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This stamp paper forms an integral part and parcel of the concession agreement dated 14.02.2020 entered into between Airports Authority of India and Adani Ahmedabad International Airport Limited for Sardar Vallabhbhai Patel International Airport at Ahmedabad.

Adani Ahmedabad International Airport Ltd

AIRPORTS AUTHORITY OF INDIA

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CONCESSION AGREEMENT

FOR

SARDAR VALLABHBHAI PATEL INTERNATIONAL AIRPORT

BY AND BETWEEN

AIRPORTS AUTHORITY OF INDIA

AND

ADANI AHMEDABAD INTERNATIONAL AIRPORT LIMITED

Dated: February 14, 2020

TABLE OF CONTENTS

ARTICLE 1.	DEFINITIONS AND INTERPRETATION	6
ARTICLE 2.	SCOPE OF THE PROJECT	25
ARTICLE 3.	GRANT OF CONCESSION	26
ARTICLE 4.	CONDITIONS PRECEDENT	27
ARTICLE 5.	OBLIGATIONS OF THE CONCESSIONAIRE	30
ARTICLE 6.	OBLIGATIONS OF THE AUTHORITY	37
ARTICLE 7.	REPRESENTATIONS AND WARRANTIES	43
ARTICLE 8.	DISCLAIMER	46
ARTICLE 9.	PERFORMANCE SECURITY	48
ARTICLE 10.	RIGHT OF WAY	50
ARTICLE 11.	UTILITIES AND TREES	55
ARTICLE 12.	DEVELOPMENT AND EXPANSION OF THE AIRPORT	56
ARTICLE 13.	MONITORING OF CONSTRUCTION	60
ARTICLE 14.	COMPLETION OF PHASE	63
ARTICLE 15.	ENTRY INTO COMMERCIAL SERVICE	66
ARTICLE 16.	TRANSITIONAL ARRANGEMENTS	67
ARTICLE 17.	CHANGE OF SCOPE	69
ARTICLE 18.	OPERATION, MAINTENANCE AND MANAGEMENT	71
ARTICLE 19.	O&M SERVICES	81
ARTICLE 20.	RESERVED SERVICES	87
ARTICLE 21.	MONITORING OF OPERATION AND MAINTENANCE	91
ARTICLE 22.	TRAFFIC REGULATION AND CENSUS	95
ARTICLE 23.	KEY PERFORMANCE INDICATORS	96
ARTICLE 24.	INDEPENDENT ENGINEER	100
ARTICLE 25.	CITY SIDE DEVELOPMENT	102
ARTICLE 26.	FINANCIAL CLOSE	106
ARTICLE 27.	CONCESSION FEE	107
ARTICLE 28.	FEES	110
ARTICLE 29.	ESCROW ACCOUNT	116
ARTICLE 30.	INSURANCE	118
ARTICLE 31.	ACCOUNTS AND AUDIT	120
ARTICLE 32.	FORCE MAJEURE	123
ARTICLE 33.	COMPENSATION FOR BREACH OF AGREEMENT	129
ARTICLE 34.	SUSPENSION OF CONCESSIONAIRE'S RIGHTS	130
ARTICLE 35.	TERMINATION	132
ARTICLE 36.	DIVESTMENT OF RIGHTS AND INTEREST	137
ARTICLE 37.	DEFECTS LIABILITY AFTER TERMINATION	139
ARTICLE 38.	ASSIGNMENT AND CHARGES	141
ARTICLE 39.	CHANGE IN REGULATORY PHILOSOPHY	143
ARTICLE 40.	LIABILITY AND INDEMNITY	144
ARTICLE 41.	DISPUTE RESOLUTION	147
ARTICLE 42.	DISCLOSURE	149
ARTICLE 43.	REDRESSAL OF PUBLIC GRIEVANCES	150
ARTICLE 44.	MISCELLANEOUS	151

Part I

Preliminary

CONCESSION AGREEMENT

This concession agreement (the "**Agreement**") is entered into at New Delhi on the 14th day of February, 2020.

By and between:

1. **Airports Authority of India**, a body corporate constituted by the central government under the Airports Authority of India Act, 1994 and having its corporate office at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi, 110003, India (hereinafter referred to as the "**Authority**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns);

and

2. **Adani Ahmedabad International Airport Limited**, a company incorporated under the provisions of the Companies Act, 2013, having corporate identification number U63030GJ2019PLC110076 and its registered office at Adani House, 56 Shrimali Society, Navrangpura, Ahmedabad, 380009, Gujarat, India (hereinafter referred to as the "**Concessionaire**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes).

As the context may require, the Authority and the Concessionaire will hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

A. The functions and powers of the Authority under the Airports Authority of India Act, 1994 include the development, maintenance and management of airports in India, and in pursuance thereof, the Authority, having constructed the airport at Ahmedabad in the State of Gujarat, is operating it under and in accordance with the Act.

B. The GOI (*as defined below*), has decided to invite bids for undertaking the operations, management and development of certain airports of AAI on a public private partnership basis to bring efficiency in service delivery, expertise, enterprise and professionalism apart from harnessing necessary investments.

C. The Authority, while prescribing technical and commercial terms and conditions for operations, management and development of the Airport (*as defined below*), invited proposals for the Project (*as defined below*) by its Request for Proposal No. 2018_AAI_19451_1 dated December 14, 2018 ("**Request for Proposal**" or "**RFP**").

D. After evaluation of the bids received from the bidders and receipt of the security clearance from the Ministry of Home Affairs, GOI, the Authority accepted the Bid of Adani Enterprises Limited (the "**Selected Bidder**"), and issued its Letter of Award No. AAI/KID/PPP/06 APTS/LOA/Ahmedabad/2019/96 dated July 15, 2019 ("**LOA**") to the Selected Bidder, requiring the Selected Bidder, *inter alia*, to execute this Agreement within the time period prescribed in the RFP, through a special purpose vehicle.

E. The Selected Bidder has since promoted and incorporated such a special purpose vehicle as the Concessionaire under the Companies Act, 2013 in accordance with the terms of the RFP, and has requested the Authority to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder under the LOA, including the obligation to enter into this Agreement for undertaking the operations, management and development of the Airport.

F. By its letter dated January 29, 2020, the Concessionaire, while representing that it has been promoted by the Selected Bidder for the purposes hereof, joined in the request of the Selected Bidder to the Authority to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder including the obligation to enter into this Agreement pursuant to the LOA.

G. The Authority has agreed to the said request of the Selected Bidder and the Concessionaire, and has accordingly agreed to enter into this Agreement with the Concessionaire for operations, management and development of the Airport through PPP, subject to and on the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"**AAI**" or "**Authority**" means the Airports Authority of India, established under the Airports Authority of India Act, 1994 as amended by the Airports Authority of India (Amendment) Act 2003, and will include its successors and assigns;

"**AAICLAS**" means AAI Cargo Logistics and Allied Services Company Limited and includes its successors and permitted assigns;

"**Accepting Employees**" has the meaning as set forth in Clause 6.5.7;

"**Accounting Year**" means the financial year commencing from the 1st (first) day of April of a calendar year and ending on 31st (thirty first) day of March of the next calendar year, provided that, the purposes of the 1st (first) Accounting Year, such period shall commence from the date of the COD and end on immediate following 31st (thirty-first) of March and for the last Accounting Year of the Concession Period, such period shall commence from 1st (first) day of April and shall end on the last day of the Concession Period;

"**ACI**" has the meaning as set forth in Clause 23.7.1;

"**Authority Nominated Auditors**" shall mean the auditors identified in Clause 31.2.3;

"**Adjusted Deemed Initial RAB**" shall have the meaning as set forth in Clause 28.11;

"**AERA**" means the Airports Economic Regulatory Authority of India, established under the AERA Act, and shall include any successor entity in accordance with the Applicable Laws;

"**AERA Act**" means the Airports Economic Regulatory Authority of India Act, 2008, as amended, modified and superseded from time to time;

"**Aeronautical Assets**" means the assets which are necessary or required for the performance of Aeronautical Services at the Airport, and shall include such other assets as the Concessionaire may procure from time to time, in accordance with the provisions of this Agreement, for or in relation to performance of Aeronautical Services, and does not include Non-Aeronautical Assets;

"**Aeronautical Charges**" means the charges approved by Regulator, which charges can be levied, collected and appropriated by the Concessionaire for the provision of Aeronautical Services;

"**Aeronautical Revenues**" means the aggregate revenue requirement determined by the Regulator as per the Regulatory Framework;

"**Aeronautical Services**" has the meaning as set forth in the AERA Act;

"**Affected Party**" has the meaning as set forth in Clause 32.1;

"**Agreement**" or "**Concession Agreement**" shall mean this Agreement, its Recitals, Schedules and any amendments made in accordance with the provisions contained in this Agreement;

"**Airfield Lighting System**" means the lighting systems at the Airport, including those in respect of the Runway, taxiway, apron and approach, required for aircraft operations in accordance with the provisions contained in the relevant ICAO Documents and Annexes;

"**Airport**" means Sardar Vallabhbhai Patel International Airport located at the Site, and includes civil, mechanical and electrical works, the Terminal Building, Cargo Facilities, Runway and all Project Assets necessary for and associated with operation and expansion of the Airport;

"**AODB**" has the meaning as set forth in Clause 21.1;

"**Applicable Laws**" means all laws of GOI and/ or the State Government, DGCA, BCAS, ICAO, including guidelines, circulars, rules, regulations and notifications, judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

"**Applicable Permits**" means all clearances, licenses, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the Project during the subsistence of this Agreement;

"**Approved Valuer**" means valuers recognised as such by the Income Tax Department, and having experience of valuing at least 5 (five) properties exceeding Rs. 100,00,00,000 (Rupees One Hundred Crore) each in value;

"**Award**" has the meaning as set forth in Clause 41.3.3;

"**Architectural Design**" has the meaning as set forth in Clause 12.4.1;

"**ASMU**" has the meaning as set forth in Clause 18.15.4;

"**ASQ**" means Airport Service Quality determined in terms of the user survey undertaken by ACI as set forth in Clause 23.7.1;

"**Associate**" or "**Affiliate**" means, in relation to either Party and/or Selected Bidder, a person who controls, is controlled by, or is under the common control with such Party or Selected Bidder (as used in this definition, the expression "control" means, with respect to a person which is a company, corporation or limited liability partnership, the ownership, directly or indirectly, of more than 50% (fifty percent) of the economic or voting rights of such person, and with respect to a person which is not a company, corporation or limited liability partnership, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

"**ATC**" means the Air Traffic Control;

"**ATC Facility**" means the air traffic services complex at the Airport, which includes the ATC tower, technical block and office accommodation with attached vehicle parking for its personnel, with provision for air-conditioning and continuous supply of electricity and water;

"**Authority Default**" has the meaning as set forth in Clause 35.2.1;

"**Balancing Payment**" shall have the meaning as set forth in Clause 31.4.1;

"**Bank**" means a scheduled bank incorporated in India and having a minimum net worth of Rs. 1,000,00,00,000 (Rupees One Thousand Crore), or any other bank acceptable to Senior Lenders, but does not include any cooperative bank;

"**Bank Rate**" means the rate of interest specified by the Reserve Bank of India, from time to time, in pursuance of Section 49 of the Reserve Bank of India Act, 1934 or any replacement thereof for the time being in effect;

"**BCAS**" means the Bureau of Civil Aviation Security or any substitute or assign thereof;

"**Bid**" means the documents in their entirety comprised in the bid submitted by the Selected Bidder in response to the Request for Proposal in accordance with the provisions thereof;

"**Bid Security**" means the security provided by the Concessionaire to the Authority along with the Bid, in accordance with the Request for Proposal, and which is to remain in force until substituted by the Performance Security;

"**Cargo Facilities**" means the buildings, structures and equipment, docking space, aircraft parking, vehicular parking and land appurtenant thereto, as the case may be, required for handling of incoming and outgoing cargo, including short-term warehousing thereof;

"**Change in Law**" means the occurrence of any of the following after the date of Bid:

(a) the enactment of any new Indian law;

(b) the repeal, modification or re-enactment of any existing Indian law;

(c) the commencement of any Indian law which has not entered into effect until the date of Bid;

(d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of Bid; or

(e) any change in the rates of any of the Taxes that have a direct effect on the Project;

"**Change in Ownership**" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding:

(a) of the Selected Bidder in the total Equity to decline below 51% (fifty one percent), until the expiry of 5 (five) years from the COD, if the Selected Bidder is a single bidder; or

(b) of each of the member(s) of the Selected Bidder whose experience has been evaluated for Technical Capacity and/ or Financial Capacity in the total Equity to decline below 26% (twenty six percent), until the expiry of 5 (five) years from the COD, if the Selected Bidder is a consortium;

"**Change in Regulatory Philosophy**" means change in the Regulatory Framework after the date of Bid;

"**Change of Scope**" has the meaning as set forth in Clause 17.1.1;

"**Change of Scope Order**" has the meaning as set forth in Clause 17.2.3;

"**Change of Scope Notice**" has the meaning as set forth in Clause 17.2.1;

"**Check-in Services**" has the meaning as set forth in Clause 19.10.1;

"**Chicago Convention**" means the Chicago Convention, 1944, as amended and/or supplemented from time to time, references to an "Annex" to the Chicago Convention shall mean such Annex as amended and/or supplemented from time to time;

"**City Side**" shall mean the real estate forming part of the Site and earmarked as City Side in Schedule A;

"**City Side Development**" shall have the meaning as set forth in Clause 3.2

"**CNS/ATM Agreement**" means an agreement between the Authority and the Concessionaire, substantially in the form set forth in Schedule Q;

"**CNS/ATM Equipment**" means all equipment required by the Designated GOI Agency for performing the CNS/ATM Services;

"**CNS/ATM Services**" means communication, navigation and surveillance, and air traffic management services to be provided at the Airport;

"**COD" or "Commercial Operation Date**" has the meaning set forth in Clause 15.1.1;

"**Complaint Register**" has the meaning as set forth in Clause 43.1.1;

"**Complainant**" has the meaning as set forth in Clause 43.1.1;

"**Completion**" has the meaning as set forth in Clause 14.2;

"**Completion Certificate**" has the meaning as set forth in Clause 14.2;

"**Completion Report"** has the meaning as set forth in Clause 14.2;

"**Concession**" has the meaning as set forth in Clause 3.1.1;

"**Concessionaire**" has the meaning attributed thereto in the array of Parties;

"**Concession Period**" means the period starting on and from the COD and ending on the Transfer Date;

"**Concession Year**" means each period of 1 (one) year, commencing from the COD and ending on the expiry of 365 days for all years except the leap year and 366 days for a leap year, provided that such period shall end on the Transfer Date for the last Concession Year;

"**Concessionaire's Default**" has the meaning as set forth in Clause 35.1.1;

"**Conditions Precedent**" has the meaning as set forth in Clause 4.1.1;

"**Construction Works**" means all works and things necessary to complete a Phase in accordance with this Agreement, and includes the Aeronautical Assets, Non-Aeronautical Assets, Project Facilities and any other construction works undertaken at the Airport as part of the Concession Period;

"**Contractor**" means the person or persons, as the case may be, with whom the Concessionaire has entered into any of the EPC Contracts, the O&M Contracts or any other material agreement or contract for operations, management and development of the Airport or matters incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance to the Concessionaire;

"**Contracts**" has the meaning as set forth in Clause 5.6.2;

"**Cost of Works**" means the total of:

(a) capital costs projected to be incurred in relation to the construction, implementation and commissioning of Phase I as determined by the Concessionaire;

(b) the Estimated Deemed Initial RAB;

(c) the amounts reimbursed by the Concessionaire to the Authority pursuant to Clause 6.4.5; and

(d) the Estimated Initial Non-Aeronautical Investments;

"**Covenant**" has the meaning as set forth in Clause 5.2.5;

"**CPI (IW)**" means the Consumer Price Index for Industrial Workers as published by the Labour Bureau, Government of India and shall include any index which substitutes the CPI (IW), and any reference to CPI (IW) shall, unless the context otherwise requires, be construed as a reference to the CPI (IW) published for the period ending with the preceding quarter;

"**Cure Period**" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

(a) commence from the date on which a notice in writing is delivered by one Party to the other Party asking the latter to cure the breach or default as specified in such notice;

(b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement or under the Applicable Laws; and

(c) not in any way be extended by any period of Suspension under this Agreement; provided that if the cure of any breach by the Concessionaire requires any reasonable action by the Concessionaire that must be approved by the Authority hereunder, the applicable Cure Period shall be extended by the period taken by the Authority to accord their approval;

"**Damages**" has the meaning as set forth in Sub-Clause (y) of Clause 1.2.1;

"**Deemed Deputation Period**" has the meaning as set forth in Clause 6.5.1(iii);

"**Deemed Performance Security**" has the meaning set forth in Clause 9.4;

"**Deemed Initial RAB**" shall have the meaning as set forth in Clause 28.11;

"**Defence Forces**" mean the Indian army, navy or air force, and also includes the paramilitary forces, as may be notified by GOI from time to time;

"**Deficit Employees**" has the meaning as set forth in Clause 6.5.10;

"**Deficit Employee Costs**" has the meaning as set forth in Clause 6.5.10;

"**Designated GOI Agency**" means a department or other entity under the control of GOI and assigned statutory functions, such as customs control, immigration control, quarantine, air traffic control, airport security, meteorological, health, etc., in respect of the operation and

management of the Airport;

"**Development Plan**" has the meaning as set forth in Annex II of Schedule A;

"**Development Period**" means the period from the date of COD until the Phase I Completion Date and in respect of the subsequent Phases, such period shall commence from the date so determined by the Concessionaire in consultation with the Independent Engineer and end on the respective date such Phase is completed;

"**DGCA**" means the Directorate General of Civil Aviation or any substitute thereof;

"**Dispute**" has the meaning as set forth in Clause 41.1.1;

"**Dispute Resolution Procedure**" means the procedure for resolution of Disputes as set forth in Clause 41.2;

"**Divestment Requirements**" means the obligations of the Concessionaire for and in respect of Termination as set forth in Clause 36.1;

"**Document**" or "**Documentation**" means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

"**Drawings**" means all of the drawings, calculations and documents pertaining to the Airport, as set forth in Clause 12.3, and shall include 'as built' drawings of the Airport;

"**EPC Contract**" means the engineering, procurement and construction contract or contracts entered into by the Concessionaire with one or more Contractors for, *inter alia*, engineering and construction of the Airport in accordance with the provisions of this Agreement;

"**EPC Contractor**" means the person with whom the Concessionaire has entered into an EPC Contract;

"**Emergency**" means a condition or situation that is likely to endanger the security of life or property on or about the Airport or which poses an immediate threat of material damage to any of the Project Assets, and includes a threat to public order or national security;

"**Encumbrances**" means, in relation to the Airport, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Airport, where applicable herein, but excluding existing utilities referred to in Clause 11.1;

"**Employment Offers**" has the meaning as set forth in Clause 6.5.6;

"**Equity**" means the sum expressed in Indian Rupees representing the paid up equity share capital of the Concessionaire, and for the purposes of this Agreement shall include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Concessionaire;

"**Escrow Account**" means an account which the Concessionaire shall open and maintain with a Bank in which all inflows and outflows of cash on account of capital and revenue receipt and expenditures shall be credited and debited, as the case may be, in accordance with the provisions of this Agreement, and includes the sub-accounts of such Escrow Account;

"**Escrow Agreement**" has the meaning as set forth in Clause 29.1.2;

"**Escrow Bank**" has the meaning as set forth in Clause 29.1.1;

"**Escrow Default**" has the meaning as set forth in Schedule M;

"**Estimated Deemed Initial RAB**" has the meaning as set forth in 28.11.3(b);

"**Exempted Person**" means the persons/ categories of persons notified as exempted from pre-embarkation security check at the civilian airports by the Ministry of Civil Aviation, GOI, from time to time;

"**Existing Contracts**" means the contracts, including leases, listed in Schedule T;

"**Fee**" means the charge levied on and payable by a User for availing any or all of the: (a) Aeronautical Services, as per the rates determined or revised and approved by the Regulator, in accordance with the provisions of Regulatory Framework; and (b) Non-Aeronautical Services;

"**Financial Capacity**" has the meaning as set forth in the RFP;

"**Financial Close**" means the readiness of the Senior Lenders to disburse funds under the Financing Agreements;

"**Financial Default**" has the meaning as set forth in Schedule P;

"**Financing Agreements**" means the agreements executed by the Concessionaire in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Cost of Works, and includes amendments or modifications made in accordance with Clause 5.2.3;

"**Force Majeure**" or "**Force Majeure Event**" has the meaning ascribed to it in Clause 32.1;

"**Force Majeure Costs**" has its meaning as set forth in Clause 32.7.2;

"**GOI**" means the Government of India and all its departments/ministries/agencies;

"**Good Industry Practice**" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Concessionaire in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner and for providing safe, economic, reliable and efficient Aeronautical Services and Non-Aeronautical Services;

"**Government**" means the Government of the State or Union Government of India as applicable;

"**Government Indemnified Persons**" shall have its meaning as set forth in Clause 40.1.1;

"**Government Instrumentality**" means any department, division or sub-division of the Government of India or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including Panchayat under the

Adani Ahmedabad International Airport Ltd

control of the Government of India or the State Government, as the case may be, and having jurisdiction overall or any part of the Airport or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement;

"**Ground Handling Services**" has the meaning as set forth in Clause 19.2;

"**GST**" shall mean the Goods and Services Tax or any other tax that replaces the Goods and Services Tax in future;

"**IATA**" means the International Air Transport Association;

"**IATA Level of Service Optimum**" means the minimum service requirements at various airport subsystems as set out in the 'Optimum' category in the 10th edition of IATA's *Airport Development Reference Manual*, as may be amended, modified or supplemented from time to time, and shall, for the avoidance of doubt, mean any similar level of service framework in the event of IATA discontinuing publication of the *Airport Development Reference Manual*;

"**ICAO**" means the International Civil Aviation Organisation formed by the Chicago Convention and any successor thereof;

"**ICAO Documents and Annexes**" means International Civil Aviation Organisation documents and annexes, as amended and published from time to time;

"**Inception Period**" means the period commencing from the date of this Agreement and expiring upon the occurrence of COD;

"**Indemnified Party**" means the Party entitled to the benefit of an indemnity pursuant to Clause 40.3;

"**Indemnifying Party**" means the Party obligated to indemnify the other Party pursuant to Clause 40.3;

"**Independent Engineer**" has the meaning as set forth in Clause 24.1.1;

"**Indirect Political Event**" has the meaning as set forth in Clause 32.3;

"**Initial Non-Aeronautical Investments**" has the meaning as set forth in Clause 28.12.1;

"**Inspection Report**" shall mean the report made by the Independent Engineer as per Clause 13.2;

"**Insurance Cover**" means the aggregate of the maximum sums insured under the insurances taken out by the Concessionaire, pursuant to Article 30, and includes all insurances required to be taken out by the Concessionaire under Clause 30.2, but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

"**Intellectual Property**" means all patents, trade-marks, service marks, logos, get-up, trade names, internet domain names, patterns, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semi- conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

"**Joint Management Period**" has the meaning as set forth in Clause 6.5.1(ii);

"**Key Managerial Personnel**" means the persons prescribed under sub-section (1) of Section 203 of the Companies Act, 2013;

"**Key Performance Indicators**" has the meaning as set forth in Clause 23.1;

"**Letter of Award**" or "**LOA**" means the letter of award referred to in Recital D;

"**Lenders' Representative**" means the person duly authorised by the Senior Lenders to act for and on behalf of the Senior Lenders with regard to matters arising out of or in relation to this Agreement, and includes its successors, assigns and substitutes;

"**Master Plan**" means the plan for construction of the Airport, as prepared by the Concessionaire, covering Aeronautical Services and Non-Aeronautical Services for the Concession Period, and updated from time to time as per the requirements of the Project;

"**Material Adverse Effect**" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

"**Monthly Concession Fee**" shall have the meaning set out in Clause 27.1.1;

"**Monthly Statement**" means a statement to be furnished to the Authority, within 7 (seven) days of completion of each month by the Concessionaire as per Clause 28.9;

"**Nominated Company**" means a company selected by the Lenders' Representative and proposed to the Authority for substituting the Concessionaire in accordance with the provisions of the Substitution Agreement;

"**Non-Aeronautical Assets**" means those assets, which are necessary or required for the performance of Non-Aeronautical Services at the Airport and shall include such other assets as the Concessionaire may procure from time to time, in accordance with the provisions of this Agreement, for or in relation to performance of Non-Aeronautical Services, and does not include Aeronautical Assets;

"**Non-Aeronautical Services**" means the services, other than the Aeronautical Services;

"**Non-Political Event**" has the meaning as set forth in Clause 32.2;

"**O&M**" means the operations, management and maintenance of the Airport and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities, and collection of Fee in accordance with the provisions of this Agreement;

"**O&M Contracts**" means the operations, management and maintenance contracts that may be entered into between the Concessionaire and the O&M Contractors for performance of all or any of the O&M obligations;

"**O&M Contractor**" means the persons, if any, with whom the Concessionaire has entered into O&M Contracts for discharging O&M obligations for and on behalf of the Concessionaire;

"**O&M Expenses**" means expenses incurred by or on behalf of the Concessionaire or by the Authority, as the case may be, for all O&M including (a) cost of salaries and other compensation to employees, (b) cost of materials, supplies, utilities and other services, (c) premia for insurance, (d) all Taxes, and fees due and payable for O&M, (e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs, (f) payments required to be

made under the O&M Contracts, Fee collection contract or any other contract in connection with or incidental to O&M, and (g) all other expenditure required to be incurred for O&M of the Airport under Applicable Laws, Applicable Permits or this Agreement;

