the period during which any such cause and the effects thereof persist. ACAPL shall use all reasonable efforts to minimize the effects of a force majeure event.
- Where the force majeure event persists for at least one hundred and eighty (180) days, the Parties undertake to consult with each other and use all reasonable efforts to mitigate any damages or losses suffered as a result thereof. Should the Parties be unable to agree upon a revised basis to proceed, then either Party may thereupon by written notice terminate this TSA. The Parties shall determine between themselves a fair and equitable treatment of the termination in light of the circumstances.

14. MISCELLANEOUS

- The Annexure and any rules and regulations or procedures of ACAPL referred to herein shall form an integral part of this TSA.

PILOT TRAINING ACADEMY

Academy of Carver Aviation Pvt. Ltd. Baramati, Pune - 413133.



ADMISSION FORM FOR CPL/PPL/OTHER COURSES

To be filled neatly in BLOCK LETTERS only

- If any term or provision of the TSA is determined to be invalid, illegal or incapable of being enforced by any rule of law or public policy all other conditions and provisions hereof shall remain in full force and effect and the Parties hereto shall negotiate in good faith to modify the TSA so as to effect the original intent of the Parties as closely as possible so that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- The TSA constitutes the entire agreement between ACAPL and the Trainee and supersedes and replaces all prior discussions, representations, understandings or agreements whether verbal or written, between the Parties.
- The TSA shall be governed and interpreted in accordance with the laws of India. Disputes that cannot be amicably settled by the Parties shall be referred to the competent courts in BARAMATI, Maharashtra.
- Change of Rules and regulations, Fee structure mentioned herein may be changed without notice and will be informed to the Trainee either orally or in writing. Any modifications, as and when made, regarding the Rules, Regulations Pricing etc. will be binding on the Trainee.

Authorised Signatory

Signature of Trainee / Parent / Guardian

Intentionally Left Blank

ADMISSION FORM FOR CPL/PPL/OTHER COURSES

To be filled neatly in BLOCK LETTERS only

15.**ANNEXURE A**
FEE STRUCTURE

NAME: _____

COURSE: _____ DATE OF SIGNING: _____

SR NO.	PARTICULARS
1.	Registration & Insurance Fees
2.	SPL & FRTOL Ground Classes
3.	Pre-Flight Ground Classes, Standardization Classes, Ground Classes for all the Subjects
4.	Simulator Flying (10 hours on Single Engine & 10 hours on Multi Engine Aircraft)
5.	Flying Kit
6.	Usage of Library
7.	Uniform (2 Sets)
8.	200 hours of Flying Training (185 on Single Engine & 15 hours on Multi Engine)

NOTES:

- The entire flying course and ground classes will be conducted in Baramati.
- There are no separate break ups for single & multi engine flying, the entire course is considered as a package.
- Course duration period shall be between 18-24 months depending on the student's academic ability to clear all DGCA examinations & the proficiency displayed by the student towards his/her flying abilities. If the payment Schedule as mentioned in the fee structure is not followed strictly either as per Hours or the Time period the course duration period will be affected and the management will have the option to change the fee structure.

ADMISSION FORM FOR CPL/PPL/OTHER COURSES

To be filled neatly in BLOCK LETTERS only

PAYMENT SCHEDULE FOR CPL

INSTALMENT	DUE DATE	AMOUNT
1.	AT THE TIME OF ENROLLMENT	
2.	ON OR BEFORE THE DATE OF JOINING	
3.	ON 10 HOURS OR 4TH MONTH FROM DATE OF JOINING, WHICHEVER IS EARLIER	
4.	ON 30 HOURS OR 7TH MONTH FROM DATE OF JOINING, WHICHEVER IS EARLIER	
5.	ON 75 HOURS OR 10TH MONTH FROM DATE OF JOINING, WHICHEVER IS EARLIER	
6.	ON 120 HOURS OR 12TH MONTH FROM DATE OF JOINING, WHICHEVER IS EARLIER	
FINAL AGREED VALUE		