"**O&M Inspection Report**" has the meaning as set forth in Clause 21.5;

"**Panel of Chartered Accountants**" has the meaning as set forth in Clause 31.2.1;

"**Parking**" has the meaning as set forth in Clause 19.12;

"**Parties**" means the parties to this Agreement collectively and "**Party**" shall mean any of the parties to this Agreement individually;

"**Passenger Traffic**" means the total number of passengers, including embarking and disembarking passengers, who use the Airport;

"**Peak Hour**" means the hour determined on the basis of that hour in the preceding Accounting Year in which the Passenger Traffic was the 30th (thirtieth) busiest hour during such Accounting Year;

"**Peak Period**" means those 4 (four) hours during a day when the Passenger Traffic is the highest; and the remaining hours of the day shall be deemed to be "**Off Peak Period**";

"**Peak Hour Traffic**" means the Passenger Traffic during the Peak Hour on each day;

"**Performance Security**" has the meaning as set forth in Clause 9.1.1;

"**Performance Guarantee**" shall have its meaning as set forth in Clause 37.2.3;

"**Phase**" means the Construction Works periodically undertaken by the Concessionaire for the purpose of expanding the capacity of the Airport as per the Master Plan in order to ensure compliance with the terms of this Agreement in general, and the Key Performance Indicators, in particular;

"**Phase I**" means all the Construction Works proposed to be undertaken by the Concessionaire pursuant to Clause 4.1.3(h), as per the Master Plan, and shall, for the avoidance of doubt, includes the works-in-progress handed over to the Concessionaire by the Authority pursuant to Clause 6.4.5;

"**Phase I Completion Date**" means the date on which the Completion Certificate or the provisional certificate, as the case may be, is issued under the provisions of Article 14;

"**Phase Completion Schedule**" means the progressive Phase Milestones for Completion of the respective Phase on or before the Scheduled Completion Date for such Phase;

"**Phase Milestone**" means the progressive milestones as defined in Clause 12.5.2 and Schedule F;

"**Police**" means a law enforcement agency and includes the state police, or any other organization empowered under Applicable Laws to exercise powers and discharge functions relating to security, crime prevention or maintenance of law and order;

"**Police Aid Post**" has the meaning as set forth in Clause 20.4;

"**Political Event**" has the meaning as set forth in Clause 32.4;

"**Promoter SPV**" has the meaning as set forth in Clause 5.3.3;

"**Selected Bidder**" has the meaning as set forth in Recital D, and in case of a consortium being a Selected Bidder, it shall include, all members of such consortium;

"**Preservation Costs**" has the meaning as set forth in Clause 13.5.3;

"**Project**" means the operations, management and development of the Airport in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project;

"**Project Agreements**" means this Agreement, Financing Agreements, EPC Contract, O&M Contracts, CNS-ATM Agreement, Memorandum of Understanding with GOI, airport operator's agreement, and sub-lease or sub-license and any other material agreements or contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the Project and have a contract worth of more than Rs. 25,00,00,000/- (Rupees Twenty Five Crore) annually or cumulatively, but does not include the Escrow Agreement, and the Substitution Agreement;

"**Project Assets**" means all physical and other assets relating to or forming part of the Site including:

(a) rights over the Site in the form of lease, Right of Way or otherwise;

(b) the Aeronautical Assets and the Non-Aeronautical Assets;

(c) tangible assets such as civil works and equipment including foundations, drainage works, electrical systems, communication systems and administrative offices;

(d) Project Facilities situated on the Site;

(e) buildings and immovable fixtures or structures forming part of City Side Development;

(f) all rights of the Concessionaire under the Project Agreements;

(g) financial assets, such as receivables, security deposits, all negotiable instruments etc.;

(h) insurance proceeds; and

(i) Applicable Permits and authorisations relating to or in respect of the Airport;

"**Project Facilities**" means all the amenities and facilities situated on the Site, as described in Schedule B;

"**Protected Documents**" means the documents, instruments and information, which are exempted under the provisions of Section 8 of the Right to Information Act, 2005, or any other substituted, amended and modified provision from time to time;

"**Provisional Completion**" has the meaning as set forth in Clause 14.3.1;

"**Punch List**" has the meaning ascribed to it in Clause 14.3.1;

"**Re.**", "**Rs.**", "**Rupees**", "**INR**" or "**Indian Rupees**" means the lawful currency of the Republic of India;

"**Regulator**" means AERA or any other entity as may be designated by GoI for determination of Aeronautical Charges for the Airport as per Applicable Laws, as the case may be;

"**Regulatory Framework**" means the framework adopted by the Regulator as per the Applicable Laws, including the AERA Act and Airports Economic Regulatory Authority (Terms and Conditions for Determination of Tariff for Airport Operators) Guidelines, 2011;

"**Request for Proposal**" or "**RFP**" has the meaning as set forth in Recital C;

"**Reserved Area**" shall mean the space and area reserved for the Authority and the Designated GOI Agencies in accordance with the provisions of Clause 19.8 and Clause 20.7;

"**Reserved Parking**" has the meaning as set forth in Clause 19.12.4;

"**Reserved Services**" has the meaning as set forth in Clause 20.1.1;

"**Right of Way**" means the constructive possession of the Site, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for the operations, management and development of the Airport;

"**Rules**" means Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi, as amended or modified from time to time;

"**Runway**" means the strip of land at the Airport, on which aircrafts will take off and land and may be a man-made surface, including by use of asphalt, concrete or a mixture of both;

"**Safety Requirements**" has the meaning as set forth in Clause 18.15;

"**Scheduled Completion Date**" has the meaning as set forth in Clause 12.5.1 for Phase I, and in respect of the other Phases, shall be determined by the Concessionaire in consultation with the Independent Engineer for such Phase prior to the commencement of the Construction Works;

"**Scope of the Project**" has the meaning as set forth in Clause 2.1;

"**Select Employees**" has the meaning as set forth in Clause 6.5.1(i);

"**Select Employee Costs**" has the meaning as set forth in Clause 6.5.5;

"**Senior Lenders**" means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Concessionaire under any of the Financing Agreements and who hold *pari passu* charge on the assets, rights, title and interests of the Concessionaire, as per the terms thereof;

"**Service Quality Requirements**" has the meaning as set forth in Annex I of Schedule H;

"**Site**" shall have the meaning as set forth in Clause 10.1;

"**Specifications and Standards**" means the specifications and standards relating to the quality, quantity, capacity and other requirements/parameters for the Airport, as set forth in Schedule C, and any modifications thereof, or additions thereto;

"**State**" means the state in which the registered office of the Authority is situated;

"**State Government**" means the Government of Gujarat;

"**Statutory Auditors**" means a reputable firm of chartered accountants acting as the statutory auditors of the Concessionaire under the provisions of the Companies Act, 2013 including any re-enactment or amendment thereof, for the time being in force, and appointed in accordance with Clause 31.2.1 and as per Section 139 of the Companies Act, 2013;

"**Subordinated Debt**" means the aggregate of the following sums expressed in Indian Rupees or in the currency of debt, as the case may be, outstanding as on the Transfer Date:

(a) the principal amount of debt provided by lenders or the Concessionaire's shareholders for meeting the project cost and subordinated to the financial assistance provided by the Senior Lenders; and

(b) all accrued interest on the debt referred to in Sub-Clause (a) above but restricted to the lesser of actual interest rate and a rate equal to 5% (five percent) above the Bank Rate in case of loans expressed in Indian Rupees and lesser of the actual interest rate and 6 (six) month LIBOR (London Inter-Bank Offer Rate) plus 2% (two percent) in case of loans expressed in foreign currency, but does not include any interest that had fallen due 1 (one) year prior to the Transfer Date;

provided that if all or any part of the Subordinated Debt is convertible into Equity at the option of the lenders and/or the Concessionaire's shareholders, it shall for the purposes of this Agreement be deemed to be Subordinated Debt even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken;

"**Substitution Agreement**" has the meaning as set forth in Clause 38.3.1;

"**Suspension**" has the meaning as set forth in Article 34;

"**Taxes**" means any Indian taxes including excise duties, customs duties, GST, value added tax, service tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Airport charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. Taxes shall not include taxes on corporate income;

"**Technical Capacity**" has the meaning as set forth in the RFP;

"**Terminal Building**" means the stand-alone and/ or integrated passenger terminal building with separately identified area for domestic passengers and international passengers on the Site and the land appurtenant thereto, including the kerbside and approach roads and including the existing terminal building, as described and demarcated in the perspective plan set out at Annex II of Schedule A, and/ or the Master Plan, as the case may be;

"**Termination**" means the expiry or termination of this Agreement and the Concession hereunder;

"**Termination Notice**" means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

"**Termination Payment**" means an amount equal to the sum of the amounts determined pursuant to sub-clause (a) below, and the lower of the amounts determined pursuant to sub-

Ahmedabad International Airport Ltd * Adani

clause (b) and sub-clause (c) below.

(a) The sum of the following amounts as on the Transfer Date:

(i) Amount of Deemed Initial RAB, if any, as included by the Regulator in and for its latest determination of Aeronautical Charges, depreciated as per the rates considered/ stipulated by the Regulator; and

(ii) Value of investment by the Concessionaire in any Aeronautical Assets on and from the COD (and not being part of the Deemed Initial RAB), as included by the Regulator in and for its latest determination of Aeronautical Charges, and depreciated as per the rates considered/ stipulated by the Regulator.

(b) The sum of the following amounts as on the Transfer Date as certified by the Independent Engineer:

(i) Value of any additional Aeronautical Assets constructed, acquired or installed by the Concessionaire and not included by the Regulator in and for its latest determination of Aeronautical Charges (but excluding any Aeronautical Assets that have been included by the Regulator as in such determination), depreciated as per the rates considered/ stipulated by the Regulator;

(ii) Value of Initial Non-Aeronautical Investments, depreciated at the rates used in the books of the Concessionaire;

(iii) Value of the investment by the Concessionaire in Non-Aeronautical Assets (excluding assets forming part of City Side Development and the Initial Non-Aeronautical Investments) on and from the COD, depreciated at the rates used in the books of the Concessionaire;

(iv) Value of the investment by the Concessionaire in all Project Assets forming part of the City Side Development on and from the COD, depreciated at the rates used in the books of the Concessionaire; and

(v) Actual costs incurred by the Concessionaire in the works-in-progress handed over to the Authority by the Concessionaire as on the Transfer Date (to the extent the same have not been included by the Regulator as part of Aeronautical Assets in and for its latest determination of Aeronautical Charges).

(c) Sum of the values of the assets and/ or costs incurred, as the case may be, set out in sub-clause (b) above, as determined by an Approved Valuer, who shall be selected and appointed by the Authority within 15 (fifteen) days of the Transfer Date, and who shall submit its determination within 30 (thirty) days of appointment thereto;

"**Tests**" means the tests as set forth in Schedule G to determine the Completion in accordance with the provisions of this Agreement, the relevant ICAO Documents and Annexes and the applicable guidelines prescribed by the DGCA and shall, *mutatis mutandis*, include similar Tests to determine Completion of the expansion of the Airport in accordance with the provisions of this Agreement and the Master Plan;

"**Transfer Date**" means the date on which this Agreement and the Concession hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice;

"**Unforeseen Event**" has the meaning as set forth in Clause 32.12.1;

"**User**" means a person including any airline, passenger, visitor or other person, who uses or intends to use the Airport or any part thereof, including any or all Aeronautical Services or Non-Aeronautical Services, on payment of Fees or in accordance with the provisions of this Agreement and Applicable Laws;

"**User Charter**" has the meaning as set forth in Clause 23.10;

"**User Satisfaction Survey**" has the meaning as set forth in Clause 23.7.3;

"**Vesting Certificate**" has the meaning as set forth in Clause 36.4; and

"**WPI**" means the Wholesale Price Index for all commodities as published by the Ministry of Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the WPI published for the period ending with the preceding month.

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

(a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;

(b) references to the Applicable Laws, shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India as from time to time may be amended, modified, supplemented, extended or re-enacted;

(c) references to a "**person**" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;

(d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

(e) the words "**include**" and "**including**" are to be construed without limitation and shall be deemed to be followed by "**without limitation**" or "**but not limited to**" whether or not they are followed by such phrases;

(f) references to "**construction**" or "**building**" include, unless the context otherwise requires, investigation, design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning, expansion and other activities incidental to the construction, and "**construct**" or "**build**" shall be construed accordingly;

(g) references to "**development**" include, unless the context otherwise requires, construction, expansion, renovation, refurbishing, augmentation, upgradation and other activities incidental thereto, and "**develop**" shall be construed accordingly;

(h) any reference to any period of time shall mean a reference to that according to Indian

Adani Ahmedabad International Airport Ltd

Standard Time;

(i) any reference to "**hour**" shall mean a period of 60 (sixty) minutes commencing either on the hour or on the half hour of the clock, which by way of illustration means 5.00 (five), 6.00 (six), 7.00 (seven) and so on being hours on the hour of the clock and 5.30 (five thirty), 6.30 (six thirty), 7.30 (seven thirty) and so on being hours on the half hour of the clock;

(j) any reference to day shall mean a reference to a calendar day;

(k) reference to a "**business day**" shall be construed as a reference to a day (other than a Sunday) on which banks in the State are generally open for business;

(l) any reference to month or quarter shall mean a reference to a calendar month or calendar quarter as per the Gregorian calendar;

(m) references to any date, period or Phase Milestone shall mean and include such date, period or Phase Milestone as may be extended pursuant to this Agreement;

(n) any reference to any period commencing "**from**" a specified day or date and "**till**" or "**until**" a specified day or date shall include both such days or dates, provided that, if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

(o) the words importing singular shall include plural and vice versa;

(p) references to any gender shall include the other and the neutral gender;

(q) "**Lakh**" means a hundred thousand (100,000) and "**Crore**" means ten million (10,000,000);

(r) "**indebtedness**" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

(s) references to the "**winding-up**", "**dissolution**", "**insolvency**", or "**reorganisation**" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;

(t) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, lease, license or document of any description shall be construed as reference to that agreement, deed, instrument, lease, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference, provided that this Sub-Clause (t) shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;

(u) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party, in this behalf and not otherwise;

(v) the Schedules and Recitals to this Agreement form an integral part of this Agreement

and will be in full force and effect as though they were expressly set out in the body of this Agreement;

(w) references to Recitals, Articles, Clauses, Sub-Clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-Clauses, Provisos and Schedules of or to this Agreement;

(x) reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs; and reference to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appears;

(y) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on *per diem* basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty ("**Damages**");

(z) the words '*hereof*', '*herein*', '*hereto*' and '*hereunder*' and words of similar import, when used in this Agreement or any other Project Agreements, shall refer to this Agreement or such other Project Agreement, as the case may be, as a whole and not to any particular provision of this Agreement or such other Project Agreement, as the case may be;

(aa) unless otherwise specified herein, all accounting terms used herein will be interpreted, and all financial statements and certificates and reports as to financial matters required to be furnished hereunder will be prepared, in accordance with generally accepted accounting principles in India, and all technical terms and statements will be interpreted and applied in accordance with the Good Industry Practices;

(bb) no specific provision, representation or warranty will limit the applicability of a more general provision, representation or warranty, and it is the intent of the Parties that, each representation, warranty, covenant, condition and agreement contained in this Agreement, will be given full, separate, and independent effect and that such provisions are cumulative; and

(cc) time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Concessionaire to the Authority shall be provided free of cost and in 3 (three) physical copies and an electronic copy, and if the Authority is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4 Subject to the rules of interpretation contained in Clause 1.2, any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.

1.3 Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4 Priority of agreements, clauses and schedules

1.4.1 This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

(a) this Agreement; and

(b) all other agreements and documents forming part hereof or referred to herein, i.e. the Agreement at (a) above shall prevail over agreements and documents at (b).

1.4.2 Subject to the provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

(a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;

(b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;

(c) between any two Schedules, the Schedule relevant to the issue shall prevail;

(d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;

(e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and

(f) between any value written in numerals and that in words, the latter shall prevail.

Part II

The Concession

ARTICLE 2. SCOPE OF THE PROJECT

2.1 Scope of the Project

The scope of the Project ("**Scope of the Project**") shall mean and include, during the Concession Period, the operations, management and development of the Airport covering:

(a) design, development, financing, construction, upgradation and expansion of the Airport in a phased manner, on the Site and as per the requirements broadly set forth in Schedule A and Schedule B together with provision of respective Project Facilities as specified in Schedule B, and in conformity with the Specifications and Standards set forth in Schedule C, and in accordance with the Applicable Laws and Applicable Permits;

(b) operations, maintenance and management of the Airport in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits;

(c) development, operation and maintenance of City Side, in accordance with the provisions of this Agreement, and, in particular, Schedule A, Schedule B and Schedule C; and

(d) performance and fulfilment of all other obligations of the Concessionaire and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement, in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits.

ARTICLE 3. GRANT OF CONCESSION

3.1 The Concession

3.1.1 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, the Authority hereby grants to the Concessionaire, the concession set forth herein including the exclusive right, lease and authority to operate, manage and develop the Airport ("**Concession**") for a period of 50 (fifty) years commencing from the COD, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

3.1.2 Subject to and in accordance with the provisions of this Agreement, the Authority, Applicable Laws and the Applicable Permits, the Concession hereby granted shall oblige or entitle (as the case may be) the Concessionaire to:

(a) the Right of Way, access and lease to the Site for the purpose of and to the extent conferred by the provisions of this Agreement;

(b) finance the development and expansion of the Airport;

(c) operate, maintain and manage the Airport and regulate the use thereof by third parties;

(d) demand, collect and appropriate Fee from Users liable for payment of Fee for using the Airport or any part thereof and refuse entry of any such User if the Fee due is not paid;

(e) perform and fulfil all of the Concessionaire's obligations under and in accordance with this Agreement;

(f) save as otherwise expressly provided in this Agreement, bear and pay all costs, expenses, Taxes and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement; and

(g) neither assign, transfer or create any lien or encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the Airport nor transfer, or part possession thereof, save and except as expressly permitted by this Agreement or the Substitution Agreement.

3.2 City Side Development

Subject to and in accordance with the provisions of this Agreement and Applicable Laws, the Concession hereby granted shall, without prejudice to the provisions of Clause 3.1.2, entitle the Concessionaire to undertake development, finance, operation and maintenance of real estate at the Site specified in Schedule A, in accordance with Schedule B and Schedule C, and to use such development for commercial purposes in accordance with the provisions of Article 25 ("**City Side Development**") with the right to sub-lease and/ or sub-license any or all parts thereof by way of Project Agreements.

It is clarified that end-use of the City Side shall be in accordance with Applicable Laws as in force on the date of execution of this Agreement, and the Concessionaire shall be entitled to any additional end-use permitted pursuant to any subsequent restatement, amendment or re-enactment thereof only upon the prior written approval of GOI.

ARTICLE 4. CONDITIONS PRECEDENT

4.1 Conditions Precedent

4.1.1 Save and except as expressly provided in Article 4, Article 5, Article 6, Article 7, Article 8, Article 9, Article 10, Article 12, Article 15, Article 16, Article 24, Article 26, Article 27, Article 32, Article 35, Article 41 and Article 44, or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 (**"Conditions Precedent"**). Provided, however, that a Party may grant waiver from satisfaction of any Condition Precedent by the other Party in accordance with the provisions of Clause 4.1.2 or Clause 4.1.3, as the case may be, and to the extent of such waiver, that Condition Precedent shall be deemed to be fulfilled for the purposes of this Clause 4.1.1.

4.1.2 The Concessionaire may, upon providing the Performance Security to the Authority in accordance with Article 9, by notice require the Authority to satisfy any or all of the Conditions Precedent set forth in this Clause 4.1.2 within the period prescribed in such notice and such period shall not be less than the period available for the Concessionaire to achieve the COD, and the Conditions Precedent required to be satisfied by the Authority shall be deemed to have been fulfilled when the Authority shall have:

(a) procured for the Concessionaire, the Right of Way to the Site in accordance with the provisions of Clause 10.3;

(b) novated Existing Contracts in favour of the Concessionaire, to the extent such novation does not contravene the provisions of the respective contracts;

(c) granted to the Concessionaire, by means of a power of attorney, the authority to act for and behalf of the Authority as its agent in respect of such of the Existing Contracts which cannot be novated in favour of the Concessionaire for any reason.

(d) caused the execution of the relevant following agreements (subject to Concessionaire being in compliance with its corresponding obligations):

(i) Escrow Agreement in the form provided in Schedule M;

(ii) Memorandum of Understanding in the form provided in Schedule R; and

(iii) CNS-ATM Agreement in the form provided in Schedule Q,

by itself, or by the relevant entity, as the case may be, upon receiving its duly executed copy from the Concessionaire and compliance of all the terms thereunder respectively, which may be necessary for the execution thereof.

4.1.3 Except as may have been specifically otherwise provided in this Agreement, the Conditions Precedent required to be satisfied by the Concessionaire within a period of 180 (one hundred and eighty) days from the date of this Agreement shall be deemed to have been fulfilled, when the Concessionaire shall, subject to the satisfaction of the Authority, have:

(a) provided Performance Security to the Authority in accordance with Clause 9.1;

(b) procured all the Applicable Permits as may be required for the commencement of the Project unconditionally, or if subject to conditions, then all such conditions required to be fulfilled by the date specified therein shall have been satisfied in full, and such Applicable Permits are in full force and effect;

(c) executed and procured execution of the Escrow Agreement in the form provided in Schedule M and the same shall have become effective in accordance with the terms thereof;

(d) executed and procured the execution of the CNS-ATM Agreement in the form provided in Schedule Q and the same shall have become effective in accordance with the terms thereof;

(e) maintained shareholding of the Concessionaire in accordance with the requirements of the RFP and this Agreement;

(f) delivered to the Authority from the Selected Bidder, confirmation of the correctness of the representations and warranties, set forth in Sub-Clauses (c), (f), (g), (j), (k), (l), (o) and (p) of Clause 7.1 of this Agreement;

(g) delivered to the Authority a legal opinion from the legal counsel of the Concessionaire with respect to the authority of the Concessionaire to enter into this Agreement and the enforceability of the provisions hereof;

(h) delivered to the Authority:

(a) a list of the Construction Works it proposes to undertake in the first 7 (seven) Concession Years, having due regard to the works:

a. currently being implemented by the Authority; and

b. proposed to be implemented by the Authority as on the date of signing the Agreement (and as set forth in Schedule U),

(b) the scheduled date for completion of such Construction Works;

(i) executed and procured execution of the Memorandum of Understanding in the form provided in Schedule R and the same shall have become effective in accordance with the terms thereof.

Provided that upon request in writing by the Concessionaire, the Authority may, in its discretion, waive any of the Conditions Precedent set forth in this Clause 4.1.3 for the purposes of the achievement of the COD. The Authority may, in its sole discretion, grant any waiver hereunder with such conditions as it may deem fit.

4.1.4 Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.

4.1.5 The Parties shall notify each other in writing at least once a month on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.

4.2 Damages for delay by the Concessionaire

In the event that (a) the Concessionaire does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause, and (b) the delay has not occurred as a result of failure to fulfil the obligations by the Authority

Adani Ahmedabad International Airport Ltd

under Clause 4.1.2 or other breach of this Agreement by the Authority or due to Force Majeure, the Concessionaire shall pay to the Authority, Damages in an amount calculated at the rate of 0.3% (zero point three percent) of the Performance Security for each day of delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to 20% (twenty percent) of the Performance Security, and upon reaching such maximum, the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement. Provided that in the event of delay by the Authority in procuring fulfilment of the Conditions Precedent specified in Clause 4.1.2, having a direct impact on the fulfilment of any the Conditions Precedent to be fulfilled by the Concessionaire under Clause 4.1.3, no Damages shall be due or payable by the Concessionaire under this Clause 4.2 until the date on which the Authority shall have procured fulfilment of the Conditions Precedent specified in Clause 4.1.2. The payment of Damages pursuant to this Clause 4.2 is independent of the Concessionaire's obligations under any other provision of this Agreement. The Damages payable hereunder shall be the sole remedy available to the Authority for delay by the Concessionaire.

4.3 Deemed Termination upon delay

4.3.1 Without prejudice to the provisions of Clause 4.2, and subject to the provisions of Clause 9.1 and Clause 9.2, the Parties expressly agree that in the event the Conditions Precedent are not fulfilled, for any reason whatsoever, before the expiry of 270 (two hundred and seventy) days from the date of execution of this Agreement or any extended period, as per the terms of this Agreement or may be otherwise agreed between the Parties, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in fulfillment of the Conditions Precedent is for reasons attributable to the Concessionaire, then, notwithstanding the provisions of Clause 4.2 above, the Performance Security of the Concessionaire shall be encashed and appropriated by the Authority as Damages thereof.

4.3.2 Upon such termination: each of the Selected Bidder and the Concessionaire shall discharge all liabilities, if any created, in any form whatsoever, within 7 (seven) days of such termination.

4.4 Damages for delay by the Authority

In the event that (i) the Authority does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure, the Authority shall pay to the Concessionaire Damages in an amount calculated at the rate of 0.1 % (zero point one percent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security.

ARTICLE 5. OBLIGATIONS OF THE CONCESSIONAIRE

5.1 Obligations of the Concessionaire

5.1.1 Subject to and on the terms and conditions of this Agreement, the Concessionaire shall, at its own cost and expense, procure finance for and undertake the operations, management and development of the Airport, in accordance with the provisions of the Applicable Permits, Applicable Laws, this Agreement and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.

5.1.2 The Concessionaire shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.

5.1.3 The Concessionaire shall, at all times during the subsistence of this Agreement, comply with all the conditions stipulated in the Applicable Permits, necessary for the operations, management and development.

5.1.4 Save and except as otherwise provided in this Agreement or Applicable Laws, as the case may be, the Concessionaire shall, in discharge of all its obligations under this Agreement, conform with and adhere to Good Industry Practice at all times.

5.1.5 The Concessionaire shall, from time to time, undertake expansion or augmentation of the Aeronautical Assets and Non-Aeronautical Assets in accordance with the provisions of this Agreement and Good Industry Practice.

5.1.6 Save and except as expressly provided in this Agreement, the Concessionaire shall, at all times during the subsistence of this Agreement, pay all Taxes and all other statutory charges, dues, assessments or outgoings payable in respect of the Airport, any Aeronautical Services, Non-Aeronautical Services and other services, or in respect of the materials stored therein, which may be levied by any Government Instrumentality.

5.1.7 The Concessionaire shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

(a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits, and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws;

(b) procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes, know-how and systems used or incorporated into the Airport;

(c) perform and fulfil its obligations under the Financing Agreements;

(d) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;

(e) ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Concessionaire's obligations under this Agreement;

(f) always act in a manner consistent with the provisions of this Agreement and not cause or fail to do any act, deed or thing, whether intentionally or otherwise, which may in

any manner be violative of any of the provisions of this Agreement;

(g) procure that all facilities and amenities within the Airport are operated and maintained in accordance with this Agreement and Good Industry Practice and ensure that the Users have non-discriminatory access for use of the same in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits;

(h) ensure that Users are treated with due courtesy and consideration and provided with ready access to services and information;

(i) provide, or cause to be provided, Aeronautical Services and Non-Aeronautical Services at the Airport in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits;

(j) provide all support and assistance to the Authority or the Designated GOI Agency, as the case may be, for provision and operation of Reserved Services at the Airport;

(k) subject to Clause 18.12.1, procure the supply of electricity, telecommunications services, water and other such utilities to the Airport at levels that are not less than as on the date of this Agreement, including procuring standby arrangements for supply of such utilities necessary for maintenance of Aeronautical Services and Non-Aeronautical Services in the event of outages or failure of supply, and also arranging for the availability of such utilities for the Users of the Airport and various Aeronautical Services and Non-Aeronautical Services in accordance with Applicable Laws:

Provided that this obligation shall only commence from the date which is 6 (six) months from the COD, until which date the supply of such utilities shall continue under the existing arrangements entered into by the Authority. It is clarified that the Concessionaire shall be liable to make all payments in respect of the supply of such utilities during the aforementioned 6 (six) month period, subject to the condition that the relevant invoices shall be furnished by the Authority to the Concessionaire no later than 7 (seven) days from the receipt of such invoices by the Authority;

(l) support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits;

(m) transfer the Project Assets to the Authority upon Termination of this Agreement, in accordance with the provisions thereof; and

(n) operate, maintain, and refurbish (if necessary) the existing Airport assets including but not limited to the Terminal Building, Runway, cargo terminal, car park, apron, taxiway and other Airport assets as provided in Annex I of Schedule A.

5.2 Obligations relating to Project Agreements

5.2.1 The Concessionaire shall, at all times during the term of this Agreement, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreements, and no default under any Project Agreement or any other agreements shall excuse the Concessionaire from its obligations or liability hereunder or impose any additional obligations or liability on the part of the Authority.

5.2.2 Except the Project Agreements which are annexed as Schedule to this Agreement, the Authority shall, from time to time, have the right, but not the obligation, to access the drafts of all Project Agreements, or any amendments or replacements thereto. The Authority also reserves the right

to seek and obtain true copies of all agreements, contracts, sub-lease, sub-license and any other material agreements or contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the Project even if the consideration of the contract less than Rs. 25,00,00,000/- (Rupees Twenty Five Crore) annually.

5.2.3 The Concessionaire shall not make any addition, replacement or amendments to any of the Financing Agreements without the prior written intimation to the Authority.

5.2.4 Except as otherwise contained in this Agreement for the purposes of the operations, management and development of the Airport, including Aeronautical Services and the Non-Aeronautical Services, the Concessionaire shall not assign or in any manner create an Encumbrance on any Project Asset. It is clarified that this Clause shall not apply to City Side Development, which shall be governed by Clause 25.6.

5.2.5 The Concessionaire shall procure that, except the Project Agreements in which the Authority or any Government Instrumentality is a party, each of the Project Agreements contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Concessionaire in the event of Termination or Suspension ("**Covenant**"). It is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality. The Concessionaire expressly agrees to include the Covenant in all such Project Agreements and undertakes that it shall, in respect of each of such Project Agreements, procure and deliver to the Authority an acknowledgment and undertaking, in a form acceptable to the Authority, from the counter party(s) of each of such Project Agreements, where under such counter party(s) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the Authority in the event of Termination or Suspension.

It is clarified that the Covenant shall not form part of all agreements, contracts, sub-lease, sub-license and any other material agreements or contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the City Side Development, which contracts shall be subject to Clause 25.7.

5.2.6 Security deposits furnished under the Project Agreements shall be for amounts not exceeding the aggregate of rentals and other revenue streams to the Concessionaire under respective Project Agreements, over any period of 3 (three) Accounting Years.

It is clarified that this restriction shall apply to all agreements, contracts, sub-lease, sub-license and any other material agreements or contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the Project even if the consideration of the contract is less than Rs. 25,00,00,000/- (Rupees Twenty Five Crore) annually.

5.2.7 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that selection or replacement of any or all EPC Contractors or O&M Contractors and execution of all EPC Contracts or O&M Contracts shall be subject to the prior approval of the Authority from the public interest perspective and the Designated GOI Agency from national security perspective. The decision of the Authority and the Designated GOI Agency in this behalf shall be final, conclusive and binding on the Concessionaire, and the Concessionaire undertakes that it shall not give effect to any such selection or contract without having such prior approval. It is expressly agreed that approval of the Designated GOI Agency or the Authority hereunder shall be limited to national security and public interest perspective respectively only. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise, of such approval and that such approval or denial thereof shall not in any

manner absolve the Concessionaire or its EPC Contractors or O&M Contractors from any liability or obligation under this Agreement.

5.3 Obligations relating to Change in Ownership

5.3.1 The Concessionaire shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority.

5.3.2 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that:

(a) all acquisitions of Equity by an acquirer, either by itself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of 15% (fifteen percent) or more of the total Equity of the Concessionaire; or

(b) acquisition of any control directly or indirectly of the Board of Directors of the Concessionaire by any person either by itself or together with any person or persons acting in concert with it,

shall constitute a change in ownership requiring prior approval of the Authority from public interest perspective and Designated GOI Agency from national security perspective only. The decision of the Authority and the Designated GOI Agency in this behalf, shall be final, conclusive and binding on the Concessionaire, and the Concessionaire undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Concessionaire without such prior approval of the Authority. Approval of the Designated GOI Agency and the Authority hereunder shall be limited to national security and public interest perspective respectively only, and the Authority shall endeavour to convey its decision thereon expeditiously. The Authority shall not be liable in any manner on account of grant, delay or otherwise of such approval and that such approval, delay, denial or otherwise thereof shall not in any manner absolve, the Concessionaire from any liability or obligation under this Agreement.

For the purposes of this Clause 5.3.2:

(i) the expression "acquirer", "control" and "person acting in concert" has the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity, or the control of the Board of Directors, as the case may be, of the Concessionaire;

(ii) the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Concessionaire; and

(iii) power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situated in India or abroad) the Equity of the Concessionaire, not less than half of the directors on the Board of Directors of the Concessionaire or of any company, directly or indirectly whether situate in India or abroad, having ultimate control of 15% (fifteen percent) or more of the Equity of the Concessionaire shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Concessionaire.

5.3.3 The Concessionaire hereby agrees that if the Selected Bidder is a special purpose vehicle

established primarily for the purposes of holding Equity in the Concessionaire (such Selected Bidder being an "**Promoter SPV**"), a transfer of any shareholding in such Promoter SPV shall constitute an indirect transfer of Equity by the Promoter SPV for the purposes of this Agreement and shall be subject to the restrictions on transfer of shares as set forth in this Agreement.

5.3.4 It is the intention of the Parties that the Concessionaire may, if its development funding necessitates, procure the listing of shares of the Concessionaire on the Bombay Stock Exchange and/ or the National Stock Exchange(s). Any such listing shall be without prejudice to the obligations set forth in Clauses 5.3.1, 5.3.2 and/ or 5.3.3.

5.4 Obligations relating to Shareholding

The Authority will not provide any form of support or guarantee at any point during the Concession Period, for meeting any capital requirement of the Concessionaire.

5.5 Obligations relating to DGCA license

5.5.1 The Concessionaire shall procure and keep in force the Applicable Permits from DGCA, and if such Applicable Permits are issued subject to conditions, then the Concessionaire shall at all times comply with all such conditions.

5.5.2 At the request of the Concessionaire, the Authority shall endeavour to provide necessary support to the Concessionaire for obtaining the Applicable Permits from DGCA no later than 90 (ninety) days from the date of filing of the due and complete application by the Concessionaire with the DGCA.

5.5.3 The provisions of Clause 5.5.1 and Clause 5.5.2 shall apply, *mutatis mutandis,* to the renewal of Applicable Permits until Termination of this Agreement.

5.6 Obligations Relating to Procurement of Goods and Services

5.6.1 The Concessionaire agrees and undertakes that it shall procure contracts, goods and services for the operations, management and development of the Airport in a fair, transparent and efficient manner, and without any undue favour or discrimination in this behalf. In pursuance hereof, it shall, within 6 (six) months from the COD, frame a procurement policy specifying the principles and procedures that it shall follow in awarding contracts for supply of goods and services, and shall place the policy on its website for the information of general public and all interested parties. The policy shall:

(a) include the principles and procedures to be followed for sub-leasing, sub-licensing or grant or allocation of any space, building, rights or privileges to private entities in the Airport.

(b) be approved by the Board of Directors of the Concessionaire.

5.6.2 For procurement of goods, works, services, sub-lease(s), sub-license(s), or any other rights or privilege where the consideration (including deposits in any form in respect thereof) exceeds Rs. 25,00,00,000/- (Rupees Twenty Five Crore) in any Accounting Year (collectively, the "**Contracts**"), the Concessionaire shall invite offers through open competitive bidding by means of e-tendering and shall select the awardees in accordance with the policy specified under Clause 5.6.1.

5.6.3 The Parties agree that the Concessionaire should pre-qualify and short-list the applicants in a fair and transparent manner for ensuring that only experienced and qualified applicants are finally selected on arm's length basis in a manner that is commercially prudent and protects the

Adani Ahmedabad International Airport Ltd

interests of the Users.

5.6.4 The Concessionaire hereby agrees not to have any subsidiary or joint venture or any other similar form of arrangement with any other party.

5.7 Obligations relating to employment of foreign nationals

The Concessionaire acknowledges, agrees and undertakes that employment of foreign personnel by the Concessionaire and/or its contractors and their sub-contractors shall be subject to grant of requisite regulatory permits and approvals including employment/ residential visas and work permits and security clearance, if any required. The obligation to apply for and obtain such approvals and permits will always be of the Concessionaire and, notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such approvals and permits by the Concessionaire or any of its contractors or sub-contractors shall not constitute Force Majeure Event, and shall not in any manner excuse the Concessionaire from the performance and discharge of its obligations and liabilities under this Agreement.

5.8 Obligations relating to employment of trained personnel

The Concessionaire shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions. The Concessionaire shall comply with the Applicable Laws and the Applicable Permits in relation to the hiring of local personnel, and shall endeavour to employ local personnel during the implementation, development and operations of the Project.

5.9 Obligations relating to Security Clearance

Notwithstanding anything to the contrary contained in this Agreement, the engagement of employees, staff and personnel of the Concessionaire and of its Contractors and subcontractors shall always be subject to security clearance by the Designated GOI Agency as may be required under Applicable Laws, and only persons having a valid security clearance shall be permitted on the Site. It is agreed that refusal of or inability to obtain any such permits and approvals by the Concessionaire or any of its contractors or sub-contractors shall not constitute a Force Majeure Event, and shall not in any manner excuse the Concessionaire from the performance and discharge of its obligations and liabilities under this Agreement. It is however provided that the restriction herein shall not apply to City Side Development forming part of the Site.

5.10 Obligations relating to non-discriminatory access

Subject to the Applicable Permits, the Concessionaire shall operate and manage the Airport on a common user basis and provide non-discriminatory access to all airlines, aircraft, and other persons in accordance with the provisions of this Agreement and shall refrain from adopting any unfair or discriminatory practice against any User or potential user thereof.

5.11 Obligations relating to medical aid

For providing emergency medical aid to Users, the Concessionaire shall set up and operate a medical aid post at the Airport to provide emergency medical aid, which shall be equipped to render first aid and to assist in accessing emergency medical aid from hospitals in the vicinity.

5.12 Obligations relating to aesthetic quality of the Airport

The Concessionaire shall maintain a high standard in the appearance and aesthetic quality of the Airport and achieve integration of the Airport with the character of the surrounding landscape through both appropriate design and sensitive management of all visible elements. The

Concessionaire shall engage professional architects and town planners of repute for ensuring that the design of the Airport meets the aforesaid aesthetic standards.

5.13 Obligations relating to noise control

The Concessionaire shall take all such measures as may be necessary in accordance with Applicable Laws and Good Industry Practice to control and mitigate the noise arising from the Airport and its impact on Users and the neighborhood.

5.14 Sole Purpose of the Concessionaire

5.14.1 The Concessionaire having been set up for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement, i.e., the operation, management and development of the Airport. The Concessionaire hereby agrees not to have any shareholding interest or otherwise in any entity, or any other form of arrangement with any person, which may allow it to undertake or perform any other business activity.

5.14.2 The Concessionaire hereby agrees to not to have any subsidiary or joint venture or any other similar form of arrangement with any other party.

5.15 Branding of the Airport

5.15.1 The Airport or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Concessionaire or its shareholders. Save and except as may be necessary in the normal course of business and always with the name of the Authority, the Concessionaire undertakes that it shall not, in any manner, use the name or identity of the Airport to advertise or display its own identity, brand equity or business interests, including those of its shareholders.

5.15.2 The Airport shall be known, promoted, displayed, advertised and branded by the name of "Sardar Vallabhbhai Patel International Airport" only at all times, and the Concessionaire shall at all times, for the purpose of any advertisement, display, reflection, branding or otherwise, shall display the Airport as such. If it intends to display its own name or its shareholders at the spots where other public notices are displayed for the Users, the same shall be preceded by the Authority's name.

5.15.3 The Concessionaire shall ensure that any advertisement, display or otherwise at or in relation to the Airport, shall contain the logo of the Authority in the form and manner, as may be provided by the Authority from time to time.

5.16 Facilities for differently abled and elderly persons

The Concessionaire shall, in conformity with the regulations and guidelines issued from time to time by the Ministry of Social Justice and Empowerment, or a substitute thereof, procure a barrier free environment for the differently abled and for elderly persons using the Airport.

Adani Ahmedabad International Airport Ltd

ARTICLE 6. OBLIGATIONS OF THE AUTHORITY

6.1 Obligations of the Authority

6.1.1 The Authority shall, at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

6.1.2 The Authority agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and Applicable Laws, the following:

(a) upon written request from the Concessionaire, and subject to the Concessionaire complying with Applicable Laws, provide reasonable support and assistance to cause to procure the Applicable Permits required from any Government Instrumentality for operations, management and development of the Airport, at the cost and expense of the Concessionaire;

(b) upon written request from the Concessionaire, provide reasonable assistance to the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable to the Concessionaire than those generally available to similar utility customers receiving substantially equivalent services;

(c) procure that no barriers are erected or placed on or about the Airport by any Government Instrumentality or persons claiming through or under it, except for reasons of Safety Requirements, Emergency, national security, or law and order;

(d) subject to and in accordance with Applicable Laws and the Applicable Permits, grant to the Concessionaire the authority to regulate Users at the Site and the Airport;

(e) assist the Concessionaire in procuring assistance from Designated GOI Agency for regulation of the Users, removal of trespassers and security on or at the Airport;

(f) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;

(g) support, cooperate with and facilitate the Concessionaire in the operations, management and development of the Airport in accordance with the provisions of this Agreement in accordance with the Applicable Laws and Applicable Permits;

(h) upon written request from the Concessionaire and subject to the provisions of Clause 5.7, provide reasonable assistance to the Concessionaire and any expatriate personnel of the Concessionaire or its Contractors to obtain applicable visas and work permits for discharging their respective obligations under this Agreement and the Project Agreements;

(i) nominate the Concessionaire, within 12 (twelve) weeks of COD, as the beneficiary under the warranties and maintenance contracts of the equipment, and in the event such nomination is not possible for any reason, procure that such warranties and maintenance contracts in respect of the equipment are maintained and administered efficiently such that the equipment is maintained in accordance with such warranties or contracts as the case may be; and

(j) make endeavors to provide to the Concessionaire all 'as-built' drawings of the Airport, including the specifications of existing facilities, utilities and services and the

maintenance records thereof.

6.2 Maintenance Obligations prior to COD

Prior to COD, the Authority shall maintain the Airport, at its own cost and expense, so that its condition is at no time materially inferior as compared to its condition 7 (seven) days prior to the Bid due date, and in the event of any material deterioration or damage other than normal wear and tear, undertake repair thereof, or pay to the Concessionaire the cost and expense, as determined by the Independent Engineer, for undertaking such repair after COD. The Authority shall undertake only routine maintenance prior to COD, and it shall undertake special repairs only for ensuring safe operation of the Airport, or in the event of excessive deterioration or damage caused due to unforeseen events such as floods or torrential rain.

6.3 Obligations relating to Reserved Services

6.3.1 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, the Authority shall extend support in procuring the services to be provided through the Designated GOI Agency, the CNS/ATM Services in accordance with the provisions of Article 20, and shall at all times cause to procure that the Designated GOI Agency empowered to control and regulate air traffic shall enable movement of aircrafts on the Runway in accordance with Applicable Laws, Applicable Permits and Good Industry Practice.

6.3.2 Subject to the provisions of Article 20, the Authority shall extend support for the performance of all the Reserved Services in accordance with the provisions of this Agreement and Applicable Laws and the Applicable Permits.

6.3.3 The Authority agrees and undertakes that in order to enable the Concessionaire to discharge its obligations under this Agreement, Applicable Laws and Applicable Permits, the Authority shall discharge its own functions efficiently and in accordance with Good Industry Practice.

6.4 Obligations in respect of Existing Contracts

6.4.1 The Authority shall, during the Inception Period, perform and comply with all its obligations under the Existing Contracts, and shall, at its own cost and expense, procure novation of such contracts and agreements in favour of the Concessionaire, to take effect from the COD and remain in force for the remaining term thereunder. The Parties agree to execute the documents necessary for novation of the Existing Contracts (**"Novated Contracts"**) as contemplated under this Clause 6.4.1. The Concessionaire shall bear and pay all stamp duties payable in connection therewith.

6.4.2 In the event the Authority is unable to procure novation of any Existing Contract in accordance with the foregoing (**"Non-Novated Contracts"**), it shall execute a power of attorney, effective on and from the COD, designating the Concessionaire (acting through its authorised representative) as its attorney and agent with powers to act on its behalf for all intents and purposes to the extent of the scope of the Non-Novated Contracts, including the power to appropriate all benefits which may accrue to the Authority from time to time under any such Non-Novated Contract, and terminate such Non-Novated Contracts in accordance with their terms. The Concessionaire shall bear and pay all stamp duties payable in connection with such power(s) of attorney.

6.4.3 On and from the COD, the Concessionaire shall, at its own risk and cost, perform and comply with (i) all its obligations under the Novated Contracts; and (ii) all obligations of the Authority under the Non-Novated Contracts, as if the Concessionaire were an original party to such contracts. The Concessionaire agrees and undertakes to indemnify, defend, save and hold harmless the Government Indemnified Persons against any and all suits, proceedings, actions,

demands and claims for any loss, damage, cost and expense of whatever kind and nature under or in connection with any Novated Contract or the Non-Novated Contract arising after the COD save and except any loss, damage, cost and expense arising after the COD but relating to any act or omission of the Authority prior to the COD. It is clarified that, unless they are terminated earlier in accordance with the terms of such agreements, the Novated Contracts and Non-Notated Contracts shall subsist until their expiry. Pursuant to such expiry or termination, the Concessionaire may, at its own discretion, enter into any contract with respect to the subject matter of the relevant Novated Contract and/ or Non-Notated Contract, with any third party, on such terms and conditions as it may deem fit.

6.4.4 The Authority shall endeavour not to (i) renew any Existing Contracts that are due to expire within 6 (six) months of the COD or have expired during the Inception Period; and/or (ii) enter into fresh contracts with third parties, without the prior written consent of the Concessionaire, which shall not be unreasonably withheld or delayed, save and except where an Existing Contract needs to be renewed and/or a new contract needs to be executed to ensure safe, smooth and uninterrupted functioning of the Airport. Provided, however, that where a new contract is proposed to be entered, for which prior written consent of the Concessionaire is not required to be sought pursuant to the foregoing, such new contract shall only be in lieu of any Existing Contract that has expired or is terminated during the Inception Period, and such new contract shall, upon execution, be deemed to be an Existing Contract. Provided further that where an Existing Contract is sought to be renewed and/or a new contract is proposed to be entered, for which prior written consent of the Concessionaire is not required to be sought pursuant to the provisions of this Sub-clause, the Authority shall procure that: (i) the term of such renewed Existing Contract and/or new contract shall not exceed a period of 365 (three hundred and sixty five) days; and (ii) prior to renewing the Existing Contract and/or execution of the new contract, the Authority shall consult with the Concessionaire and consider its comments for which purpose the Authority shall provide 15 (fifteen) business days to the Concessionaire for each of the following:

(a) review of the proposed draft of the new or Existing Contract;

(b) seeking clarifications from the Authority; and

(c) submission of the Concessionaire's final comments taking into account *inter alia* the clarifications provided by the Authority.

6.4.5 Works in Progress

Notwithstanding anything to the contrary in this Clause 6.4, the Concessionaire shall be liable to pay to the Authority such amounts as may have been incurred by the Authority as on the COD in respect of the contracts relating to works-in-progress as have been set forth in Schedule T. Such amounts shall be intimated by the Authority with supporting documents and details within 30 (thirty) days of COD and shall be due and payable by the Concessionaire to the Authority within a period of 90 (ninety) days thereon.

The Parties shall constitute a committee comprising representatives of the Concessionaire, Authority and each of the counterparties under such contracts, which committee shall be responsible for: (a) facilitating any discussions and/ or interactions amongst AAI, the Concessionaire and the counterparties under such contracts, including in respect of any modifications to the works , and (b) coordinating, facilitating, and monitoring the progress of such works-in-progress. The Concessionaire shall be responsible to incur any additional cost towards completion of such work-in-progress assets after COD.

Upon reimbursement by the Concessionaire to the Authority, of amounts as may have been incurred by the Authority as on the COD for such work-in-progress assets as provided for above,

and completion of such works-in-progress by the Concessionaire, such works-in-progress assets shall form part of the Airport.

The amounts reimbursed by the Concessionaire to the Authority and additional amounts incurred by the Concessionaire for completion of such work-in-progress assets shall be considered as investments made by the Concessionaire in creation of such assets for the purpose of determination of Aeronautical Charges by the Regulator. In the event that any part of the amounts reimbursed by the Concessionaire to the Authority pursuant to this Clause 6.4.5 are not considered for pass-through by the Regulator due to any act or omission on the part of the Authority, the adjustment towards any differences in the amounts reimbursed by the Concessionaire to the Authority and the amounts considered for pass-through by the Regulator shall be undertaken as part of the Balancing Payment that becomes due and payable as per Clause 31.4 immediately after the determination of the Aeronautical Charges by the Regulator.

6.5 Authority's Employees

6.5.1 For the purpose of this Clause 6.5:

(i) "**Select Employees**" shall mean those employees of the Authority as set forth in Schedule S (of the rank of assistant general manager and below) who are posted at the Airport by the Authority and shall be deployed at the Airport for the duration of the Joint Management Period and Deemed Deputation Period.

The Select Employees shall stand reduced to the extent of employees who retire, are deceased or otherwise separated from Authority's services during the Joint Management Period or Deemed Deputation Period. It is clarified that the Select Employees shall not be reduced to the extent of employees who are transferred by AAI.

(ii) "**Joint Management Period**" shall mean the period commencing from the COD and ending on the date which is 1 (one) calendar year after the COD.

(iii) "**Deemed Deputation Period**" shall mean the period commencing from the expiry of the Joint Management Period and ending on the date which is 2 (two) calendar years therefrom.

6.5.2 With the exception of the Select Employees, the Concessionaire shall have no obligations in relation to the existing employees of the Authority serving in connection with the Airport.

6.5.3 The senior management staff of the Authority of the rank of deputy general manager and above ("**Senior Personnel**") shall remain deputed at the Airport for a period not exceeding 3 (three) months from the COD.

(i) On the expiry of such 3 (three) month period, the Senior Personnel shall be transferred out of the Airport and redeployed by the Authority.

(ii) It is clarified that the Concessionaire shall not be liable to bear any costs in respect of the Senior Personnel, which costs shall be borne entirely by the Authority.

6.5.4 The Concessionaire shall bear the Select Employee Costs for the Joint Management Period and Deemed Deputation Period.

6.5.5 Subject to Clause 6.5.4, the Concessionaire shall pay to the Authority, on a monthly basis, such amounts as may be indicated in an invoice to be raised by the Authority on the Concessionaire with regard to the emoluments payable by the Authority to the Select Employees (the "**Select Employee Costs**").

(i) The Concessionaire shall make payment of the Select Employee Costs on or prior to 7 (seven) days from the date on which the invoice is raised.