PAYMENT SCHEDULE FOR PPL

INSTALMENT	DUE DATE	AMOUNT
1.	AT THE TIME OF ENROLLMENT	
2.	ON OR BEFORE COMMENCEMENT OF FLYING	
3.	ON OR BEFORE 15 HOURS OF FLYING	
FINAL AGREED VALUE		

NOTES:

- All payments to be made via RTGS/NEFT or by Demand Draft in favor of "Academy of Carver Aviation Private Limited" payable at Baramati.
- Any escalation to the fuel cost may result to the hike in the respective fees.
- Any breach in the above payment schedule will result the trainee paying the prevailing flying charges,
- Any of the above fees once paid is not refundable or transferable under any circumstances.

ACAPL Authorised Signatory**Signature of the Trainee / Parent / Guardian**

ADMISSION FORM FOR CPL/PPL/OTHER COURSES

To be filled neatly in BLOCK LETTERS only

15.**ANNEXURE A**
FEE STRUCTURE

NAME: _____

COURSE: _____ DATE OF SIGNING: _____

SR NO.	PARTICULARS
1.	Registration & Insurance Fees
2.	SPL & FRTOL Ground Classes
3.	Pre-Flight Ground Classes, Standardization Classes, Ground Classes for all the Subjects
4.	Simulator Flying (10 hours on Single Engine & 10 hours on Multi Engine Aircraft)
5.	Flying Kit
6.	Usage of Library
7.	Uniform (2 Sets)
8.	200 hours of Flying Training (185 on Single Engine & 15 hours on Multi Engine)

NOTES:

- The entire flying course and ground classes will be conducted in Baramati.
- There are no separate break ups for single & multi engine flying, the entire course is considered as a package.
- Course duration period shall be between 18-24 months depending on the student's academic ability to clear all DGCA examinations & the proficiency displayed by the student towards his/her flying abilities. If the payment Schedule as mentioned in the fee structure is not followed strictly either as per Hours or the Time period the course duration period will be affected and the management will have the option to change the fee structure.

ADMISSION FORM FOR CPL/PPL/OTHER COURSES

To be filled neatly in BLOCK LETTERS only

PAYMENT SCHEDULE FOR CPL

INSTALMENT	DUE DATE	AMOUNT
1.	AT THE TIME OF ENROLLMENT	
2.	ON OR BEFORE THE DATE OF JOINING	
3.	ON 10 HOURS OR 4TH MONTH FROM DATE OF JOINING, WHICHEVER IS EARLIER	
4.	ON 30 HOURS OR 7TH MONTH FROM DATE OF JOINING, WHICHEVER IS EARLIER	
5.	ON 75 HOURS OR 10TH MONTH FROM DATE OF JOINING, WHICHEVER IS EARLIER	
6.	ON 120 HOURS OR 12TH MONTH FROM DATE OF JOINING, WHICHEVER IS EARLIER	
FINAL AGREED VALUE		

PAYMENT SCHEDULE FOR PPL

INSTALMENT	DUE DATE	AMOUNT
1.	AT THE TIME OF ENROLLMENT	
2.	ON OR BEFORE COMMENCEMENT OF FLYING	
3.	ON OR BEFORE 15 HOURS OF FLYING	
FINAL AGREED VALUE		

NOTES:

- All payments to be made via RTGS/NEFT or by Demand Draft in favor of "Academy of Carver Aviation Private Limited" payable at Baramati.
- Any escalation to the fuel cost may result to the hike in the respective fees.
- Any breach in the above payment schedule will result the trainee paying the prevailing flying charges,
- Any of the above fees once paid is not refundable or transferable under any circumstances.

ACAPL Authorised Signatory**Signature of the Trainee / Parent / Guardian**

PILOT TRAINING ACADEMY

Academy of Carver Aviation Pvt. Ltd. Baramati, Pune - 413133.