(ii) Upon the Concessionaire making such payment, the Concessionaire shall not be held responsible for non-payment of emoluments by Authority to the Select Employees.

(iii) In the event of delay in payment of the Select Employee Costs on the part of the Concessionaire, the Concessionaire shall be liable to pay interest to the Authority for the period of delay calculated at a rate equal to 2% (two percent) above the Bank Rate.

(iv) The Select Employee Costs shall be determined from time to time in accordance with the relevant service rules on a cost-to-company basis and shall, as applicable, include costs toward voluntary retirement.

(v) It is clarified that the liability of the Concessionaire under this Clause 6.5.5 shall stand reduced to the extent of the Accepting Employees.

6.5.6 At any time during the Joint Management Period, but no later than 90 (ninety) days from the COD, the Concessionaire shall make offers of employment ("**Employment Offers**") to a minimum of 60% (sixty percent) of the Select Employees.

(i) It is clarified that, in the event of reduction in the number of Select Employees in the manner set forth in Clause 6.5.1, the minimum number of Select Employees to whom Employment Offers are required to be made shall stand correspondingly reduced, with any fractions thereof rounded off to the nearest whole number.

(ii) The terms and conditions of the Employment Offers shall, in terms of salary, position, etc., be the same as the current employment terms of the Select Employees on an annual cost-to-company basis.

6.5.7 The recipients of the Employment Offers shall accept or decline the Employment Offers within 1 (one) month of the Employment Offer being made.

(i) Such Select Employees shall, upon accepting the Employment Offers (the "**Accepting Employees**"), resign from the employment of the Authority, and cease to be employees of the Authority.

(ii) The Concessionaire shall be the new employer of the Accepting Employees on the terms and conditions mutually agreed between the Concessionaire and the Accepting Employees.

6.5.8 At any time after the expiry of 15 (fifteen) months from the date on which the first Employment Offer is made, but prior to the expiry of 2 (two) years from the COD, the Concessionaire shall be entitled to make further Employment Offers. The provisions of Clause 6.5.7 shall, *mutatis mutandis*, apply to such Employment Offers.

6.5.9 At the end of the Deemed Deputation Period, all Select Employees opting to continue employment with the Authority or those who have not received Employment Offers, shall continue their employment with the Authority and shall be transferred out of the Airport and redeployed by the Authority.

6.5.10 If, at the expiry of the Deemed Deputation Period, the number of Accepting Employees is less than 60% (sixty) percent of the Select Employees (the "**Deficit Employees**"), the Concessionaire shall, commencing from the expiry of the Deemed Deputation Period, pay to

the Authority, on a monthly basis, such amounts as may be indicated in an invoice to be raised by the Authority on the Concessionaire with regard to the emoluments payable by the Authority in respect of such Deficit Employees (the "**Deficit Employee Costs**").

(i) The Select Employees in respect of which the Deficit Employee Costs are payable shall be mutually identified by the Parties no later than 3 (three) months prior to the expiry of the Deemed Deputation Period.

(ii) The Deficit Employee Costs shall be considered for pass-through in the determination of the Aeronautical Charges.

(iii) The provisions of sub-clauses 6.5.5 (i), 6.5.5 (ii), 6.5.5 (iii), and 6.5.5(iv) shall, *mutatis mutandis*, apply to payment of the Deficit Employee Costs.

(iv) The Deficit Employee Costs shall be payable until retirement or other separation from Authority's services of the Deficit Employees, whichever is earlier.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 Representations and warranties of the Concessionaire

The Concessionaire represents and warrants to the Authority that:

(a) it is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

(b) it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(c) the Selected Bidder (including the members thereof, if any) has the financial standing and capacity including but not limited to the Financial Capacity and the Technical Capacity to undertake the Project in accordance with the terms of this Agreement as of the COD, and shall continue to have such financial standing and capacity until the expiry of 5 (five) years from the COD;

(d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

(e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising hereunder including any obligation, liability or responsibility hereunder or issue of jurisdiction;

(f) the information furnished in the Bid by the Selected Bidder and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;

(g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or those of any member of the Selected Bidder or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

(h) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;

(i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or Government Instrumentality which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would result in the Material Adverse Effect in the performance of its obligations under this Agreement;

(j) neither it nor the Selected Bidder (including the members thereof, if any) and the respective Associates, have been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on its ability to

undertake the Project or which relates to a grave offence that outrages the moral sense of the community;

(k) neither it nor the Selected Bidder (including the members thereof, if any) and the respective Associates, have been charge sheeted by any Government Instrumentality or convicted by any Court of Law, in respect of the matters relating to the security and integrity of India;

(l) no investigation by a regulatory authority is pending either against it or the Selected Bidder (including the members thereof, if any) and the respective Associates, or against any of their respective chief executive officer or any of the directors, managers or employees;

(m) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement;

(n) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3;

(o) the Selected Bidder and its Associates (including the members thereof, if any) have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement;

(p) the Selected Bidder (including the members thereof, if any) is duly organised and validly existing under the laws of the jurisdiction of its incorporation or registration, and has requested the Authority to enter into this Agreement with the Concessionaire pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;

(q) all its rights and interests in the Airport shall pass to and vest in the Authority on the Transfer Date as per the Applicable Laws and the Applicable Permits, free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the Project Assets shall be acquired by it, subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;

(r) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

(s) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority or any Government Instrumentality, in connection herewith or during the bid process;

(t) all information provided by the Selected Bidder in response to the Request for Proposal or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects; and

(u) all undertakings and obligations of the Concessionaire arising from the Request for Proposal or otherwise shall be binding on the Concessionaire as if they form part of this Agreement.

7.2 Representations and warranties of the Authority

The Authority represents and warrants to the Concessionaire that:

(a) it has full power and authority to execute, deliver and perform its obligations under this Agreement pursuant to the GOI and other Applicable Permits, to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;

(b) it has taken all necessary actions under Applicable Laws to authorise the execution, delivery and performance of this Agreement;

(c) it has the financial standing and capacity to perform its obligations under this Agreement;

(d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Material Adverse Effect on the Authority's ability to perform its obligations under this Agreement;

(f) it has complied with Applicable Laws in all material respects; and

(g) it has the power and authority to grant a lease in respect to the Site to the Concessionaire.

7.3 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

ARTICLE 8. DISCLAIMER

8.1 Disclaimer

8.1.1 The Concessionaire acknowledges on its behalf and on behalf of the Selected Bidder, that prior to the execution of this Agreement, the Selected Bidder and the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Request for Proposal, Scope of the Project, Specifications and Standards, Site, requirements of the Applicable Permits for effectuating its rights under this Agreement, existing structures, local conditions, physical qualities of ground, subsoil and geology, traffic volumes and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumption, statement or information provided by it herein or under the Applicable Laws and the Concessionaire confirms on its behalf and on behalf of the Selected Bidder that it shall have no claim whatsoever against the Authority in this regard.

8.1.2 The Concessionaire acknowledges and hereby accepts on its behalf and on behalf of the Selected Bidder, the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire, the Selected Bidder and its Associates or any person claiming through or under any of them.

8.1.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above shall not vitiate this Agreement or render it voidable.

8.1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 8.1.1 above, that Party shall immediately notify the other Party, specifying the mistake or error, provided, however, that a failure on part of the Authority to give any notice pursuant to this Clause 8.1.4 shall not prejudice the disclaimer of the Authority contained in Clause 8.1.1 and shall not in any manner shift to the Authority any risks assumed by the Concessionaire pursuant to this Agreement.

8.1.5 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Concessionaire and the Authority shall not be liable in any manner for such risks or the consequences thereof.

Part III

Development and Operations

ARTICLE 9. PERFORMANCE SECURITY

9.1 Performance Security

9.1.1 The Concessionaire shall, for the performance of its obligations during Phase I hereunder, provide to the Authority, no later than 120 (one hundred and twenty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 130,00,00,000 (Rupees One Hundred and Thirty Crore) in the form set forth in Schedule E ("**Performance Security**"). Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Concessionaire.

9.1.2 Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Concessionaire within a period of 120 (one hundred and twenty) days from the date of this Agreement, the Authority may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

9.1.3 After completion of Phase-I, the value of the Performance Security shall be revised to an amount equal to 10% (ten percent) of the Yearly Concession Fee paid by the Concessionaire in the Concession Year immediately preceding the Concession Year in which the Phase I Completion Date falls. Thereafter, the value of the Performance Security shall be increased by the Concessionaire every 5 (five) Concession Years to an amount equal to 10% (ten percent) of the Yearly Concession Fee paid by the Concessionaire in the immediately preceding Concession Year.

9.2 Appropriation of Performance Security

Upon occurrence of a Concessionaire's Default or failure to meet any Condition Precedent, the Authority shall, without prejudice to its other rights and remedies hereunder or in Applicable Law, be entitled to encash and appropriate from the Performance Security, the amounts due to it, for and in respect of such Concessionaire's Default or for failure to meet any Condition Precedent. Upon such encashment and appropriation from the Bid Security or Performance Security, as applicable, the Concessionaire shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original level, and in case of appropriation of the entire Bid Security or Performance Security, provide a fresh Performance Security, failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 35. Upon such replenishment or furnishing of a fresh Performance Security, the Concessionaire shall be entitled to an additional Cure Period of 60 (sixty) days for remedying the Concessionaire's Default or satisfying any Condition Precedent, and in the event of the Concessionaire not curing its default or meeting such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with Article 35.

9.3 Release of Performance Security

The Performance Security shall remain in force and effect until the end of the Concession Period and shall be released 3 (three) months after such expiry, provided, however, that the Performance Security shall not be released if the Concessionaire is in breach of the provisions of this Agreement. Upon request made by the Concessionaire for release of the Performance Security along with the particulars which establish satisfaction of the requirements specified under this Clause 9.3, the Authority shall release the Performance Security forthwith.

9.4 Deemed Performance Security

The Parties expressly agree that , in respect of each Phase, an additional performance security for an amount equivalent to 2% (two percent) of the cost of the Construction Works of the relevant Phase (as determined by the Concessionaire), shall be deemed to be created under this Clause 9.4 ("**Deemed Performance Security**"). The Deemed Performance Security shall be unconditional and irrevocable, and shall, notwithstanding anything to the contrary contained in Clause 29.3, constitute the first and exclusive charge on an equivalent balance in the Escrow Account and on all amounts due and payable by the Concessionaire to the Authority, and the Authority shall be entitled to enforce the Deemed Performance Security through a withdrawal from the Escrow Account or by making a deduction from the amounts due and payable to it by the Concessionaire in accordance with the provisions of Clause 9.5. The Parties agree that no amounts shall be earmarked, frozen or withheld in the Escrow Account for securing payment of any potential Damages that may fall due at a subsequent date, and only the amounts which shall have become due and payable by the Concessionaire upon occurrence of a Concessionaire's Default shall be liable to appropriation hereunder. The Deemed Performance Security shall stand released upon issuance of the Completion Certificate for the relevant Phase.

9.5 Appropriation of Deemed Performance Security

Upon occurrence of a Concessionaire's Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Deemed Performance Security as Damages for any Concessionaire's Default with respect to the Construction Works in the relevant Phase. The Parties expressly agree that upon the Deemed Performance Security being appropriated, in whole or in part, it shall be deemed to be replenished to the extent of such appropriation and the provisions of Clause 9.2 in respect of the additional Cure Period shall apply on such replenishment.

9.6 References to Performance Security

References to Performance Security occurring in this Agreement for and in respect of any period prior to the delivery of the Performance Security by the Concessionaire to the Authority, or in respect of any period subsequent to the expiry or release thereof, as the case may be, shall be construed solely for the purposes of calculating the amount of Damages payable by the Concessionaire, and the amount so determined may be appropriated from the Bid Security or Deemed Performance Security, as the case may be or available as on such date.

ARTICLE 10. RIGHT OF WAY

10.1 The Site

The site of the Airport shall comprise the real estate described in Schedule A and in respect of which the Right of Way shall be provided and granted by the Authority to the Concessionaire as a lease under and in accordance with this Agreement ("**Site**"). It is hereby acknowledged and agreed that references to the Site shall be construed as references to the real estate required for the Airport as set forth in Schedule A, and shall include the City Side.

10.2 Lease, Access, and Right of Way

10.2.1 The Authority hereby grants to the Concessionaire, subject to security restrictions and other terms of this Agreement, access to the Site for carrying out any surveys, investigations and soil tests that the Concessionaire may deem necessary prior to COD, it being expressly agreed and understood that the Authority shall have no liability whatsoever in respect of survey, investigations and tests carried out or work undertaken by the Concessionaire on or about the Site pursuant hereto in the event of Termination or otherwise.

10.2.2 In consideration of the Monthly Concession Fee, this Agreement and the covenants and warranties on the part of the Concessionaire herein contained, the Authority, in accordance with the terms and conditions set forth herein, shall grant to the Concessionaire, commencing from the COD, lease rights in respect of all the land (along with any buildings, constructions or immovable assets, if any, thereon) comprising the Site which is described, delineated and shown in Schedule A hereto, free of any Encumbrances, to develop, operate and maintain the Site, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Site, hereditaments or premises or any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, for the purposes permitted under this Agreement, and for no other purpose whatsoever, for the Concession Period.

10.2.3 The Concessionaire acknowledges that, it has, after a complete and careful examination, made an independent evaluation of the Site as a whole and has determined the nature and extent of the difficulties, upgradations, inputs, costs, time, resources, risks and hazards that are likely to arise or may be faced by it in the course of the performance of its obligations under this Agreement and the extent and manner of efforts required. The Concessionaire further acknowledges that it shall have no recourse against the Authority if it is, at a later date, found that the Site is deficient in any manner whatsoever. If a deficiency is found, the Concessionaire hereby acknowledges and agrees that it shall, at its own cost and at no cost to the Authority, take all appropriate measures to remedy the same.

10.2.4 For the purposes of this Agreement, the Concessionaire has:

(a) inspected the Site and its surroundings;

(b) satisfied itself as to the nature of the climatic, hydrological and general physical conditions of the Site, the nature of the ground and subsoil, the form and nature of the Site, and the nature of the design, work and materials necessary for the performance of its obligations under this Agreement;

(c) satisfied itself as to the means of communication with, access to and accommodation on the Airport it may require or as may be otherwise necessary for the performance of its obligations under this Agreement;

(d) obtained for itself all necessary information as to the risks, contingencies and all other circumstances which may influence or affect the Concessionaire and its rights and

obligations hereunder and its other rights and obligations under or pursuant to this Agreement.

10.2.5 The lease, access, and right of way granted by this Agreement to the Concessionaire shall always be subject to existing rights of way and the Concessionaire shall perform its obligations in a manner that the Airport is open to Users at all times during the Concession Period, save and except during the hours for which closure thereof shall have been permitted by the Authority or any other Government Instrumentality.

10.2.6 The Concessionaire expressly acknowledges that it shall have no recourse against the Authority in the event of any mistake made or misapprehension harboured by the Concessionaire in relation to any of the foregoing provisions of this Article 10 and the Authority hereby expressly disclaims any liability in respect thereof.

10.2.7 The lease granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the lease, upon the Termination of this Agreement for any reason whatsoever. Notwithstanding any temporary or permanent structures erected on the Site by the Concessionaire or its sub-licensees and/or sub-lessee(s), the lease in respect of the Site including in respect of the Airport, shall automatically terminate, without any further act of the Parties, upon Termination of this Agreement.

10.2.8 The Concessionaire hereby irrevocably appoints the Authority (acting directly or through a nominee) to be its true and lawful attorney, to execute and sign in the name of the Concessionaire a transfer or surrender of the lease granted hereunder at any time after the Concession Period has expired or has been terminated earlier in terms hereof if so required in accordance with any Applicable Laws at such time, a sufficient proof of which will be the declaration of any duly authorized officer of the Authority, and the Concessionaire consents to it being registered for this purpose.

10.2.9 It is expressly agreed that trees on the Site are property of the Authority except that the Concessionaire shall be entitled to exercise usufructuary rights thereon during the Concession Period, and as per the Applicable Permits.

10.3 Procurement of the Site

10.3.1 Pursuant to the notice specified in Clause 4.1.2, the Authority and the Concessionaire shall, on a mutually agreed date and time, inspect the Site and prepare a memorandum containing an inventory of the Site, including the unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site. Signing of the memorandum, in 2 (two) counterparts (each of which shall constitute an original), by the authorised representatives of the Parties shall, subject to the provisions of Clause 10.2.2, be deemed to constitute a valid lease, and Right of Way to the Concessionaire for free and unrestricted use and development of the unencumbered Site during the Concession Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever.

10.3.2 Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that on or prior to the COD, the Authority shall have granted vacant access, Right of Way and lease with respect to 100% (one hundred percent) of the total area of the Site, required and necessary for the Airport.

10.3.3 On and after signing the memorandum referred to in Clause 10.3.1, and until the Transfer Date, the Concessionaire shall maintain a round-the-clock vigil over the Site and shall ensure that no encroachment or occupation thereon takes place, and in the event of any encroachment or occupation on any part thereof, the Concessionaire shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its cost and expenses.

10.3.4 [Not Used].

10.3.5 [Not Used].

10.3.6 In the event that Concessionaire is deprived of lease and/ or Right of Way to any part of the Site pursuant to any suit, proceeding, action, demand and/ or claim from third parties of whatever kind and nature arising out of defect in title and/ or the rights of the Authority in the land comprised in the Site, the Authority shall, within a period of 90 (ninety) days of such deprivation, make reasonable endeavours to provide the Concessionaire with lease and/ or Right of Way to additional/ alternate land to the mutual satisfaction of the Parties. In the event that the Authority is unable to provide such land and/ or Right of Way to the mutual satisfaction of the Parties within the aforesaid time-period, the provisions of Clause 40.1.2 shall apply:

Provided that the Authority shall not be liable under this Clause 10.3.6 where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/ or breach of statutory duty on the part of the Concessionaire, its subsidiaries, affiliates, contractors, servants or agents.

10.4 Site to be free from Encumbrances

Subject to the provisions of Clause 10.3, the Site shall be made available by the Authority to the Concessionaire pursuant hereto free from all Encumbrances and without the Concessionaire being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition and use of such Site for the duration of the Concession Period, except insofar as otherwise expressly provided in this Agreement. It is agreed that existing rights of way, easements, privileges, liberties and appurtenances to the Site shall not be deemed to be Encumbrances. It is further agreed that the Concessionaire accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site.

10.5 Protection of Site from Encumbrances

During the Concession Period, the Concessionaire shall protect the Site from any and all occupations, encroachments or Encumbrances, and shall not place or create nor permit any Contractor or other person, claiming either through or under the Concessionaire or otherwise, to place or create any Encumbrance or security interest over all or any part of the Site or the Project Assets, or on any rights of the Concessionaire therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement.

10.6 Special/ temporary right of way

The Concessionaire shall bear all costs and charges for any special or temporary right of way required by it in connection with access to the Site. The Concessionaire shall obtain at its cost such facilities on or outside the Site as may be required by it for the purposes of the Airport and the performance of its obligations under this Agreement:

Provided that, in the event that the Concessionaire requires, for the purpose of the Aeronautical Assets, any land falling within the area carved out for the Authority in Schedule A, the Authority may, at its sole discretion, provide to the Concessionaire the same at no additional cost, subject to prior written approval of GOI.

10.7 Access to the Authority

10.7.1 The Concessionaire shall allow free access to the Site at all times for the authorised

representatives of the Authority, Senior Lenders, and the Independent Engineer, and for the persons duly authorised by any Government Instrumentality or Designated GOI Agency, and their respective employees, agents and consultants, to inspect the Construction Works, Airport and to investigate any matter within their authority, and the Concessionaire shall provide to all such persons reasonable assistance necessary to carry out their respective duties and functions.

10.7.2 The Concessionaire shall, for the purpose of operation and maintenance of any utility or road specified in Article 11, allow free access to the Site at all times for the authorised persons and vehicles of the controlling body of such utility or road.

10.8 Geological and archaeological finds

It is expressly agreed that mining, geological or archaeological rights do not form part of the lease granted to the Concessionaire under this Agreement and the Concessionaire hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the Authority or the concerned Government Instrumentality. The Concessionaire shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Authority forthwith of the discovery thereof and comply with such instructions as the Authority or the concerned Government Instrumentality may reasonably give for the removal of such property. It is agreed that any reasonable expenses incurred by the Concessionaire hereunder shall be reimbursed by the Authority. It is also agreed that the Authority shall procure that the instructions hereunder are issued by the concerned Government Instrumentality within a reasonable period so as to enable the Concessionaire to continue its Construction Works with such modifications as may be deemed necessary.

10.9 Lease Rights

For the purpose of this Agreement, the Concessionaire shall have rights to the use of the Site as the sole lessee subject to and in accordance with this Agreement, and to this end, it may regulate the entry and use of the Airport by third parties in accordance with and subject to the provisions of this Agreement.

10.10 Property Taxes/ Service Charge and Other Charges

10.10.1 On and from the COD, the property tax shall be payable by the Concessionaire to the Authority/ concerned municipal authority or any other concerned Government Instrumentality, at such rates as may be applicable from time to time in accordance with Applicable Laws.

10.10.2 Any charges and Taxes in respect of the Site and if paid by the Authority in accordance with Applicable Laws, shall be reimbursed by the Concessionaire to the Authority within a period of 30 (thirty) days of receiving a notice from the Authority along with necessary particulars thereof.

10.10.3 The Concessionaire shall be responsible for the payment of all the charges to the Authority and relevant Government Instrumentality, as may be leviable under the Applicable Laws, for the available built-up area at the Site.

10.11 Restriction on sub-letting

The Concessionaire shall not license or sublet the whole or any part of the Site, save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Concessionaire to appoint Contractors for

the performance of its obligations hereunder including for operation and maintenance of all or any part of the Airport.

ARTICLE 11. UTILITIES AND TREES

11.1 Existing Utilities

Notwithstanding anything to the contrary contained herein, the Concessionaire shall ensure that the respective entities owning the utilities on, under or above the Site are enabled by it to keep such utilities in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the authority of the controlling body of that utility, and the Authority shall, upon written request from the Concessionaire, initiate and undertake the proceedings for acquisition of any right of way necessary for such diversion.

11.2 Shifting of obstructing utilities

The Concessionaire shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility including electric lines, water pipes and telephone cables, to an appropriate location or alignment within or outside the Site if and only if such utility causes or shall cause a Material Adverse Effect on the operations, management or development of the Airport. In the event of any delay in shifting thereof, the Concessionaire shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be. The Parties expressly agree that all costs and expense to be incurred on shifting of any utility solely for the use of Airport shall be borne by the Concessionaire.

11.3 New utilities

11.3.1 The Concessionaire may allow access to, and use of the Site for laying telephone lines, water pipes, electric cables or other public utilities, provided that the laying of such telephone lines, water pipes, electric cables by or other public utilities does not in any way adversely impact the operations of the Airport. Where such access or use causes any financial loss to the Concessionaire, it may require the user of the Site to pay compensation or damages as per Applicable Laws. It is agreed that use of the Site under this Clause 11.3 shall not in any manner relieve the Concessionaire of its obligation to develop and maintain the Airport in accordance with this Agreement and Applicable Permits and any damage caused by such use shall be restored forthwith.

11.3.2 [Not Used].

11.4 Felling of trees

The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose, if and only if, such trees cause a Material Adverse Effect on the operations, management or development of the Airport. In the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. The costs and expense in respect of felling of trees shall be borne by the Concessionaire and any revenues thereof shall be paid to the Authority. The Parties hereto agree that the felled trees shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate as per the Applicable Laws.

ARTICLE 12. DEVELOPMENT AND EXPANSION OF THE AIRPORT

12.1 Obligations prior to commencement of construction

12.1.1 Prior to commencement of Construction Works, the Concessionaire shall:

(a) submit to the Authority and the Independent Engineer, its Development Plan, detailed design, drawings, construction methodology, quality assurance procedures, and the procurement, engineering and construction time schedule for Completion of the concerned Phase;

(b) appoint its representative duly authorised to deal with the Authority and the Independent Engineer in respect of all matters under or arising out of or relating to this Agreement;

(c) undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of construction under and in accordance with this Agreement, Applicable Laws and Applicable Permits;

(d) make its own arrangements for quarrying and procurement of materials needed for the Airport under and in accordance with Applicable Laws and Applicable Permits.

12.2 Master Plan

12.2.1 The Concessionaire shall at all times procure and ensure that the Airport is constructed and developed in accordance with the Master Plan. The guidelines for preparing the Master Plan are provided in Annex II to Schedule A.

12.2.2 The Master Plan for the Airport must be consistent with all the regulatory requirements and this Agreement, including, in particular, Schedule C. The Master Plan shall be made pursuant to full consultation with all major stakeholders, in accordance with the terms of the Applicable Laws and this Agreement.

12.2.3 Notwithstanding anything to the contrary contained in this Agreement, the Parties hereby acknowledge and agree that it shall be the sole responsibility and obligation of the Concessionaire to ensure that the Master Plan is in full compliance with the requirements of the Applicable Laws and this Agreement, and is, additionally, in accordance with the parameters set out in other Project Agreements and nothing in this Agreement shall, in any way, absolve the Concessionaire of its obligation to ensure that the final Master Plan is in accordance with the provisions and all other obligations under any of the Project Agreements.

12.2.4 The Concessionaire further agrees to update the Master Plan periodically, every 5 (five) years or earlier as the case may be.

12.2.5 The Development Plan for Phase I and the subsequent Phases shall be prepared by the Concessionaire as per the provisions of this Agreement, Applicable Laws and Applicable Permits.

12.2.6 The Concessionaire may use any area earmarked for future expansion of the Airport, for other purposes incidental to or associated with the Airport, until the same is required for the expansion specified in the Master Plan, subject to the condition that only temporary structures may be constructed in such area and the use thereof shall at all times be in conformity with Applicable Laws, Applicable Permits and Good Industry Practice.

12.2.7 The Concessionaire may, at any time during the Concession Period, modify the Master Plan to

improve or augment the Aeronautical Services or to expand any part of the Airport to minimise or eliminate the congestion.

12.3 Drawings

12.3.1 The Concessionaire shall prepare and submit, with reasonable promptness and in such sequence as is consistent with the Phase Completion Schedule, 1 (one) soft copy and 3 (three) hard copies each of all drawings to the Independent Engineer, Authority and/ or any Government Instrumentality as per the Applicable Laws and the Applicable Permits, for review.

12.3.2 By submitting the drawings for review to the Independent Engineer and the Authority, the Concessionaire shall be deemed to have represented that it has determined and verified that the design and engineering, including the field construction criteria related thereto, are in conformity with the Scope of the Project, Specifications and Standards, Applicable Laws, Applicable Permits and Good Industry Practice.

12.3.3 The Independent Engineer and the Authority shall, within 30 (thirty) days of the receipt of the drawings, review the same and convey its respective observations to the Concessionaire with particular reference to their conformity or otherwise with the Scope of the Project, the Specifications and Standards or otherwise. The Concessionaire shall not be obliged to await the observations of the Independent Engineer or the Authority on the drawings submitted pursuant hereto beyond the said 30 (thirty) days period and may begin or continue Construction Works, at its own discretion and risk.

12.3.4 If the aforesaid observations of the Independent Engineer or the Authority indicate that the drawings are not in conformity with the Scope of the Project or the Specifications and Standards, such drawings shall be revised by the Concessionaire and resubmitted for review. The Independent Engineer and the Authority shall give its observations, if any, within 15 (fifteen) days of receipt of the revised drawings.

12.3.5 No review and/or observation of the Independent Engineer or the Authority and/or its failure to review and/or convey its observations on any drawings shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Independent Engineer or the Authority be liable for the same, in any manner.

12.3.6 Without prejudice to the foregoing provisions, the Concessionaire shall submit to the Independent Engineer and the Authority for review and comments, its drawings relating to the Aeronautical Assets and Non-Aeronautical Assets and the Independent Engineer and the Authority has the right but not the obligation to undertake such review and provide its comments, if any, within 30 (thirty) days of the receipt of such drawings. The provisions of this Clause 12.3 shall apply *mutatis mutandis* to the review and comments hereunder.

12.3.7 Within 90 (ninety) days of Completion of any Phase, the Concessionaire shall furnish to the Authority a complete set of as-built Drawings, in 2 (two) hard copies and in its editable digital format or in such other medium and manner as may be acceptable to the Authority, reflecting the Airport as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Airport and setback lines, if any, of the buildings and structures forming part of Project Facilities.

12.4 Terminal Building

12.4.1 The Concessionaire shall, prior to commencement of construction of the Terminal Building and/ or any part of the Airport, furnish to the Authority and to the Independent Engineer, the architectural parameters, controls, building profiles, facades, dimensions, designs, building materials, specifications, bill of quantities and cost estimates ("**Architectural Design**"). Once

the same is reviewed and commented on by the Independent Engineer and/or Authority, then only, the Concessionaire shall make it available in the form of any supporting submission or otherwise to any Government Instrumentality for the purposes of its compliance under the Applicable Laws, Applicable Permits and/ or to obtain the relevant Applicable Permits.

12.4.2 Within 30 (thirty) days of the receipt of the Architectural Design, the Authority and/ or the Independent Engineer, shall convey its observations to the Concessionaire. If the observations of the Authority or the Independent Engineer (submitted through the Authority), indicate that the Architectural Design is not in conformity with the Scope of the Project or the Specifications and Standards or otherwise, it shall be revised by the Concessionaire and resubmitted to the Authority and the Independent Engineer for review within 30 (thirty) days from the date of receipt of observations of the Authority. The Authority and/ or the Independent Engineer shall give their observations, if any, within 15 (fifteen) days of receipt of the revised Architectural Design.

12.4.3 In the event that any modifications to the Architectural Design shall have been determined under and in accordance with Clause 12.4.1, the Architectural Design shall be deemed to be modified to the extent thereof.

12.4.4 Subject to the obtaining of the Applicable Permits, the Concessionaire shall not be obliged to await the observations of the Authority on the Architectural Design submitted pursuant hereto beyond the period of 30 (thirty) days specified in Clause 12.4.2, and may begin Construction Works at its own discretion and risk. No review and/or observation of the Authority or the Independent Engineer and/or their failure to review and/or convey their observations on the Architectural Design, shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Authority or the Independent Engineer be liable for the same in any manner.

12.4.5 In the event any disagreement arises between the Concessionaire or the Authority as per Clause 12.4.1 or Clause 12.4.2, and notifies the other Party of its intent, a Dispute shall be deemed to have arisen and the provisions of Article 41 shall apply *mutatis mutandis* for resolution thereof, provided that the arbitrators to be appointed under the provisions of Clause 41.3 shall only consist of eminent architects of international repute. The fee payable by the Authority to such arbitrators shall, in case the modification has been proposed by the Concessionaire, be reimbursed by the Concessionaire subject to a limit of Rs. 5,00,000 (Rupees Five Lakh) per day.

12.5 Construction of the Airport

12.5.1 The Concessionaire shall undertake construction at the Airport in conformity with Schedule A, Schedule B, the Specifications and Standards set forth in Schedule C, and the Master Plan.

(i) The Concessionaire shall procure all the Applicable Permits as may be required for the Construction Works for Phase I, including but not limited to the Applicable Permits specified in Schedule D unconditionally, or if subject to conditions, then, fulfil all such conditions by the date and in the form and manner specified therein in full.

(ii) Subject to the extension(s) approved in the Development Period in accordance with the terms of this Agreement, the scheduled date for completion of the Phase I of the Project shall be the date indicated by the Concessionaire pursuant to Clause 4.1.3(h) ("**Scheduled Completion Date**") and the Concessionaire agrees and undertakes that construction of the Phase I of the Airport shall be completed on or before the Scheduled Completion Date.

(iii) The Scheduled Completion Dates for the subsequent Phases shall be determined by the Concessionaire in consultation with the Independent Engineer. It is agreed that the

Project Completion Schedule and Scheduled Completion Date shall not apply to City Side Development. Further, provisions pertaining to commercial operations of the Airport have been covered under Article 15.

12.5.2 The Concessionaire shall construct the Airport in accordance with the Phase Completion Schedule to be prepared and submitted by the Concessionaire in consultation with the Independent Engineer and to be set forth in Schedule F.

12.5.3 In the event, the Concessionaire fails to achieve any milestone as per the Phase Milestone within a period of 90 (ninety) days from the date set forth for such Phase Milestone in Schedule F, unless such failure has occurred due to Force Majeure or for reasons attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one percent) of the amount of Performance Security for delay of each day until such milestone as per the Phase Completion Schedule is achieved, provided that if any or all milestones for a Phase Completion Schedule or the Scheduled Completion Date are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule F shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule F has been amended as above, provided further that in the event COD for a concerned Phase is achieved on or before the Scheduled Completion Date for such Phase, the Damages paid under this Clause 12.5.3 shall be refunded by the Authority to the Concessionaire, but without any interest thereon. It is agreed that recovery of Damages under this Clause 12.5.3 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination.

12.5.4 In the event that a Phase is not completed within 180 (one hundred and eighty) days from the Scheduled Completion Date, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to terminate this Agreement. Notwithstanding the provisions contained herein, the Concessionaire shall also be liable to pay other amounts as may be payable under the Applicable Laws, for any delay in the achievement of Phase I Completion Date within the said period of 270 (two hundred and seventy) days from the Scheduled Completion Date.

12.6 Development of Project Facilities

12.6.1 Subject to the provisions of Clause 12.5, the Concessionaire shall undertake development of the Project Facilities as specified in Schedule B, and in conformity with the Specifications and Standards set forth in Schedule C, Applicable Laws and Applicable Permits.

12.6.2 Any development, addition or modification to the Project Facilities shall be in accordance with the design and Master Plan, and in harmony with the overall design and environment of the Airport, but in any event, it shall be cost effective and in the best interests of the Users.

12.7 Expansion of the Airport

12.7.1 As and when capacity of the Airport, as specified in the Master Plan, falls short of the norms and standards specified in this Agreement and/ or by ICAO Documents and Annexes, the Concessionaire shall undertake capacity addition and expansion thereof, to meet such shortfall. In such regard, the Concessionaire shall procure all the Applicable Permits as may be required for undertaking any such expansion, unconditionally, or if subject to conditions, then fulfil all such conditions by the date and in the manner specified therein, in full.

12.7.2 Without prejudice to the provisions of this Article 12, the Concessionaire shall ensure and procure that expansion of the Project Facilities shall be in accordance with the Architectural Design and Master Plan, and in harmony with the overall design and environment of the Airport.

ARTICLE 13. MONITORING OF CONSTRUCTION

13.1 Quarterly progress reports

During the Development Period, the Concessionaire shall, no later than 7 (seven) days after the close of each quarter, furnish to the Authority, a report on progress (both physical and financial) of the Construction Works executed and next quarter's construction plan along with relevant information as may be required by the Authority.

13.2 Inspection

During the Development Period, the Independent Engineer shall inspect the Airport works, considering the quarterly progress reports submitted by the Concessionaire, at least once a quarter and make a report of such inspection ("**Inspection Report**") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Phase Completion Schedule, Scope of the Project, Specifications and Standards, Applicable Laws and the Applicable Permits. It shall send a copy of the Inspection Report to the Authority and if required Authority shall notify Concessionaire to rectify and remedy the defects or deficiencies, if any identified in the Inspection Report and the Concessionaire, within 15 (fifteen) days of receipt of such notification from the Authority, shall rectify and remedy the defects or deficiencies, if any. Such inspection or submission of Inspection Report by the Independent Engineer shall not relieve or absolve the Concessionaire of its obligations and liabilities hereunder in any manner whatsoever. The Parties expressly agree that the functions of the Independent Engineer under this Article 13 shall not include City Side Development.

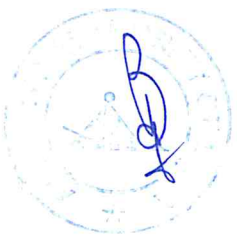
13.3 Tests

13.3.1 For determining that the Construction Works conform to the Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests, at such time and frequency and in such manner as may be specified by the Independent Engineer from time to time, in accordance with Good Industry Practice, Applicable Laws, Applicable Permits and this Agreement, for quality assurance. The size of sample for such tests shall, to the extent possible, not exceed 10% (ten percent) of the quantity and/or number of tests the total works performed. The Concessionaire shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the Independent Engineer and furnish the results thereof to the Independent Engineer. Provided, however, that the Independent Engineer may, instead of carrying out the tests specified hereunder, at its option, decide to witness, or participate in, any of the tests to be undertaken by the Concessionaire for its own quality assurance in accordance with Good Industry Practice, Applicable Laws, Applicable Permits and this Agreement, and in such an event, the Concessionaire shall cooperate with, and provide the necessary assistance to, the Independent Engineer for discharging its functions hereunder.

13.3.2 In the event that results of any tests conducted under this Clause 13.3 establishes any defects or deficiencies in the Construction Works, the Concessionaire shall carry out remedial measures and furnish a report to the Independent Engineer in this behalf. The Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests to determine that such remedial measures have brought the Construction Works into compliance with the Specifications and Standards, and the procedure set forth in this Clause 13.3 shall be repeated until such Construction Works conform to the Specifications and Standards.

13.3.3 It is agreed that tests pursuant to this Clause 13.3 shall be undertaken in addition to and independent of the tests that shall be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice, Applicable Laws and the Applicable Permits. It is also agreed that a copy of the results of such tests shall be sent by the





Concessionaire to the Independent Engineer forthwith.

13.4 Delays during construction

Without prejudice to the provisions of Clause 12.5.2, if the Concessionaire does not achieve any of the Phase Milestones or the Independent Engineer shall have reasonably determined that the rate of progress of Construction Works is such that the Construction Works are not likely to be completed by the Scheduled Completion Date, it shall notify the Authority and the Authority in-turn notify the Concessionaire to this effect, and the Concessionaire shall, within 15 (fifteen) days of such notice, by a communication inform the Authority and the Independent Engineer in reasonable detail about the steps it proposes to take to expedite the progress and the period within which it shall achieve Phase I Completion Date.

13.5 Suspension of unsafe Construction Works

13.5.1 Upon recommendation of the Independent Engineer to this effect, the Authority may by notice require the Concessionaire to suspend forthwith the whole or any part of the Construction Works if, in the reasonable opinion of the Authority, such work threatens the safety of the Users or any life or property, on or about the Airport. Provided, however, that in case of an emergency, the Authority may *suo moto* issue the notice referred to hereinabove.

13.5.2 The Concessionaire shall, pursuant to the notice under Clause 13.5.1, suspend the Construction Works or any part thereof for such time and in such manner as may be specified by the Authority and thereupon carry out remedial measures to secure the safety of suspended works and the life and property. The Concessionaire may by notice require the Independent Engineer to inspect such remedial measures forthwith and make a report to the Authority recommending whether or not the suspension hereunder may be revoked. Upon receiving the recommendations of the Independent Engineer, the Authority shall either revoke such suspension or instruct the Concessionaire to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the Authority, and the procedure set forth in this Clause 13.5 shall be repeated until the suspension hereunder is revoked.

13.5.3 Subject to the provisions of Clause 32.7, all reasonable costs incurred for maintaining and protecting the Construction Works or part thereof during the period of suspension ("**Preservation Costs**") shall be borne by the Concessionaire, provided that if the suspension has occurred as a result of any breach of this Agreement by the Authority, the Preservation Costs shall be borne by the Authority. The Preservation Costs shall be specifically excluded for the purposes of the determination of the Aeronautical Charges, to be determined by the Regulator.

13.5.4 If suspension of Construction Works is for reasons not attributable to the Concessionaire, and could not have been foreseen and avoided by the Concessionaire in accordance with Good Industry Practice, the Authority, on recommendation of Independent Engineer, shall determine any extension of the dates set forth in the Phase Completion Schedule to which the Concessionaire is reasonably entitled. In the event that the Scheduled Completion Date is extended pursuant hereto, the Concession Period shall be deemed to be extended by a period equal in length to the period of extension of the Scheduled Completion Date.

13.6 Video recording

13.6.1 During the Development Period, the Concessionaire shall provide to the Authority for every calendar quarter, a video recording, which will be compiled into a 3 (three) hour digital video disc or any substitute thereof, covering the status and progress of Construction Works in that quarter. The first such video recording shall be provided to the Authority within 7 (seven) days of the COD and thereafter, no later than 15 (fifteen) days after the close of each quarter.

Ahmedabad International Airport Ltd * Adani

13.6.2 The video recording to be provided by the Concessionaire pursuant to this Clause 13.6 hereof, shall cover the activities undertaken by the Concessionaire on evenly weekly distribution basis, and shall be a true reflection of the activities undertaken and performed by the Concessionaire during the relevant recording period.

ARTICLE 14. COMPLETION OF PHASE

14.1 Tests

14.1.1 No later than 30 (thirty) days prior to the likely Completion of the relevant Phase, the Concessionaire shall notify the Authority and the Independent Engineer of its intent to subject the relevant Phase to the Tests. The date and time of each of the Tests shall be determined by the Concessionaire in consultation with the Independent Engineer, and notified to the Authority who may designate its representative to witness the Tests. In the event of the Concessionaire and the Independent Engineer failing to mutually agree on the dates for conducting the Tests, the Concessionaire shall fix the dates by not less than 15 (fifteen) days' notice to the Independent Engineer. It is agreed that the provisions of this Article 14 shall not apply to City Side Development.

14.1.2 All Tests shall be conducted in accordance with Schedule G at the cost and expense of the Concessionaire. The Independent Engineer shall observe, monitor and review the results of the Tests to determine compliance of the Airport with Specifications and Standards and Applicable Permits and if it is reasonably anticipated or determined by the Independent Engineer during the course of any Test that the performance of the Airport or any part thereof does not meet the Specifications and Standards, it has the right to suspend or delay such Test and require the Concessionaire to remedy and rectify the defects or deficiencies. Upon completion of each Test, the Concessionaire shall provide to the Independent Engineer and the Authority copies of all Test data including detailed Test results.

14.1.3 The Authority and/or the Independent Engineer may require the Concessionaire to carry out or cause to be carried out additional Tests at the Concessionaire's cost, in accordance with Good Industry Practice, for determining the compliance of the Airport with the Specifications and Standards, Applicable Laws and Applicable Permits, or has a reasonable doubt about the adequacy of the strength of the physical structure of the Runway, taxiways, apron, ATC Facility and Terminal Building, for any of the following reasons:

(a) results of compressive strength on concrete test cubes falling below the specified strength;

(b) premature removal of formwork;

(c) inadequate curing of concrete;

(d) over loading during the construction of the structure or part thereof;

(e) presence of honey–combed or damaged concrete that may affect the stability of the structure to carry the design load; or

(f) any other reason which may result in the structure or any part thereof being of less than the expected strength.

14.2 Completion

Upon completion of the Construction Works as per the provisions of this Agreement ("**Completion**") and the Independent Engineer determining the Tests to be successful, the Concessionaire shall submit to the Authority with a copy to the Independent Engineer a Completion Report ("**Completion Report**"). The Completion Report will include the test data, procedures followed, test results and the Independent Engineer shall on verification of the Completion Report of the Concessionaire, recommend the Authority for issue of Completion Certificate ("**Completion Certificate**") for completion of the physical construction of the

relevant Phase in accordance with the terms of this Agreement, and the Concessionaire will remain obligated to obtain all the necessary Applicable Permits, before starting the commercial operations, in accordance with the Applicable Laws.

14.3 **Provisional Completion**

14.3.1 The Authority may, at the request of the Concessionaire and subject to the recommendations of the Independent Engineer and obtaining of all the requisite Applicable Permits including DGCA license, allow commercial operations of the Construction Works if the Tests are successful and the Construction Works can be safely and reliably placed in commercial operation though certain works or things forming part thereof are outstanding and not yet complete ("**Provisional Completion**"). In such an event, the Independent Engineer shall in consultation with Concessionaire, submit to the Authority, a list of outstanding items which shall be subsequently signed jointly by the Authority, Independent Engineer and the Concessionaire ("**Punch List**").

14.3.2 The Parties hereto expressly agree that the operation under this Clause 14.3 may, upon request of the Concessionaire to this effect, be allowed for operating part of the Airport, if it can be safely and reliably placed in commercial operation in accordance with the provisions of Clause 14.3.1. Upon allowing operation under this Clause 14.3, the provisions of this Agreement shall apply to such completed part of the Airport, and the rights and obligations of the Concessionaire for and in respect of such completed part of the Airport shall be construed accordingly.

14.3.3 The Concessionaire will remain obligated to complete the Punch List items within the prescribed period and obtaining of all the necessary Applicable Permits in accordance with the Applicable Laws.

14.4 **Completion of Punch List items**

14.4.1 All items in the Punch List shall be completed by the Concessionaire before the Scheduled Completion Date and for any delay thereafter, other than for reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to recover Damages from the Concessionaire to be calculated and paid for each day of delay until all items are completed, at the lower of: (a) 0.1% (zero point one percent) of the Performance Security, and (b) 0.2% (zero point two percent) of the cost of completing such items as estimated by the Independent Engineer. Subject to payment of such Damages, the Concessionaire shall be entitled to a further period not exceeding 120 (one hundred and twenty) days for completion of the Punch List items. If completion of any item is delayed for reasons solely attributable to the Authority or due to Force Majeure, the completion date thereof shall be determined by the Independent Engineer in accordance with Good Industry Practice.

14.4.2 Upon completion of all Punch List items, the Concessionaire shall, if required, undertake the applicable Tests in presence of the Independent Engineer and the Concessionaire shall submit its Completion Report to the Authority and Independent Engineer. Failure of the Concessionaire to complete all the Punch List items within the time set forth in Clause 14.4.1 for any reason, other than conditions constituting Force Majeure or for reasons solely attributable to the Authority, shall entitle the Authority to terminate this Agreement.

14.5 **Withholding of Completion Certificate**

14.5.1 If the Independent Engineer determines that the Airport or any part thereof does not conform to the provisions of this Agreement and cannot be safely and reliably placed in commercial operation, it shall forthwith make a report in this behalf and send copies thereof to the Authority and the Concessionaire. Upon receipt of such a report from the Independent Engineer and after conducting its own inspection, if the Authority is of the opinion that the Airport is not fit and safe for commercial service, it shall, within 7 (seven) days of receiving the aforesaid report,

notify the Concessionaire of the defects and deficiencies in the Airport and direct the Independent Engineer to withhold issuance of the provisional certificate or Completion Certificate, as the case may be. Upon receipt of such notice, the Concessionaire shall remedy and rectify such defects or deficiencies and thereupon Tests shall be undertaken in accordance with this Article 14. Such procedure shall be repeated as necessary until the defects or deficiencies are rectified to the satisfaction of the Authority.

14.5.2 Notwithstanding anything to the contrary contained in Clause 14.5.1, the Authority may, at any time after receiving a report from the Independent Engineer under that Clause, direct the Independent Engineer to issue a provisional certificate under Clause 14.3, and such direction shall be complied forthwith.

14.6 **Rescheduling of Tests**

If the Independent Engineer certifies to the Authority and the Concessionaire that it is unable to issue the Completion Certificate or provisional certificate, as the case may be, because of events or circumstances on account of which the Tests could not be held or had to be suspended, the Concessionaire shall be entitled to re-schedule the Tests and hold the same as soon as reasonably practicable.

ARTICLE 15. ENTRY INTO COMMERCIAL SERVICE

15.1 Commercial Operation Date

15.1.1 The commercial operation date ("**COD**") of this Concession shall be the date on which all Conditions Precedent have been satisfied in accordance with Article 4 and the Concessionaire has achieved Financial Close, and the Concessionaire shall from the COD be entitled to commence the operation and management of the Airport and shall be entitled to demand and collect Fee in accordance with the provisions of Article 28.

15.1.2 The Concessionaire hereby agrees and undertakes that it shall achieve COD within 180 (one hundred and eighty) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 90 (ninety) days subject to payment of Damages to the Authority in a sum calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period of 90 (ninety) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in COD has occurred as a result of any default or delay by the Authority in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure. For the avoidance of doubt, the Damages payable hereunder shall be in addition to the Damages payable under Clause 4.2.

15.2 Termination due to Delay

Notwithstanding anything to the contrary contained in this Agreement, but subject to Clause 32.6.1, in the event that COD does not occur, for any reason whatsoever, within the period set forth in Clause 15.1, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

ARTICLE 16. TRANSITIONAL ARRANGEMENTS

16.1 Transfer of finances

16.1.1 All revenues, receipts, expenditure and other financial transactions for and in respect of the Airport shall be deemed to be transferred from the Authority to the Concessionaire with effect from 0000 (zero zero zero zero) hours on COD and all rights, obligations and liabilities in respect thereof shall vest exclusively in the Concessionaire from that hour and until the Transfer Date.

All liabilities incurred by the Authority prior to COD, including any debt obligations and payments to the Authority or any third party, shall continue to vest in the Authority at all times, and the Authority shall indemnify, defend, save and hold harmless the Concessionaire against any and all suits, proceedings, actions, demands and claims for any loss, damage, cost and expense of whatever kind and nature under or in connection with any Novated Contracts or the Non-Novated Contracts arising before the COD. Provided that the Authority shall not be liable for any individual claim which is less than Rs. 2,00,00,000 (Rupees Two Crore), nor shall the aggregate liability of the Authority for all claims (excluding related interest and enforcement costs) under any or all Novated Contracts and/ or Non-Novated Contracts be equal to or exceed Rs 20,00,00,000 (Rupees Twenty Crore).

16.1.2 All existing security deposits, earnest money deposits, bank guarantees, performance securities or other like instruments for and in respect of the Airport, including those as may have been furnished by the counterparty(ies) to all Novated Contracts, shall be released to the counter party by the Authority upon the same being submitted by such counterparty to the Concessionaire, within 180 (one hundred eight) days of COD.

16.2 Transfer of Non-Aeronautical Assets

Subject to Clause 16.3, the Concessionaire shall be deemed to have assumed control of all Non-Aeronautical Assets on the COD.

16.3 Transfer of Aeronautical Assets

The Concessionaire shall be deemed to have assumed control of all Aeronautical Assets and Terminal Building on the COD.

16.4 Obligations of the Authority during joint management

16.4.1 The Authority shall ensure and procure that during the Joint Management Period, all its employees serving at the Airport discharge their respective functions and duties, in accordance with the directions of the Concessionaire, to the best of their ability and with integrity and efficiency.

16.4.2 The Authority or its employees shall not be liable for any act or omission during the Joint Management Period, save and except where such act or omission was on account of gross negligence or wilful default.

16.4.3 The Concessionaire shall procure the aerodrome license within 1 (one) year from the COD. Notwithstanding anything to the contrary contained in this Agreement, the Authority shall continue to act as the Aerodrome Operator of the Airport in accordance with Applicable Laws, including the Aircraft Rules, 1937 and Paragraph 7.3 of the Civil Aviation Requirements (CAR) dated October 16, 2006, issued by the DGCA, and shall be responsible for operation of the Airport till such time the aerodrome license is granted to the Concessionaire; provided, however, that all liabilities arising as result thereof shall be deemed to be the liabilities of the

Concessionaire.

16.4.4 It is clarified that, during the Joint Management Period, the Concessionaire shall be wholly responsible for operations, development and management of the Airport, and the Authority shall not have any obligations and/ or rights in this regard, save as otherwise set out in this Agreement.