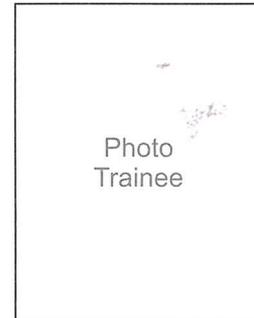


ADMISSION FORM FOR CPL/PPL/OTHER COURSES

To be filled neatly in BLOCK LETTERS only

In witness whereof both the Parties hereto have signed this agreement on the day and year first herein above mentioned.

**ACADEMY OF CARVER AVIATION PVT. LTD.
Through it's Authorised Signatory
PARTY OF THE FIRST PART**



SIGNATURE _____

Mr / Ms. _____

**Self / Parent / Guardian
PARTY OF THE SECOND PART**

To be filled neatly in BLOCK LETTERS only

DECLARATION BY PARENT / GAURDIAN / TRAINEE

I/we declare that the Documents I/we have submitted herewith are genuine and if anything that vitiates the credibility of the same is noticed or proved, I/we undertake to bear all the responsibilities and consequences thereof and that, as a result of such exposure, if I am to face action as decided by the authorities of the institution, I alone and noone else, will be responsible for the same.

I/we further state that I / my ward is healthy and fit, as evident in the accompanying Medical Certificate for undergoing activities at the Institute of theoretical inputs and outdoor co-curricular activities essential for undergoing the Institute's Course.

In case of any grievance or complaints, I/we will discuss the entire issue with the management of ACAPL individually and try to settle the same amicably. I shall not participate in any agitation demonstration or acts prejudicial to the Institute. If found participating in any such acts of agitation or demonstration or mobilizing other parents/person against the Institute via any electronic / social media. I/we are aware that the management of ACAPL shall take a very grave cognizance of the same and I/we shall be responsible for the consequences thereof.

I/we also undertake that I/we shall make remittance of the fees as per the Institute's policy agreed between us. I/we shall be making timely payments as agreed from time to time.

I hereby further undertake that if, in the event of an unforeseen situation compelling me to cancel my / my ward's admission for any reason, I/we hereby state and undertake that the consequences thereof such as forfeiture of fees already paid and striking off from the strength of the class will be on my/our own will and volition and the Institute shall bear no consequential responsibility morally or financially in that connection. I/we also confirm that the fees/advance paid by us shall be forfeited and is non-refundable.

I/we are fully aware that the management of the Institute can take appropriate legal and disciplinary action against me / my ward which might result even in cancellation of my / my ward's admission from the Institute.

I/we hereby state and affirm I shall not hold the Institute liable for any damages, or charges on account of injuries, bodily harm, permanent or temporary incapacitation, death etc. sustained by me / my child / my ward during his/her stay at the Institute towards the arranged flying training and by the virtue of me / my child / my ward being present at the Institute's premises.

I/we hereby agree to all the terms and conditions listed above and will abide by it for the entire duration of the training of myself / my child / ward.

(Signature of the Trainee / Parent/ Guardian)

Date: _____

Place : _____

ADMISSION FORM FOR CPL/PPL/OTHER COURSES

To be filled neatly in BLOCK LETTERS only

Trainee Personal & Communication Details :

First Name : _____

Middle Name : _____

Last Name : _____

Date of Birth : _____

Gender : _____ Nationality : _____

Blood group : _____ Birth Place : _____

Mother Tongue : _____

Present Address : _____

Phone Nos : _____

E-mail : _____

Parent / Guardian Communication Details :

Name : _____

Relation : _____

Phone Nos : _____

E-mail : _____

PILOT TRAINING ACADEMY

Academy of Carver Aviation Pvt. Ltd. Baramati, Pune - 413133.



ADMISSION FORM FOR CPL/PPL/OTHER COURSES

To be filled neatly in BLOCK LETTERS only

FOR OFFICE USE ONLY

Date of Interaction with Admission Cell Head: _____

Date of Registration: _____

Remark if any:

Signature of the Admission Cell Head

COURSE COMMENCEMENT DATE : _____

Note : Course Commencement date as above or the date of submission of all documentations by the Trainee.

ADMISSION APPROVED / REJECTED

Signature of AUTHORISED SIGNATORY