16.5 Observation Period prior to COD

The Authority shall, for a period of 60 (sixty) days prior to COD, enable the Concessionaire and all persons designated by it to enter the Airport and observe the functioning of the staff, equipment, systems, and facilities at the Airport. The Authority shall instruct its staff to cooperate with the Concessionaire and its designated persons and assist them in acquiring the knowledge and skills necessary for operating the Airport after COD. Provided, however, that the provisions of this Clause 16.5 shall apply only after the Concessionaire has provided the Performance Security in accordance with the provisions of Article 9.

ARTICLE 17. CHANGE OF SCOPE

17.1 Change of Scope

17.1.1 Notwithstanding anything to the contrary contained in this Agreement, any addition to or omission from the obligations forming part of the Scope of the Project shall be considered as change of scope ("**Change of Scope**"). Any Change of Scope shall be made in accordance with the provisions of this Article 17.

17.1.2 If the Concessionaire determines at any time that a Change of Scope is necessary for providing safer and improved services to the users, it shall by notice in writing, require the Authority to consider such Change of Scope. The Authority shall, within 15 (fifteen) days of receipt of such notice, either accept such Change of Scope with modifications, if any, and initiate proceedings there for in accordance with this Article 17 or inform the Concessionaire in writing of its reasons for not accepting such Change of Scope.

17.1.3 Any works or services which are performed as a Change of Scope in accordance with this Article 17 shall form part of the Airport and the provisions of this Agreement shall apply *mutatis mutandis* to such works or services.

17.1.4 The Concessionaire acknowledges and agree that any expansion of Aeronautical Assets and Non-Aeronautical Assets, which is necessary for compliance of the provisions of this Agreement shall not form part of Change of Scope and shall be undertaken at the cost and expense of the Concessionaire.

17.2 Procedure for Change of Scope

17.2.1 In the event, the Authority determining that a Change of Scope is necessary, it shall issue to the Concessionaire a notice specifying in reasonable detail the works and services contemplated thereunder ("**Change of Scope Notice**").

17.2.2 Upon receipt of a Change of Scope Notice, the Concessionaire shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary Documentation in support of:

(a) the impact, if any, which the Change of Scope is likely to have on the Phase Completion Schedule if the works or services are required to be carried out during the Development Period; and

(b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof.

17.2.3 Upon receipt of information set forth in Clause 17.2.2, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Concessionaire, and the Parties shall, with assistance of the Independent Engineer, thereupon make good faith efforts to agree upon the manner of the implementation of the Change of Scope. Upon reaching an agreement, the Authority shall issue an order ("**Change of Scope Order**") requiring the Concessionaire to proceed with the performance thereof. In the event, the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the Concessionaire to proceed with the performance thereof pending resolution of the Dispute.

17.2.4 The provisions of this Agreement, insofar as they relate to Construction Works and Tests, shall apply *mutatis mutandis* to the works undertaken by the Concessionaire as a Change of Scope under this Article 17.

17.2.5 Any such Change of Scope shall be made in accordance with the provisions of this Article 17 subject to the approval of the Regulator, including with respect to decision of the Regulator for determination of the Aeronautical Charges. The Authority shall not make any payment to the Concessionaire with regard to works or services forming part of the Change of Scope.

17.3 Power of the Authority to undertake works and services

17.3.1 Notwithstanding anything to the contrary contained in this Article 17, the Authority may, after giving notice to the Concessionaire and considering its reply thereto, award any works or services forming part of the Change of Scope, to any person on the basis of open competitive bidding, provided that the Concessionaire has the option of participating in the bid process, subject to payment of 2.50% (two point five zero percent) of the estimated cost of such works or services, to the Authority. The Concessionaire shall be entitled to exercise such one-time option only if it has participated in the bidding process and its bid is within 10% (ten percent) of the first ranked bid thereof. If the Concessionaire is not implementing any such works or services, the Concessionaire shall provide access, assistance and cooperation to the person who undertakes the works or services hereunder.

17.3.2 The works or services undertaken in accordance with this Clause 17.3 shall conform to the Specifications and Standards and shall be carried out in a manner that minimises disruption in the operations, management and development of the Airport. The provisions of this Agreement, insofar as they relate to Construction Works and Tests, shall apply *mutatis mutandis* to the works carried out under this Clause 17.3.

17.4 Costs for implementation of Change of Scope

Notwithstanding the award of the works or services forming part of the Change of Scope to the Concessionaire or otherwise pursuant to this Article 17, any costs incurred by the Authority herein, shall be informed by the Authority to the Concessionaire on the completion of such works or services. The Concessionaire shall submit a statement of such costs along with its application for the determination of the Aeronautical Charges to the Regulator, and pay to the Authority, all such amounts in 6 (six) equal monthly instalments thereof.

ARTICLE 18. OPERATION, MAINTENANCE AND MANAGEMENT

18.1 O&M Obligations of the Concessionaire

18.1.1 During the Concession Period, the Concessionaire shall operate and maintain the Airport in accordance with this Agreement, Applicable Laws and Applicable Permits, either by itself, or through O&M Contractors and if required, modify, repair or otherwise make improvements to the Airport to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and conform to Specifications and Standards and Good Industry Practice. The obligations of the Concessionaire hereunder shall include but not limited to:

(a) ensuring to provide the Aeronautical Services, Non-Aeronautical Services and such other services, as are required as per the terms of this Agreement and Good Industry Practice;

(b) permitting safe, smooth and uninterrupted movement of Users and flow of traffic on the Airport, including prevention of loss or damage thereto, during normal operating conditions;

(c) collecting and appropriating the Fee;

(d) minimising disruption to the operation of the Airport, including airside, Terminal Building and land side, in the event of accidents or other incidents affecting the safety and use of the Airport by providing a rapid and effective response and maintaining liaison with emergency services of the State;

(e) carrying out periodic preventive maintenance of the Airport;

(f) ensuring that the Aeronautical Assets, including Runway, taxiways, aprons and approach areas are maintained and operated in accordance with the provisions contained in Applicable Laws, Applicable Permits and relevant ICAO Documents and Annexes;

(g) ensuring that Runway, including the strips, shoulders, stop way and runway end safety area for Runway and strips and shoulders for taxiways and isolation bays are maintained in accordance with the provisions contained in Applicable Laws, Applicable Permits and relevant ICAO Documents and Annexes;

(h) ensuring that the obstacle limitation surfaces of the Airport and the approach and take-off areas are free from obstructions or that the obstructions shall be limited to the permissible limits specified in Applicable Laws, Applicable Permits and relevant ICAO Documents and Annexes;

(i) undertaking routine maintenance including prompt repairs of cracks, joints, drainage systems, embankments, structures, buildings, pavement markings, signaling systems, communication systems, lighting, signage and other equipment;

(j) undertaking major maintenance such as repairs to structures, repairs and refurbishment of equipment, signaling and communication system and major overhaul of equipment;

(k) ensuring that the sensitive and critical areas, as identified by the Authority or the Designated GOI Agency, as the case may be, for the operation of CNS/ATM Equipment and facilities shall be maintained free of any obstructions and that no obstruction which may hamper the safety or functioning of these equipment and facilities or endanger the safety of aircraft operations shall be permitted;

Ahmedabad International Airport Ltd * Adani

(l) ensuring that appropriate arrangements and precautions have been undertaken at the Airport to prevent bird and animal nuisance in and around the Airport, in accordance with the Applicable Laws and Good Industry Practices;

(m) maintaining the Airfield Lighting System and the main and standby power supply systems in accordance with the standards prescribed in Applicable Laws and relevant ICAO Documents and Annexes, and DGCA Civil Aviation Requirements, as may be issued or updated from time to time, and relevant codes and standards;

(n) preventing, with the assistance of the concerned law enforcement agencies, any encroachments on, unauthorised entry to or unauthorised use of the Airport;

(o) protection and conservation of the environment and provision of equipment and materials therefor;

(p) operation and maintenance of all communication, control and administrative systems necessary for the efficient operation and management of the Aeronautical Services and Non-Aeronautical Services;

(q) maintaining a public relations unit to interface with and attend to suggestions from the Users, Government Instrumentalities, media and other agencies in accordance with the Applicable Laws, for providing the requisite information;

(r) complying with Safety Requirements in accordance with Article 18;

(s) operation and maintenance of all Project Assets diligently and efficiently and in accordance with Good Industry Practice;

(t) maintaining punctuality and reliability in operating the Airport;

(u) maintaining a high standard of cleanliness and hygiene on the Airport including disposal of all kinds of waste at an appropriate location;

(v) taking all measures relating to fire precautions in accordance with relevant ICAO standards or appropriate international guidelines, Applicable Laws, Applicable Permits and Good Industry Practice;

(w) providing all the requisite information, data, operating statistics, etc., as may be required by the Authority, any of the Government Instrumentality, DGCA, State Government or GOI, from time to time.

18.1.2 The Concessionaire shall promptly remove from the Airport all surplus construction machinery and materials, waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the Airport in a clean, tidy and orderly condition, and in conformity with Applicable Laws, Applicable Permits and Good Industry Practice.

18.1.3 The Concessionaire shall maintain, in conformity with Good Industry Practice, all stretches of approach roads, over-bridges/ under-bridges, over-passes, under-passes or other structures or utilities situated on the Site, as per Article 11.

18.2 **Maintenance Requirements**

The Concessionaire shall at all times comply with Applicable Law in the maintenance of the

International Airport Ltd * Adani Ahmedabad

Airport and will maintain, keep in good operating repair and condition in accordance with Applicable Laws, Applicable Permits, the standards prescribed in the relevant ICAO Documents and Annexes and Good Industry Practice or renew, replace and upgrade to the extent reasonably necessary, the Airport. All maintenance, repair and other works shall be carried out in such a way as to minimise inconvenience to Users of the Airport.

18.3 **Safety, breakdowns and accidents**

18.3.1 The Concessionaire shall ensure safe conditions for the Users, and in the event of unsafe conditions, damage to Runway or taxiway, disruption in Airfield Lighting System, breakdowns and accidents, it shall follow the relevant standard operating procedures and undertake removal of obstruction and debris without delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits, standards prescribed in the relevant ICAO Documents and Annexes and Good Industry Practice. In this regard, the Concessionaire shall also follow the guidelines prescribed for safety in Schedule I herein.

18.3.2 The Concessionaire's responsibility for rescue operations on the Airport shall include safe evacuation of all Users and staff from the affected area as an initial response to any particular incident and shall also include prompt removal of debris or any other obstruction, which may endanger or interrupt the smooth flow of traffic and movement of the Users. For this purpose, it shall maintain and operate 2 (two) round-the-clock rescue vehicles with rescue equipment and position the vehicles in a manner that allows prompt access to the accident site.

18.4 **De-commissioning due to Emergency**

18.4.1 If, there exists an Emergency which warrants de-commissioning and closure of the whole or any part of the Airport, the Concessionaire shall, as advised by the Authority or designated GOI Agency, be entitled to de-commission and close the whole or any part of the Airport to Users for so long as such Emergency and the consequences thereof warrant, provided that such de-commissioning and particulars thereof shall be notified by the Concessionaire to the Authority without any delay, and the Concessionaire shall diligently carry out and abide by any reasonable directions that the Authority may give for dealing with such Emergency.

18.4.2 The Concessionaire shall re-commission the Airport or the affected part thereof as quickly as practicable after the circumstances leading to its de-commissioning and closure have ceased to exist or have so abated as to enable the Concessionaire to re-commission the Airport and shall notify the Authority of the same without any delay.

18.4.3 Any decommissioning or closure of any part of the Airport and the re-commissioning thereof shall, as soon as practicable, be brought to the notice of affected persons by means of public announcements/notice.

18.4.4 No claim or compensation shall be due and payable to the Concessionaire on account of de-commissioning or restricted use of the Airport or any part thereof during an Emergency or for reasons of national security and public interest.

18.5 **Section Closure**

Save and except as provided in Clause 18.6, the Concessionaire shall not close any section of the Airport for undertaking routine and preventive maintenance or repair works, except with the prior written approval of the Authority and in close coordination with the Designated GOI Agencies who are providing the Reserved Services in the affected section. Such approval shall be sought by the Concessionaire through a written request to be made to Authority, at least 7 (seven) days before the proposed closure of such section and shall be accompanied by particulars thereof. Within 3 (three) days of receiving such request, the Authority shall grant permission

with such modifications as it may deem reasonable and necessary and a copy of such permission shall be sent to the Concessionaire. The need for origination of a notice to airmen (NOTAM) shall be considered in any circumstance which may affect the operations of the aircraft/airport. The Concessionaire shall allow for time necessary for issuance of a notice to airmen (NOTAM) when required.

18.6 **Overriding Powers of the Authority**

18.6.1 If in the reasonable opinion of the Authority, the Concessionaire is in material breach of its obligations under this Agreement and such breach is causing or likely to cause material hardship or danger to the Users, the Authority may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Concessionaire to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.

18.6.2 In the event that the Concessionaire, upon notice under Clause 18.6.1, fails to rectify or remove any hardship or danger within the period notified by the Authority, the Authority may exercise overriding powers under this Clause 18.6 and take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it for rectifying or removing such hardship or danger, provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder, *provided* further that any costs and expenses incurred by the Authority in discharge of its obligations hereunder shall be deemed to be O&M Expenses, and the Authority shall be entitled to recover them from the Concessionaire in accordance with the provisions of this Agreement. The amount so recovered shall not be considered for pass-through in the determination of the Aeronautical Charges.

18.6.3 In the event of a national emergency, civil commotion or any other act specified in Clause 32.3, the Authority may take over, or cause any Designated GOI Agency to take over, the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it, and exercise such control over the Airport or give such directions to the Concessionaire as may be deemed necessary, provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. It is agreed that the consequences of such action shall be dealt in accordance with the provisions of Article 32. It is also agreed that the Concessionaire shall comply with such instructions as the Authority may issue in pursuance of the provisions of this Clause 18.6, and shall provide assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder.

18.7 **Restoration of Loss or Damage to the Airport**

Save and except as otherwise expressly provided in this Agreement, in the event that the Airport or any part thereof suffers any loss or damage during the Concession Period from any cause whatsoever, the Concessionaire shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Airport conforms to the provisions of this Agreement. If such loss or damage has resulted due to any breach or default in the performance obligations of the Concessionaire under this Agreement, then, the costs undertaken by the Concessionaire on the repair or rectification of such loss or damage, shall not be taken into consideration for the purposes of the determination of the Aeronautical Charges.

18.8 **Modifications to the Airport**

18.8.1 Except as otherwise provided in this Agreement concerning the Phase wise development of the Airport and consequential changes that may be necessary due to such developmental works and

approved by the Authority, the Concessionaire shall not carry out any material modifications to the Airport at any time after the Development Period. However, the Concessionaire can undertake any such modifications, where such modifications are necessary for the Airport to operate in conformity with the Master Plan, Specifications and Standards, Good Industry Practice, Applicable Laws, Applicable Permits and the provisions of this Agreement, provided that the Concessionaire shall notify the Authority of the proposed modifications along with particulars thereof at least 30 (thirty) days before commencing work on such modifications and shall reasonably consider any suggestions that the Authority may make within 30 (thirty) days of receiving the Concessionaire's proposal. All modifications made hereunder shall comply with the Safety Requirements, Specifications and Standards, Applicable Laws, Applicable Permits, Good Industry Practice and the provisions of this Agreement.

18.8.2 At no time, such modifications shall adversely impact the operations of the existing and operational parts of the Airport and/ or the Users.

18.8.3 The provisions of this Agreement, insofar as they relate to Construction Works and Tests, shall apply *mutatis mutandis* to the all Construction Works forming part of modification of the Airport.

18.8.4 Notwithstanding anything to the contrary contained in this Agreement, any modification undertaken under Clause 18.8.1 shall not constitute a Change of Scope.

18.9 **Excuse from performance of obligations**

The Concessionaire shall not be considered in breach of its obligations under this Agreement if any part of the Airport is not available to Users on account of any of the following for the duration thereof:

(a) an event of Force Majeure;

(b) measures taken to ensure the safe use of the Airport except when unsafe conditions occurred because of failure of the Concessionaire to perform its obligations under this Agreement; or

(c) compliance with a request from the Authority or the directions of any Government Instrumentality, the effect of which is to close all or any part of the Airport.

Provided that any such non-availability and particulars thereof shall be notified by the Concessionaire to the Authority without any delay.

Provided further that the Concessionaire shall keep all unaffected parts of the Airport open to normal operations, provided they can be operated safely.

18.10 **Barriers and diversions**

The Authority shall procure that during the Concession Period, no barriers or obstructions are erected or placed by any Government Instrumentality on the Airport except for reasons of Emergency, national security, or law and order. The Authority shall also make reasonable endeavours to procure that no Government Instrumentality shall undertake or cause to be undertaken, except for reasons of Emergency, national security or law and order, any diversions, or closing down of approach roads to the Airport that may cause a Material Adverse Effect on the movement to and from the Airport.

18.11 **Use of Airport by Defence Forces and during certain other exigencies**

18.11.1 The Concessionaire acknowledges and agrees that the Defence Forces shall, at all times have the right to use the Airport and all facilities thereof, without any restriction or constraint of any nature whatsoever.

18.11.2 Without prejudice to the provisions of Clause 18.3.1, the Concessionaire's obligations to the Defence Forces in respect of allocation and closure of airspace and usage of the Airport during an Emergency shall be determined by GOI from time to time, and to the extent thereof, the Concessionaire shall be relieved of its obligations to provide services to civilian users of the Airport.

18.11.3 Notwithstanding anything contained contrary elsewhere, the Concessionaire shall:

(a) make the Airport and the Project Facilities available, free of cost and to the extent necessary, for meeting exigencies such as war, natural disaster/ calamities, internal disturbances etc. in accordance with the provisions of the Union War Book of the GOI;

(b) provide uninterrupted landing and parking facilities for defence and other paramilitary aircraft, free of landing and parking charges, and also provide the infrastructure facilities and equipment required for defence operations;

(c) make available to the security agencies access to the Airport for periodic and surprise inspections;

(d) obtain approval of the relevant Government Instrumentalities for hiring of foreign nationals for senior decision making positions in any position at Key Managerial Personnel;

(e) adhere to the security measures laid down by the BCAS and DGCA;

(f) obtain prior verification of the credentials of foreign firms to be engaged for construction, ground handling or other important activities at the Site and the Airport;

(g) obtain clearance relating to the foreign direct investment limits in the development of the Airport from concerned Government Instrumentalities, if so required, and any change in the control or ownership shall be subject to security clearance from national security angle;

(h) ensure the requisite infrastructure for handling international passengers and crew who must pass through immigration and customs; and

(i) ensure appropriate arrangements for health services and plant quarantine at the Airport.

18.12 Electricity, Telecommunication Services, Water and Other Utilities

18.12.1 The Concessionaire shall procure electricity, telecommunication services, water and other such utilities, as may be necessary for operation of the Airport, from the respective local utilities upon payment of charges in accordance with Applicable Laws.

18.12.2 The Concessionaire shall comply with the provisions of the Electricity Act, 2003 and the rules and regulations made thereunder for the purposes of the availing, generation or distribution of the electricity, for the purposes of the Project.

18.13 Environment Audit and Report

18.13.1 The Concessionaire agrees and assures the Authority that it shall comply with all the conditions related to the Airport and the Site as laid by the Ministry of Environment, Forest and Climate Change, GOI, and such other permissions and approvals as may be issued to it from time to time, during operations, management and development of the Airport. The Concessionaire shall submit the compliance report along with all the data and reports as per the requirements stated therein on quarterly basis to the Authority.

18.13.2 The Concessionaire shall procure the facilities and services for measuring the air quality, noise and other environmental parameters as required by the concerned Government Instrumentality from time to time and also maintain and update the said data in the form as set out by the concerned Government Instrumentalities.

18.13.3 The Concessionaire shall within 1 (one) year of the Phase I Completion Date, procure that an independent expert undertakes a full environmental audit of the Airport and provide a copy of such audit to the Authority. Such independent expert shall be appointed with the prior approval of the Authority.

18.13.4 Based on the information from the environmental audit, the Concessionaire shall, within a further period of 6 (six) months prepare and submit an environmental management strategy for the Airport, setting out strategies and actions to manage the environmental condition of the Airport and an environmental monitoring program that assesses over time the environmental condition of the Airport.

18.13.5 The Concessionaire shall review annually or at such intervals as prescribed by the concerned Government Instrumentality, progress under the environmental management strategy and will from time to time update the said environmental management strategy. The Concessionaire shall provide bi-annual reports in relation to progress under the environmental management strategy to the Authority as well as the concerned Government Instrumentality.

18.13.6 The Concessionaire shall ensure that at the time of the Termination and on the Transfer Date, the environmental condition of the Airport meets all statutory and regulatory requirements including as stated in the Environmental Clearance and the Forests Clearance.

18.14 Slot Allocation Guidelines

The Concessionaire shall manage and allocate the aircraft landing and timetable slots at the Airport, and shall allocate such slots in consultation with the airlines and in accordance with the IATA slot allocation guidelines and the guidelines issued by the relevant Designated GOI Agency and/ or the Authority and updated from time to time in a fair, reasonable and equitable manner.

18.15 Safety Requirements

18.15.1 The Concessionaire shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the Users and other persons on or about the Airport, and always ensure the nil or least number of injuries, loss of life or damage to life or property resulting from accidents on or about the Airport, irrespective of the person(s) at fault. In particular, the Concessionaire shall develop, implement and administer a surveillance and safety programme for providing a safe environment on or about the Airport insofar as they relate to safety of the Users while including the measures associated with safe movement, safety management, safety equipment, fire safety, enforcement and emergency response, and shall comply with the safety requirements ("**Safety Requirements**") prescribed in the following, as per the Good Industry Practices:

(a) Applicable Laws and Applicable Permits;

(b) provisions of this Agreement; and

(c) relevant ICAO Documents and Annexes, applicable guidelines of DGCA and other relevant Standards/Guidelines contained in internationally accepted codes.

18.15.2 The Safety Requirements will apply to all Phases of operations, management and development with emphasis on identification of factors associated with accidents, consideration of the same, and implementation of appropriate remedial measures.

18.15.3 The Concessionaire shall develop, implement and administer a surveillance and safety programme for Users, including response to hijacking of aircraft, correction of safety violations and deficiencies and all other actions necessary to provide a safe environment in accordance with this Agreement.

18.15.4 The Concessionaire shall establish an Airport Safety Management Unit ("**ASMU**") to be functional from COD, and designate one of its officers to be in-charge of the ASMU. Such officer shall have specialist knowledge and training in Airport system safety by having attended a course conducted by a reputed organisation on the subject.

18.15.5 The Concessionaire shall keep a copy of every first information report ("**FIR**") recorded by the Police with respect to any accident occurring on the Airport. In addition, the Concessionaire shall also collect data for all cases of accidents not recorded by the Police. The information so collected shall be summarised in the form prescribed by the Authority for this purpose. The Concessionaire shall also record the exact location of each accident on a route map. The aforesaid data shall be submitted to the Authority at the conclusion of every quarter.

18.15.6 The Concessionaire shall submit to the Authority before 31st of May of each year, an annual report (in ten copies) containing, without limitation, a detailed listing and analysis of all accidents of the preceding Accounting Year and the measures taken by the Concessionaire for averting or minimising such accidents in future.

18.15.7 All costs and expenses arising out of or relating to Safety Requirements shall be borne by the Concessionaire, and may be considered by the Regulator as a part of the expenses incurred by the Concessionaire for the purposes of the Airport, while determining or revising the Aeronautical Charges, in accordance with this Agreement, Applicable Laws and Applicable Permits.

18.16 **Maintenance Manual**

18.16.1 No later than 90 (ninety) days prior to the Scheduled Completion Date, the Concessionaire shall, in consultation with the Independent Engineer, evolve a repair, operation and maintenance manual ("**Maintenance Manual**") for the regular and preventive maintenance of the Airport in conformity with the Specifications and Standards, Maintenance Requirements, Safety Requirements, standards prescribed in the relevant ICAO Documents and Annexes, the Applicable Laws, the applicable guidelines notified by the DGCA from time to time and Good Industry Practice and shall provide 5 (five) copies thereof to the Authority and 2 (two) copies to the Independent Engineer. The Maintenance Manual shall be revised and updated once every 3 (three) years and the provisions of this Clause 18.16 shall apply, *mutatis mutandis*, to such revision. The provisions of this Clause 18.16 shall not apply to City Side Development.

18.16.2 Without prejudice to the provision of Clause 18.16.1, the Maintenance Manual shall, in particular, include provisions for maintenance of Project Assets and shall provide for life cycle

Ahmedabad International Airport Ltd * Adani Ahmedabad International Airport Ltd

maintenance, routine maintenance and reactive maintenance which may be reasonably necessary for maintenance and repair of the Project Assets, including replacement thereof, such that their overall condition conforms to Good Industry Practice, the Applicable Laws and the Applicable Permits.

18.17 **Maintenance Programme**

18.17.1 On or before COD and no later than 45 (forty five) days prior to the beginning of each Accounting Year during the Concession Period, the Concessionaire shall provide to the Authority and the Independent Engineer, its proposed annual programme of preventive, urgent and other scheduled maintenance ("**Maintenance Programme**") to comply with the Maintenance Requirements, Maintenance Manual and Safety Requirements. Such Maintenance Programme shall include:

(a) preventive maintenance schedule;

(b) arrangements and procedures for carrying out urgent repairs;

(c) criteria to be adopted for deciding maintenance needs;

(d) intervals and procedures for carrying out inspection of all elements of the Airport;

(e) intervals at which the Concessionaire shall carry out periodic maintenance;

(f) arrangements and procedures for carrying out safety related measures; and

(g) intervals for major maintenance works and the scope thereof.

18.17.2 Within 15 (fifteen) days of receipt of the Maintenance Programme, the Independent Engineer and the Authority shall review the same and convey its comments to the Concessionaire with particular reference to its conformity with the Maintenance Requirements, Maintenance Manual and Safety Requirements.

18.17.3 The Concessionaire may modify the Maintenance Programme as may be reasonable in the circumstances, and the procedure specified in Clauses 18.17.1 and 18.17.2 shall apply *mutatis mutandis* to such modifications.

18.18 **Damages for breach of maintenance obligations**

18.18.1 In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover as Damages, to be calculated and paid for each day of delay until the breach is cured, 0.1% (zero point one percent) of the cost of such repair or rectification as estimated by the Independent Engineer. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

18.18.2 The Damages set forth in Clause 18.18.1 may be assessed and specified forthwith by the Independent Engineer; provided that the Authority may, in its discretion, demand a smaller sum as Damages, if in its opinion, the breach has been cured promptly and the Concessionaire is otherwise in compliance with its obligations hereunder. The Concessionaire shall pay such Damages forthwith and in the event that it contests such Damages, the Dispute Resolution Procedure shall apply.

18.19 **Authority's right to take remedial measures**

18.19.1 In the event the Concessionaire does not maintain and/or repair the Airport or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the O&M Inspection Report or a notice in this behalf from the Authority or the Independent Engineer, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Concessionaire, and to recover its cost from the Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty percent) of such cost shall be paid by the Concessionaire to the Authority as Damages. The right of the Authority under this Clause 18.19.1 shall be without prejudice to its rights and remedies provided under Clause 18.18.

18.19.2 The Authority shall have the right, and the Concessionaire hereby expressly grants to the Authority the right, to recover the costs and Damages specified in Clause 18.19.1 directly from the Escrow Account as if such costs and Damages were O&M Expenses, and for that purpose, the Concessionaire hereby agrees to give irrevocable instructions to the Escrow Bank to make payment from the Escrow Account in accordance with the instructions of the Authority under this Clause 18.19.2 and debit the same to O&M Expenses.

ARTICLE 19. O&M SERVICES

19.1 Aeronautical Assets

19.1.1 Save and except as provided in this Agreement, the Concessionaire shall undertake the operation and management of the Aeronautical Assets in accordance with the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.

19.1.2 The Concessionaire shall operate the Aeronautical Assets in accordance with the Specifications and Standards set forth in Schedule C and the standards specified from time to time by the DGCA and ICAO or any successor thereof. Without prejudice to the generality of this Article 19, the Concessionaire shall ensure that the Aeronautical Assets at all times comply with the regulations relating to the safety and security of the Users, life and property, at the Site.

19.1.3 Save and except as provided in this Agreement, the Concessionaire shall regulate the use of the Aeronautical Assets by third parties and provide non-discriminatory access to all the users in accordance with Applicable Laws, Applicable Permits and the provisions of this Agreement. Provision of different levels of services for identified categories of the users shall not be construed as discrimination hereunder.

19.1.4 The Concessionaire shall at all times keep free from obstruction all areas meant for circulation and use by aircraft.

19.1.5 The Concessionaire shall, subject to conformity with the standards for signage as may be specified by ICAO from time to time, provide directions, signs and signals for the safe and efficient use of Aeronautical Assets.

19.1.6 The space and access required for provision of Reserved Services shall be provided by the Concessionaire in accordance with the provisions of Clause 20.7.

19.2 Ground Handling Services

The Concessionaire shall provide or cause to be provided as per Applicable Laws and Good Industry Practice, at its own cost and expense, the infrastructure required for operation of the ground handling services required at the Airport for and in respect of the Users, like aircrafts, passengers and cargo, which shall include ramp handling, traffic handling, aircraft handling, aircraft cleaning, loading and unloading ("**Ground Handling Services**"). Such infrastructure shall include luggage conveyor belts, computer terminals, information technology backbone and associated facilities in accordance with the provisions of this Agreement, Applicable Laws and Good Industry Practice.

19.3 Aircraft Fueling Services

The Concessionaire shall provide, or cause to be provided, the infrastructure required for operation of fueling services on equal access basis for all the aircrafts at the Airport in a transparent and non-discriminatory manner. Such infrastructure shall include tank farms and associated facilities in accordance with the provisions of this Agreement, Applicable Laws and Good Industry Practice.

19.4 Cargo Facilities

19.4.1 (a) The Concessionaire shall upgrade, develop, operate and maintain the Cargo Facilities in accordance with the provisions of this Agreement, Applicable Laws, Applicable Permits, relevant ICAO Documents and Annexes and Good Industry Practice.

(b) Notwithstanding anything to the contrary provided in this Clause 19.4 and Clause 23.5, it is clarified that, where Cargo Facilities have been earmarked for AAICLAS in Schedule A (i) the Concessionaire will not be responsible for operations, development, maintenance and management thereof, nor shall the Concessionaire be bound by the obligations set out elsewhere in this Clause 19.4; and (ii) AAICLAS shall be granted access to the airside by the Concessionaire free of cost.

(c) It is further clarified that, where Cargo Facilities have been earmarked for AAICLAS in Schedule A, there shall be no restriction on the upgradation and/ or development of Cargo Facilities by the Concessionaire, including on grounds of quantum of cargo volumes at the Airport, business potential or impact of such additional facilities on Cargo Facilities earmarked for AAICLAS.

19.4.2 The Concessionaire shall:

(a) make reasonable endeavors to ensure that the Cargo Facilities include adequate cargo and parcel space, handling equipment, storage and handling of perishable cargo and dangerous goods, space for cargo agents and customers, inspection area, office space, automation systems, screening equipment, storage facilities, and facilities for mail handling and courier shipments in accordance with the provisions of this Agreement and Good Industry Practice;

(b) operate and maintain the Cargo Facilities and provide the associated services to airlines and consignors in accordance with the provisions of this Agreement, Applicable Laws and Good Industry Practice;

(c) provide, free of charge and in accordance with Good Industry Practice, operational space and other facilities to the customs, security, quarantine and other Designated GOI Agencies, as the case may be, for discharging their statutory functions;

(d) install and keep operating in good working condition, web-cams, at all the strategic locations, wherever, the cargo facilities are being handled or dealt with in any manner whatsoever.

19.5 Restrictions on use of Cargo Facilities

19.5.1 The Concessionaire shall ensure that the Master Plan earmarks an area for Cargo Facilities, and that such area shall be used only for handling of cargo and for associated activities.

19.5.2 The Concessionaire shall not assign or in any manner create an Encumbrance on any part of the Cargo Facilities, except in accordance with the provisions of Clause 5.2 and Clause 38.2.

19.6 Terminal Building

19.6.1 The Concessionaire shall undertake the operation and management of the Terminal Building in accordance with the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice. Without prejudice to the generality of this Article 19, the Concessionaire shall procure that the spaces within the Terminal Building are used for the respective purposes specified in Schedule B.

19.6.2 The Concessionaire shall operate the Terminal Building in accordance with the Specifications and Standards set forth in Schedule C and the standards specified from time to time by the IATA or any successor thereof.

19.6.3 The Concessionaire shall regulate the use of the Terminal Building and provide non-

discriminatory access to all the Users in accordance with Applicable Laws and the provisions of this Agreement. Provision of different levels of services for identified categories of the users shall not be construed as discrimination hereunder.

19.6.4 The Concessionaire shall at all times keep free from obstruction all areas meant for circulation and use by the Users.

19.6.5 The Concessionaire shall provide and maintain an adequate supply of efficient baggage trolleys within easy reach of the baggage claim areas and at the entry points of the Terminal Building. The Parties agree that advertisements may be displayed on the trolleys.

19.6.6 The Concessionaire shall, depending on demand, procure the availability of porter services for Users on payment.

19.6.7 The Concessionaire shall at all times provide, or cause to be provided, within the Terminal Building, the facilities concerning the free drinking water, seating space, waiting area, vending machines for dispensation of bottled water and popular beverages at maximum retail price, etc., in accordance with the Master Plan.

19.6.8 The Concessionaire shall, subject to conformity with the standards for signage as may be specified by ICAO from time to time, provide directions, signs, signals, public announcement systems and enquiry counters to facilitate the Users and assist them in finding their way to airlines counters, travel facilities, amenities and Cargo Facilities.

19.6.9 Commencing from the date which is 1 (one) year from the COD, the Concessionaire agrees and undertakes to achieve IATA Level of Service Optimum at the Airport. In the event it is observed that the level of service is inferior to IATA Level of Service Optimum during Peak Hours in any quarter and the Concessionaire does not cure the same within 90 (ninety) days from the occurrence of such degradation of level of service in any Concession Year, the Concessionaire shall pay Damages to the Authority which shall be determined at the rate of 0.5% (zero point five percent) of the total revenue from Fees for the immediate preceding quarter.

19.6.10 The Concessionaire shall publish and implement the User Charter in accordance with the provisions of Clause 23.10.

19.7 Users who require Special Assistance

19.7.1 The Concessionaire shall ensure that the Terminal Building shall meet the travelling needs of elderly persons, and physically or visually challenged Users and visitors, including the provision of ramp ways, modified toilets, wheel chairs and earmarked parking slots for Users requiring special assistance in conformity with Good Industry Practice and at no cost to such Users and visitors.

19.7.2 The Concessionaire shall ensure provision of child care room and facilities within the Terminal Building, at no cost to the users.

19.7.3 The Concessionaire shall set up and operate first aid facilities within the Terminal Building in the manner specified in Clause 5.11.

19.8 Reserved Area

19.8.1 The space for the following entities or purposes, shall constitute the Reserved Area in the Terminal Building:

(a) the Authority;

(b) security;

(c) VIP lounges;

(d) immigration;

(e) customs;

(f) quarantine; and

(g) health.

19.8.2 The control over the Reserved Area shall vest in the respective Authority or the Designated GOI Agencies responsible for carrying out the functions for which the space shall be earmarked under Clause 19.8.1 or for any other purpose analogous to the purposes specified in Clause 19.8.1. The obligations of the Concessionaire in respect of Reserved Areas and its access thereto shall be restricted to maintenance of civil works, structures and equipment forming part of the Reserved Area, provided that it shall have unrestricted access thereto in case of Emergency, fire or other similar event.

19.8.3 The Concessionaire shall supply electricity and water, at its own cost and expense, to the Reserved Area within the Terminal Building.

19.8.4 To the extent central air conditioning is installed and operated in the Terminal Building, the Concessionaire shall not deny the benefit thereof to the Reserved Area, provided that this obligation shall not extend to the hours when general air conditioning is switched off for lounges and other common areas within the Terminal Building.

19.8.5 Notwithstanding anything to the contrary contained in this Clause 19.8, the Authority and/ or the Designated GOI Agencies, as the case may be, may, with consent of the Concessionaire, transfer the Reserved Area or any part thereof to the Concessionaire on such terms and conditions as may be agreed upon. In such an event, the Concessionaire shall make best endeavours to cooperate with the Authority and/ or the Designated GOI Agencies, including the agencies designated by it, for procuring a safe and efficient environment in the Reserved Area.

19.8.6 If and when additional space is required for the purposes specified in Clause 19.8.1, the Concessionaire shall, in consultation with the relevant Designated GOI Agency, provide additional space to form part of the Reserved Area on such terms and conditions as may be agreed upon.

19.9 VIP Lounges

The Concessionaire shall provide and maintain, at all times, VIP lounges in the Terminal Building for the use and comfort of the guests and personnel as may be notified by GOI, Designated GOI Agencies, State Government and/ or the Authority to the Concessionaire from time to time.

19.10 Check-in Services

19.10.1 The Concessionaire shall provide or cause to be provided, at its own cost and expense, the infrastructure required for operation of check-in services at the Airport for and in respect of departing Users ("**Check-in Services**"). Such infrastructure shall include counters, self-service check-in kiosks, luggage conveyor belts, computer terminals, IT backbone and associated facilities in accordance with the provisions of this Agreement, Applicable Laws including and

applicable DGCA regulations for ground handling services, relevant ICAO Documents and Annexes and Good Industry Practice.

19.10.2 The Concessionaire shall provide or cause to be provided the Check-in Services to the Users, for and on behalf of airlines, in accordance with the provisions of this Agreement and Good Industry Practice.

19.10.3 Notwithstanding anything to the contrary contained in this Clause 19.10, the Concessionaire shall enable each airline, at the option of such airline, to provide Check-in Services to the Users of that airline on payment of a service fees to the Concessionaire on mutually agreed amount.

19.11 Commercial use of Specified Areas

19.11.1 Subject to the provisions of this Agreement and Applicable Laws, the Concessionaire may utilise the Terminal Building for commercial purposes, such as travel facilities, amenities for Users, restaurants, accommodation and retail.

19.11.2 The Concessionaire shall not assign or in any manner create an Encumbrance on any part of the Airport except in accordance with the provisions of Clause 5.2 and Clause 38.2.

19.11.3 The Concessionaire shall ensure that its licensees and/or sub-lessees do not create public nuisance including excessive noise or cooking smells; do not tout for business, and do not offer counterfeit goods for sale, and they perform their respective activities as per the Applicable Laws, Applicable Permits and Good Industry Practice.

19.12 Parking

19.12.1 The Concessionaire shall or cause to, develop, operate and maintain the Parking in accordance with the provisions of this Agreement, Master Plan, Applicable Laws, Applicable Permits and Good Industry Practice.

19.12.2 The Concessionaire shall regulate the use of Parking by Users or visitors to the Airport in accordance with the provisions of this Agreement and shall permit non-discriminatory use thereof to all passengers and visitors, provided that the Concessionaire may levy charges for the use of Parking in accordance with Clause 19.12.3(h).

19.12.3 The Concessionaire shall:

(a) plan the vehicular parking space keeping in mind passenger ease and convenience and the entry and exits are designed to ensure seamless movement of vehicles;

(b) ensure that adequate parking space shall be provided for two wheelers, cars, private taxis, regular taxis, buses, auto-rickshaws, etc.;

(c) provide parking for different usage like short term, long term and overnight parking;

(d) provide separate free parking space for Reserved Parking and parking for the employees of the Authority and Designated GOI Agency and State Government;

(e) ensure that the Parking is used only for parking of motor vehicles and for no other purpose, save and except advertising and provision of facilities and amenities for Users;

(f) not create an Encumbrance on any part of the Parking except in accordance with the provisions of Clause 5.2 and Clause 38.2;

(g) provide for and follow all provisions under applicable fire and safety norms at the Airport including the parking areas; and

(h) levy charges for the use of Parking at such rates that it may, at its discretion, determine.

19.12.4 The Concessionaire shall develop, operate and maintain a reserved parking ("**Reserved Parking**"), and shall facilitate free use thereof by Exempted Persons and persons who are entitled to use VIP lounges. Along with the Exempted Persons, the following persons shall also be entitled for free parking:

(a) persons engaged in maintenance of law and order and are visiting the Airport or any part thereof, in their official capacity on duty;

(b) fire-fighting personnel and persons on emergency medical service, in their official capacity on duty; and

(c) persons entering the Terminal Building for inspection, survey, construction, operation and maintenance thereof in their official capacity on duty.

19.12.5 The Concessionaire shall at all times provide or cause to be provided, at the Car Park, the minimum of all of the following:

(a) free drinking water outlets at the convenient locations;

(b) food stalls/ vending machines installed at convenient locations for bottled water and popular beverages, hot and cold, at a price which shall not exceed the maximum retail price of each of such product as prevalent in the market outside the Airport.

19.12.6 The Concessionaire shall, adjacent to the entry or exit point of the Parking, provide a waiting hall for the drivers, with adequate seating facilities and toilets in the Parking and shall also provide a public address system for passengers and visitors to call their respective drivers to the designated points at the Terminal Building. Such waiting rooms and the toilets shall be located at the convenient locations and the visitors/ drivers using such waiting room, toilets and other amenities shall not be charged any money for such usage.

19.12.7 The Concessionaire may remove any vehicle that is parked at a place not earmarked or authorised for parking, and park such vehicle in the Parking. If the Concessionaire is not able to shift the vehicle to the Parking for any reason, it may immobilise the vehicle at or near the spot where it is parked. The Concessionaire shall be entitled to recover Fee for such vehicle and also charge a sum equivalent to 5 (five) times the Fee as the pre-determined and agreed cost of immobilising the vehicle or moving it to the Parking, as the case may be. The Concessionaire shall procure that any shifting or immobilising of vehicles under the provisions of this Clause 19.12.7 is undertaken in a manner that does not cause damage to such vehicles.

19.12.8 The Concessionaire shall comply with Applicable Laws with respect to vehicles (private or commercial) that use the approach road to pass through any part of the Terminal Building or Cargo Facilities.

ARTICLE 20. RESERVED SERVICES

20.1 Reserved Services

20.1.1 The Concessionaire acknowledges and agrees that only the Designated GOI Agencies are authorised to undertake the following services ("**Reserved Services**") at the Airport:

(a) CNS/ATM Services;

(b) security services;

(c) meteorological services;

(d) mandatory health services;

(e) customs control;

(f) immigration services;

(g) quarantine services;

(h) any other services, as may be notified by GOI;

Provided that, subject to the Applicable Laws and the Applicable Permits, nothing in this Agreement shall restrict the Authority from requiring the Concessionaire to undertake any or all of the Reserved Services on such terms and conditions as may be mutually agreed between the Parties.

20.1.2 The Authority may from time to time require the Concessionaire to enter into bilateral agreements with any or all of the Designated GOI Agencies for the performance of Reserved Services in accordance with Applicable Laws and Good Industry Practice. The Parties expressly agree that in the event of any substantial increase in cost to be incurred by the Concessionaire for and in respect of the provisions of Reserved Services shall, save and except any increase that may be attributed to increase in WPI during the relevant period, be recoverable by the Concessionaire through an increase in Fees with prior approval of the Regulator.

20.1.3 Where any fees are required to be collected by the Concessionaire from Users in respect of the Reserved Services, the Concessionaire shall do so in accordance with Applicable Laws.

20.2 CNS/ATM Services

20.2.1 The Authority shall, upon fulfilment of the applicable terms and conditions by the Concessionaire, at the request of the Concessionaire, procure the execution of an agreement between the Authority and the Concessionaire, substantially in the form set forth in Schedule Q ("**CNS/ATM Agreement**"), which shall ensure the provision of the CNS/ATM Services at the Airport, at all times during the Concession Period, in accordance with the practices established or recommended from time to time pursuant to the Chicago Convention and on the same terms as applicable to similar services at other airports in India, and in compliance with the directions of DGCA. If the format of the CNS/ATM Agreement is changed or modified by the Authority in its sole discretion any time after the date of this Agreement but before its execution by the Concessionaire, then, the Concessionaire shall execute the CNS/ATM Agreement in such changed or modified format.

20.2.2 The Designated GOI Agency, may at its own cost, install at the Airport, any radars, equipment or facilities necessary for the provision of enroute and terminal air navigation services and the

Concessionaire hereby undertakes to provide all necessary civil infrastructure and necessary support and assistance in respect thereof.

20.3 Airport security

20.3.1 The Concessionaire shall procure the provision of security at the Airport, including for the prevention of terrorism, hijacking, sabotage and/or similar acts or occurrences, through the Designated GOI Agency, in accordance with the Applicable Laws.

20.3.2 The Concessionaire agrees and undertakes that the practices and procedures to be adopted for the security of the Airport, Users, and persons working at the Airport and other persons or property at the Airport shall be in accordance with the guidelines prescribed by the BCAS or Designated GOI Agency.

20.3.3 The Designated GOI Agency shall be entitled to inspect and search the Airport and to search any person or vehicle entering the Site or departing therefrom, without unduly or unreasonably disrupting the operations of the Airport.

20.3.4 The Concessionaire shall not be entitled to any compensation for disruption of its operations or loss or damage resulting from the actions of any Designated GOI Agency, save and except those resulting from willful or grossly negligent acts or omissions or the Designated GOI Agency, as the case may be.

20.4 Police assistance

For regulating the use of the Airport in accordance with Applicable Laws and this Agreement, the Authority shall assist the Concessionaire in procuring assistance from the Police, including for setting up of a Police aid post ("**Police Aid Post**") at the Airport by the Concessionaire.

20.5 Meteorological services

The Authority shall procure that the meteorological facilities and services for provision of CNS/ATM Services at the Airport are provided by the Designated GOI Agency in accordance with the practices established or recommended from time to time pursuant to the Chicago Convention and on the same terms as it is being provided at other similar airports in India. The Concessionaire shall, at its cost and expense, and at no cost to the Authority, provide infrastructure, space in the operational area or space for setting up offices as required for installation of equipment/ instruments and provision of required meteorological services.

20.6 Obligations in respect of Reserved Services

The Concessionaire agrees and undertakes that it shall, at all times during the Concession Period:

(a) make the ATC Facility available to the Designated GOI Agency, for provision of the CNS/ATM Services;

(b) make available the Reserved Area for provision of the Reserved Services in accordance with the provisions of this Agreement;

(c) comply with all rules, regulations and guidelines prescribed by BCAS or the Designated GOI Agency, in connection with the security of the Airport and provide and maintain perimeter fencing or other appropriate protection around the Airport;

(d) provide and maintain all the security equipment as may reasonably be required by

BCAS or the Designated GOI Agency from time to time;

(e) abide by and implement any instructions of the Authority and/or the Designated GOI Agency for enhancing the security within and around the Airport and to permit the Authority and/or the Designated GOI Agency to take such actions as reasonably deemed necessary by them, without unduly or unreasonably disrupting the operations of the Airport;

(f) ensure and procure that the equipment and manpower required for an effective and efficient response to the following events shall be available in accordance with Applicable Laws and Good Industry Practice:

(i) removal of disabled aircraft from the runway;

(ii) bomb threat to any aircraft or the Airport;

(iii) aircraft accidents in and around the vicinity of the Airport;

(iv) non-scheduled aircraft forced to land at the Airport;

(v) fires at the Airport;

(vi) natural calamities and disasters;

(vii) strikes at the Airport;

(viii) unlawful interference with civil aviation; and

(ix) any other emergency at the Airport;

(g) provide support and cooperation to the Designated GOI Agencies in the discharge of their obligations under this Article 20;

(h) provide such information as the Authority and the Designated GOI Agency, may reasonably require for the provision of Reserved Services;

(i) provide at its own cost and expense, continuous supply of electricity, telecommunication services, water and other such utilities that may be required by the Designated GOI Agencies, as the case may be, for provision of Reserved Services or otherwise, as may be required by them; and

(j) notify the Authority and the Designated GOI Agency, in advance of 7 (seven) days, of any proposed closure or withdrawal of any infrastructure or facilities at the Airport, except in case of an Emergency, as per the operating procedures to be mutually agreed between the Parties from time to time.

20.7 Reserved Area

20.7.1 Subject to the provisions of Clause 19.8, the Concessionaire undertakes that it shall, at all times during the Concession Period, provide to the Authority or its nominees, such Reserved Area, access and facilities at the Airport as may be necessary to enable them to perform the Reserved Services in accordance with the provisions of this Agreement. Without prejudice to the above, the Concessionaire shall separately earmark and provide a maximum of 500 (five hundred) sq. ft. of contiguous air-conditioned space in the concourse in the Terminal Building for the Authority.

20.7.2 The Reserved Area shall be used by the Authority or its nominees, in the form and manner, as it may deem so fit, and the same shall not be available to, or used by, the Concessionaire for any other purposes, at any time during the Concession Period. The control and management over the Reserved Area shall vest in the Authority or its nominees, responsible for carrying out the functions for which such area has been earmarked or for any other purpose analogous to such functions. The obligations of the Concessionaire in respect of Reserved Areas and access thereto shall be limited to maintenance of civil works, structures and equipment forming part of the Reserved Area, provided that it shall have unrestricted access thereto in case of Emergency, fire or other similar event.

20.7.3 The Concessionaire shall not reduce or restrict the access, space and facilities provided to the Authority or its nominees, for the provision of Reserved Services, except with the prior consent of the Authority or its nominees, as the case may be.

20.7.4 Notwithstanding anything to the contrary contained in this Clause 20.7, the Authority may, with consent of the Concessionaire, transfer the Reserved Area or any part thereof to the Concessionaire on such terms and conditions as may be agreed upon. In such an event, the Concessionaire shall make best endeavours to cooperate with the Authority, including the agencies designated by it, for procuring a safe and efficient environment in the Reserved Area.

20.7.5 In the event of any expansion of the Airport requiring the shifting or reconfiguration of any space or facilities used for provision of the Reserved Services, the Concessionaire shall notify the Authority or its nominees, as the case may be, and mutually determine any modifications that may be required in respect thereof.

20.7.6 In the event, additional space is required for discharging the specified functions in the Reserved Area, the Authority or its nominees, may, with the consent of the Concessionaire, increase the space comprising the Reserved Area.

ARTICLE 21. MONITORING OF OPERATION AND MAINTENANCE

21.1 Airport Operator's Data Base

The Concessionaire shall set up Airport Operation Data Base ("**AODB**") consisting of an airport operations database, communications layer and visual system that link various systems in the Airport together. The AODB must provide all operations data at the Airport including but not limited to the data related to objective service quality requirement and parameters defining level of service of the Terminal Building and any other such information as may be required by the Authority and/ or any Designated GOI Agency pursuant to this Agreement. AODB shall generate daily, weekly, monthly, quarterly and annual reports as per the requirements of this Agreement. The AODB system should be capable to provide historical, real time data to assist in strategic decision making as well as to help the Concessionaire for various compliance requirements. The Concessionaire shall provide AODB access to the Authority for periodic review and generation of reports.

21.2 Status reports

21.2.1 At all times during the Concession Period, the Concessionaire shall, no later than 7 (seven) days after the close of each quarter, furnish to the Authority a quarterly report, in a form acceptable to the Authority, stating in reasonable detail the condition of the Airport including its compliance or otherwise with the Safety Requirements and the details of the occurrence of any event, and shall promptly give such other relevant information as may be required by the Authority. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.

21.2.2 At all times during Concession Period, the Concessionaire shall, no later than 10 (ten) days after the close of each quarter, furnish to the Authority a quarterly management report, which shall be a summary of:

(a) Key Performance Indicators achieved in the quarter, along with an analysis of reasons for failures, if any, and proposals to remedy the same;

(b) key operational hurdles and deliverables expected in the succeeding quarter along with strategies for addressing the same and for otherwise improving the Airport's operational performance;

(c) key financial parameters for the quarter, as benchmarked against the quarterly budget, the reasons for shortfall, if any, and proposals to remedy the same; and

(d) quarterly budget for the succeeding quarter, along with strategies for improving the Airport's financial performance.

21.2.3 The Concessionaire shall submit the following reports to the Authority on regular basis:

(a) quarterly activity report (Passenger Traffic, aircraft movements, cargo, etc.);

(b) quarterly financial accounts;

(c) annual budget;

(d) latest update of business plan;

(e) annual maintenance program;

(f) other operating statistics as may be required by any Government Instrumentality, including GOI, State Government, Ministry of Civil Aviation, DGCA, the Authority, ICAO or IATA; and

(g) such other reports/ information (or analysis thereof) in relation to the operations, management and development of the Airport and that the Authority may request from time to time.

21.3 Service level monitoring

The Concessionaire shall:

(a) throughout the Concession Period, regularly monitor traffic flows at the Airport and regularly examine levels of service at the Airport;

(b) after achieving the COD, regularly monitor and count Peak Hour passengers enplaning to and deplaning from aircraft at the Airport;

(c) by the 7th (seventh) day after the end of each quarter, provide to the Authority, a detailed report: (i) confirming that the levels of service at the Airport over the preceding quarter (or part thereof) never fell below IATA Level of Service Optimum or describing the dates on or periods of time during which the levels of service at the Airport fell below IATA Level of Service Optimum, and (ii) setting forth its analysis (along with any and all supporting data) of the level of service anticipated at the Airport over the reporting quarter, including any period of time when the level of service at the Airport is projected to fall below IATA Level of Service Optimum; and

(d) promptly advise the Authority in writing, if it otherwise determines that the level of service at the Airport is projected to fall or has fallen below IATA Level of Service Optimum at any time and provide to the Authority any and all data related to such determination along with the mitigation plan for such deficiency.

21.4 Reports of unusual occurrence

The Concessionaire shall, prior to the close of each day, notify the Authority and Designated GOI Agency, by facsimile and e-mail, a report stating accidents and unusual occurrences on the Airport relating to the safety and security of the users and Airport. A weekly and monthly summary of such reports shall also be sent within 3 (three) days of the closing of each week and month, as the case may be. For the purposes of this Clause 21.4, accidents and unusual occurrences on the Airport shall include:

(a) death or injury to any person;

(b) damaged or dislodged fixed equipment;

(c) any damage to or obstruction at the Airport, which results in a slowdown of the services being provided to the users;

(d) any damage or obstruction on the Runway, apron or taxiways;

(e) air traffic congestion at the Airport leading to undue delay in scheduled aircraft operations or congestion at the Terminal Building;

(f) any failure or defect in the Airfield Lighting System;

(g) any obstruction or undue congestion in the provision of Reserved Services;

(h) outages or failure of electricity supply or water supply at the Airport;

(i) outages or failure of air-conditioning facilities at the Terminal Building;

(j) disablement of any closed-circuit television system at the Airport;

(k) communication failure affecting the operation of the Airport;

(l) any incident of bird hits, near bird hits or animal nuisance in and around the operational area, Runway and taxiways;

(m) any incident of theft or robbery at the Airport;

(n) any incident of breach of security at the Airport;

(o) smoke or fire, flooding of the Airport;

(p) substantial damage or destruction to any of the Project Facilities; and

(q) such other relevant information as may be reasonably required by the Authority.

21.5 Inspection

The Authority or its designated agency may, if require, inspect the Airport at least once a year with prior intimation to the Concessionaire. It shall make a report of such inspection ("**O&M Inspection Report**") stating in reasonable detail the compliance of the requirements of this Agreement, Applicable Laws, Applicable Permits, relevant ICAO and IATA standards, service quality requirements prescribed by the Regulator and Good Industry Practices, any defects or deficiencies, and send a copy thereof to the Concessionaire within 7 (seven) days of such inspection.

21.6 Remedial measures

21.6.1 The Concessionaire shall repair or rectify the defects or deficiencies, if any, set forth in the O&M Inspection Report referred to in Clause 21.5 and furnish a report in respect thereof to the Authority within 15 (fifteen) days of receiving the O&M Inspection Report, provided that where the remedying of such defects or deficiencies is likely to take more than 15 (fifteen) days, the Concessionaire shall submit progress reports of the repair works once every week until such works are completed in conformity with this Agreement.

21.6.2 The Authority shall require the Concessionaire to carry out or cause to be carried out tests, at its own cost, to determine that such remedial measures have brought the Airport into compliance with this Agreement and the procedure set forth in this Clause 21.6 shall be repeated until the Airport conforms to this Agreement.

21.7 Access to Management

The Authority shall be entitled to reasonable access, from time to time, to the senior management staff and other relevant officers and employees of the Airport at reasonable times and following reasonable notice to the Concessionaire.

21.8 City Side Development

It is clarified that nothing in this Article 21 shall apply to the City Side Development.

ARTICLE 22. TRAFFIC REGULATION AND CENSUS

22.1 Traffic regulation by the Concessionaire

22.1.1 The Concessionaire shall regulate the vehicular traffic within the Airport and on the roads approaching the Airport in accordance with Applicable Laws and subject to the supervision and control of the Designated GOI Agencies or a substitute thereof, empowered in this behalf under Applicable Laws.

22.1.2 The Concessionaire shall evolve and publicise a system based on Good Industry Practice, such that no User or category of Users is discriminated against or unduly favoured, as the case may be, in the use of the Airport.

22.1.3 The Concessionaire has the right and obligation to manage, operate and regulate the Airport on a common carrier basis providing non-discriminatory services to all persons.

22.2 Census

The Concessionaire shall collect data relating to airside and land side passengers and cargo traffic through the Airport. A monthly statement of such data shall be compiled and furnished forthwith by the Concessionaire to the Authority in the format acceptable to the Authority. Each monthly traffic statement shall include *inter alia* Peak Hour passenger numbers, aircraft movements and cargo tonnage on a daily basis.

22.3 Computer Systems and Network

The Concessionaire shall install, operate and maintain a computer system with round-the-clock connections to the networks of the Authority, Designated GOI Agencies and other related entities, as the case may be, for exchange of data and information useful or necessary for efficient and transparent regulation and management of traffic. For this purpose, it shall follow such protocol for Electronic Data Interchange ("**EDI**") as the Authority or the Designated GOI Agency may specify from time to time. It is agreed that the form specified in Clause 28.9 may be modified by the Authority from time to time for conforming to the requirements and output of EDI.

ARTICLE 23. KEY PERFORMANCE INDICATORS

23.1 Key Performance Indicators

23.1.1 Without prejudice to the obligations specified in this Agreement, commencing from the date which is 1 (one) year from the COD, the Concessionaire shall operate the Airport such that it achieves or exceeds the performance indicators specified in this Article 23 and service quality requirements specified in Schedule H ("**Key Performance Indicators**").

23.1.2 The Concessionaire shall monitor and measure quality of service on the parameters identified under Schedule H herein. The Concessionaire shall submit a performance measurement plan providing details on the measurement mechanism and measurement frequency/ periodicity. The performance measurement plan shall be prepared by the Concessionaire in accordance with the guidance provided under the Applicable Laws, Regulatory Framework and Schedule H.

23.2 Operation of Aeronautical Assets

23.2.1 The Concessionaire shall operate the Aeronautical Assets such that, commencing from the date which is 1 (one) year from the COD, it conforms to the Key Performance Indicators specified in this Clause 23.2 and Schedule H.

23.2.2 The Concessionaire shall, at all times during the Concession Period, maintain the Runway, taxiways, apron and Airfield Lighting System in accordance with the relevant ICAO standards, guidelines of DGCA, Applicable Laws, Applicable Permits and Good Industry Practice.

23.3 Operation of Terminal Building

23.3.1 The Concessionaire shall operate and maintain the Terminal Building such that, commencing from the date which is 1 (one) year from the COD, it conforms to the Key Performance Indicators specified in this Clause 23.3 and Schedule H.

23.3.2 The Concessionaire shall, at all times during the Concession Period, procure that:

(a) the Terminal Building and its toilets are clean, hygienic and free of odour;

(b) there is adequate lighting within the Terminal Building in conformity with the Specifications and Standards as per Schedule C;

(c) the temperature in common areas within the Terminal Building is maintained at comfortable level with respect to outside temperature as per the Good Industry Practices;

(d) all entry and exit points, passages, circulation areas and vehicular traffic are so managed that they do not have a queue with a waiting time exceeding 5 (five) minutes for 95% of the times; and

(e) all lifts, escalators, walkalators, flight information systems, public address systems and lighting systems function efficiently and their availability is no less than 98% (ninety eight percent).

(f) 75% (seventy five percent) of all phone calls during office hours and the scheduled operating time are answered within 30 (thirty) seconds.

23.4 Operation of Vehicle Parking

23.4.1 The Concessionaire shall operate and manage the Parking such that, commencing from the date

which is 1 (one) year from the COD, it conforms to the Key Performance Indicators.

23.4.2 The Concessionaire shall, commencing from the date which is 1 (one) year from the COD, at all times, procure that:

(a) the average time taken from entry into the vehicle park to parking at a vacant slot, including the time for payment of Fee, shall not be more than 5 (five) minutes for at least 95% (ninety-five percent) of the Users thereof;

(b) the average time taken to depart from the parking slot to the exit gate, including the time for payment of Fee, shall not be more than 5 (five) minutes for at least 95% (ninety five percent) of the Users thereof; and

(c) the provision of space and equipment, and the use thereof, is such that handling of vehicles is safe and efficient in conformity with Good Industry Practice.

23.4.3 The Concessionaire shall procure that the Parking is kept clean and with adequate lighting.

23.4.4 The Concessionaire shall provide adequate number of toilets at convenient locations in the Parking and keep them in clean and hygienic condition.

23.5 Operation of Cargo Facilities

The Concessionaire shall procure that the Cargo Facilities developed, operated and maintained by the Concessionaire pursuant to Clause 19.4 of this Agreement:

(a) are kept clean and with adequate lighting;

(b) provide and operate an electronic data interchange facility in accordance with Good Industry Practice;

(c) provide Users of such Cargo Facilities efficient and economical services comparable with Good Industry Practices;

(d) provide adequate number of toilets in the Cargo Facilities and keep them in clean and hygienic condition.

23.6 ISO certification

23.6.1 The Concessionaire shall, within 24 (twenty four) months from Phase I Completion Date, achieve and thereafter maintain throughout the Concession Period, QMS ISO 9001:2008, EMS ISO 14001:2004 and OHSAS ISO 18001:2007 certification and other applicable certification or a substitute thereof for all the facilities at the Airport which are controlled and managed by the Concessionaire, and shall provide a certified copy thereof to the Authority forthwith.

23.6.2 In the event of default in obtaining the certification specified in Clause 23.6.1, the Concessionaire shall, within 15 (fifteen) days thereof, submit to the Authority an action plan that sets out the actions proposed to be taken by the Concessionaire for rectifying its deficiencies and obtaining such certification for all facilities at the Airport.

23.6.3 If the period of default in obtaining the ISO certification under this Clause 23.6 shall exceed a continuous period of 3 (three) months, the Concessionaire shall pay Damages to the Authority in an amount equal to 0.1% (zero point one percent) of the total monthly revenue from Fee for every 1 (one) month of default beyond the aforesaid period of 3 (three) months.

23.7 Target Rating and User Survey

23.7.1 The Concessionaire shall participate in the user survey of ASQ undertaken by Airports Council International ("**ACI**") or any substitute thereof, conducted every quarter and shall ensure that the Airport achieves and maintains a rating of at least 4.5 (four point five) out of 5.0 (five) and/ or shall appear within top 20 (twenty) percentile of all airports, in its category in the world in such survey within 5 (five) years from the COD and maintain the same throughout the rest of the Concession Period.

23.7.2 The Concessionaire shall, within 21 (twenty one) days of the end of each calendar quarter, provide to the Authority a written report on the results of the user survey of ASQ for the immediately preceding quarter, together with its analysis of the results and the action, if any, that it proposes to take for improvement in User satisfaction.

23.7.3 In addition to the user survey specified in Clause 23.7.1, the Authority may, at its cost and expense, engage an independent expert agency to conduct a sample survey of User satisfaction ("**User Satisfaction Survey**") once every calendar quarter to determine the compliance of the provisions of this Article 23 by the Concessionaire. The nature and content of the User Satisfaction Survey shall be determined by the Authority in consultation with the Concessionaire to procure that the outcome is objective and represents a cross-section of Users. It is agreed that in designing the User Satisfaction Survey, the Authority shall rely on Good Industry Practice and conform to similar surveys undertaken from time to time such as the surveys of ASQ currently conducted at other international airports.

23.7.4 In the event that the User Satisfaction Survey reveals that more than 20% (twenty percent) of the Users surveyed are not satisfied with the performance of the Concessionaire, and rank the services as below average, the Authority shall report the findings of such User Satisfaction Survey to the Regulator for taking such action as may be appropriate under the Regulatory Framework. In such an event, the cost of such User Satisfaction Survey shall be reimbursed by the Concessionaire to the Authority.

23.8 Status Report

During Concession Period, the Concessionaire shall, no later than 7 (seven) days after the close of each quarter, furnish a report stating in reasonable detail the compliance with all the Key Performance Indicators specified in this Article 23 and Schedule H along with an analysis of the reasons for failures, if any, and the strategies for addressing the same and for otherwise improving the operational performance of the Airport. The report shall include a quantification of the Damages calculated in accordance with Clause 23.9.

23.9 Damages for shortfall in performance

The Concessionaire shall ensure and procure compliance of each of the Key Performance Indicators specified in this Article 23 and for any shortfall in average performance during a quarter, it shall be liable for Damages. Any such Damages will be determined in consultation with the Regulator and adjusted against Aeronautical Charges for the specified period.

23.10 User Charter

The Concessionaire shall publish and implement a charter articulating the rights and expectations of Users ("**User Charter**") substantially in the form specified in Schedule J. The Concessionaire shall at all times be accountable and liable to Users in accordance with the provisions of the User Charter and Applicable Laws.

23.11 Excuse from Key Performance Indicators

The Concessionaire shall be excused for its default in conforming with any Key Performance Indicators if such default is on account of failure of the Authority to discharge its obligations hereunder.

With changes in technology, user requirements, etc., the Concessionaire as well as the Authority may propose changes to performance indicators and standards specified in Schedule H such that new performance indicators relevant to performance of the Airport are identified and appropriate performance measures set; performance standards for existing indicators are modified, or measurement mechanism for indicators are updated in line with latest developments/ advancements.

Upon either Party proposing such changes, the Authority shall undertake consultations with the Regulator and users on such proposal. Parties shall meet within 60 (sixty) days of such consultations to discuss their observations on the proposal, as well as inputs from consultations with the Regulator and users.

Within 30 (thirty) days of such meeting, the Authority shall propose any adjustments to the initial proposal to incorporate consultation inputs from the Regulator and/or users, as well as observations of both Parties on the proposal as well as inputs from consultations with the Regulator and users. The Authority shall accordingly notify the Concessionaire of changes it proposes to Schedule H. Such changes shall be deemed to have been incorporated as part of the Agreement and become applicable from start of the calendar quarter that is at least 60 (sixty) days after such date of notification by the Authority to the Concessionaire.

In the event of any difference or disagreement between the Parties in matters arising out of the provisions of this Clause 23.11, the Dispute Resolution Procedure shall apply.

23.12 Review of Performance Standards by the Regulator

Notwithstanding anything to the contrary contained in this Article 23, the Regulator may from time to time review the performance of the Concessionaire with respect to fulfilment of Key Performance Indicators and issue such directions as it may deem necessary in exercise of its powers and functions under the Regulatory Framework.

23.13 City Side Development

It is clarified that nothing in this Article 23 shall apply to the City Side Development.

ARTICLE 24. INDEPENDENT ENGINEER

24.1 Appointment of Independent Engineer

24.1.1 The Authority and the Concessionaire shall appoint a consulting engineering firm substantially in accordance with the selection criteria set forth in Schedule K, to be the independent consultant under this Agreement ("**Independent Engineer**"). The Independent Engineer shall be appointed in accordance with the provisions of Schedule K.

24.1.2 The appointment of the Independent Engineer shall be made within 90 (ninety) days of the date of execution of this Agreement, and such appointment shall be valid for a period of 3 (three) years. On the expiry or termination of the said appointment, the Authority shall appoint an Independent Engineer for a further term of 3 (three) years in accordance with the provisions of Schedule K, and such procedure shall be repeated after expiry of each appointment.

24.2 Duties and Functions

24.2.1 The Independent Engineer shall discharge its duties and functions substantially in accordance with the terms of reference set forth in Schedule L.

24.2.2 The Independent Engineer shall submit regular periodic reports (at least once every month) to the Authority in respect of its duties and functions set forth in Schedule L.

24.2.3 A true copy of all communications sent by the Authority to the Independent Engineer and by the Independent Engineer to the Authority shall be sent forthwith by the Independent Engineer to the Concessionaire.

24.2.4 All communications required to be sent by the Independent Engineer to the Concessionaire shall be undertaken through the Authority.

24.3 Remuneration

24.3.1 The remuneration, cost and expenses of the Independent Engineer shall be paid by the Authority, and all such remuneration, cost and expenses shall be reimbursed by the Concessionaire to the Authority within 15 (fifteen) days of receiving a statement of expenditure from the Authority. Any amounts paid to the Independent Engineer shall be considered for a pass-through for the determination of the Aeronautical Charges by the Regulator.

24.4 Termination of Appointment

24.4.1 The Authority may, at its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer in accordance with Clause 24.1.

24.4.2 If the Concessionaire has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Authority and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Authority shall hold a tripartite meeting with the Concessionaire and Independent Engineer for an amicable resolution of the dispute, and if any difference or disagreement between the Authority and the Concessionaire remains unresolved, the Dispute shall be settled in accordance with the Dispute Resolution Procedure. In the event that the appointment of the Independent Engineer is terminated hereunder, the Authority shall appoint forthwith another Independent Engineer in accordance with Clause 24.1.

24.5 Dispute Resolution

If either Party disputes any advice, instruction, decision or direction of the Independent Engineer, or, as the case may be, the assertion or failure to assert jurisdiction, the Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

24.6 Interim arrangement

In the event that the Authority has not appointed an Independent Engineer, or the Independent Engineer so appointed has relinquished its functions or defaulted in discharge thereof, the Authority may, in the interim, designate and authorise any person to discharge the functions of the Independent Engineer in accordance with the provisions of this Agreement, save and except that such person shall not exercise any functions relating to approval as specified in this Agreement for and in respect of the Independent Engineer, and such functions shall be discharged as and when an Independent Engineer is appointed, in accordance with the provisions of this Agreement. Provided, however, that nothing contained in this Clause 24.6 shall in any manner restrict the rights of the Authority to enforce compliance of the provisions of this Agreement.

ARTICLE 25. CITY SIDE DEVELOPMENT

25.1 Development of City Side

25.1.1 The Concessionaire shall be entitled to undertake City Side Development on the land specified in Schedule A, subject to the conditions stipulated in Schedule B and Schedule C, and to exploit such development for commercial purposes with the right to sub-lease any or all parts thereof by means of agreement(s), which agreement(s) shall be identified as a Project Agreement, irrespective of its value and notwithstanding anything contrary contained herein.

25.1.2 The Concessionaire shall undertake or cause to be undertaken the development and maintenance of infrastructure such as roads, electric supply, water supply, sewerage and drainage systems forming part of City Side Development at its cost and in accordance with the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.

25.2 Operation and Maintenance of City Side Development

The Concessionaire shall comply with the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice in the operations, management and development of City Side Development and shall make commercial use thereof subject to the provisions of this Agreement, Applicable Laws and Applicable Permits.

25.3 Costs, Taxes and Revenues

25.3.1 On and from the COD, all costs, expenses, Taxes, fees and charges relating to the City Side Development, including taxes on property, shall be borne by the Concessionaire or reimbursed to the Authority, as the case maybe. Any Taxes on property payable by the Authority to the extent arising out of any development undertaken by the Concessionaire, shall be paid by the Authority in accordance with Applicable Laws and reimbursed by the Concessionaire to the Authority within a period of 60 (sixty) days of receiving a notice from the Authority along with necessary particulars thereof.

25.3.2 All revenues accruing from City Side Development shall be appropriated by the Concessionaire in accordance with the provisions of this Agreement and Applicable Laws.

25.4 Restrictions on City Side Development and Land Use

25.4.1 The Concessionaire shall procure that City Side Development and its land use shall at all times be in conformity with Applicable Laws and exclude construction of the following:

(a) Polluting industries as categorized by the Ministry of Environment and Forests, GOI;

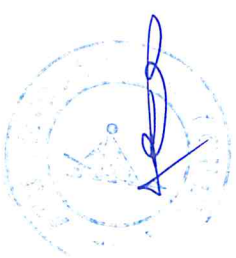
(b) Residential units, Group Housing Societies, or any form of residential development; and

(c) Any activity affecting air operations.

25.4.2 The Concessionaire shall undertake any form of development excluding activities as specified under this Clause 25.4.1.

25.4.3 The Concessionaire acknowledges and agrees that it shall not sub-lease, assign or in any manner create an Encumbrance on any part of City Side Development except in accordance with the provisions of Clause 25.6.





25.5 Restrictions on Floor Space Index (FSI)

Subject to the provisions of the Master Plan, the Floor Space Index ("**FSI**") of City Side Development shall not breach the limit specified by the local authorities under Applicable Laws. The height of any structure to be built on City Side Development shall not exceed the limit generally specified by the Authority or Designated GOI Agency, as the case may be, for different zones adjoining the Airport. The FSI shall be computed with reference to the total area earmarked in the Master Plan as City Side Development, but excluding the areas reserved for roads, parks and other common facilities and amenities.

25.6 Sub-Leasing of City Side Development

25.6.1 Subject to the provisions of Clause 5.2 and this Article 25, the Concessionaire may sub-lease the Project Assets comprising City Side Development such that the period and validity of such sub-lease shall not extend beyond the period specified in Clause 25.7.

25.6.2 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire may sub-lease, assign or in any manner create an Encumbrance on any Project Asset forming part of City Side Development.

25.6.3 The Concessionaire agrees and undertakes that in respect of any sub-lease, assignment or other Encumbrance on any Project Asset forming part of City Side Development, it is entitled to receive a monthly fee, charge, rent or revenue share, as the case may be, and shall not accept any other amount, whether by way of security, deposit, loan, advance or under any other head whatsoever, that exceeds the payment due to the Concessionaire for and in respect of the following 3 (three) years by way of fee, charge, rent or revenue share in respect of such sub-lease, assignment or other Encumbrance. The Concessionaire agrees to procure that the consideration payable to it for any sub-lease, assignment or other Encumbrance shall accrue evenly over the Concession Period and shall be payable no less frequently than once every quarter, provided that nothing in this Article 25 shall prohibit the Concessionaire from adjusting the whole or any part of the consideration in proportion to the fluctuations in the grantee's revenues or profits over the Concession Period or from specifying an annual increase in such consideration.

25.6.4 In the event of any difference or disagreement between the Parties in matters arising out of the provisions of this Clause 25.6, the Dispute Resolution Procedure shall apply.

25.7 Rights of Counterparty on Termination

25.7.1 The Parties expressly acknowledge and agree that the Concessionaire may, in its discretion, enter into agreements, contracts, sub-lease, sub-license and any other material agreements or contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the City Side Development (even if the consideration of the contract less than Rs. 25,00,00,000/- (Rupees Twenty Five Crore) annually) up to the maximum period permissible under Clause 3.1.1.

25.7.2 The Parties further agree that in the event of Termination prior to expiry of such maximum permissible period, the tenure of the contracts referred to in Clause 25.7.1 shall continue as if the contracts were entered by the Authority, and the Authority shall, for the remaining period of each contract, be deemed to be the grantor of the contract by stepping into such contract. By way of illustration, if the Concession Period is 50 (fifty) years and the Concession Agreement is terminated prior to such period, such contract shall extend up to the earlier of the term specified in such contract or the 50th (fiftieth) anniversary of the COD.

25.8 Compliance with Applicable Laws

The Concessionaire agrees and undertakes that it shall, in respect of City Side Development, at all times conform to Applicable Laws and the rules, regulations or by-laws made thereunder relating to buildings, structures, road works, open spaces, electric supply, water supply, sewerage and other like matters.

25.9 Commercial Advertisement or Display

The Concessionaire may undertake or cause to be undertaken commercial advertising or display on City Side Development in conformity with Applicable Laws and the provisions of this Agreement.

Part IV

Financial Covenants

ARTICLE 26. FINANCIAL CLOSE

26.1 Financial Close

26.1.1 The Concessionaire hereby agrees and undertakes that it shall achieve Financial Close within 180 (one hundred and eighty) days from the date of execution of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 90 (ninety) days, subject to the submission of a written request describing the reasons for seeking such extension at least 15 (fifteen) days in advance and payment of Damages to the Authority of a sum calculated at the rate of 0.05% (zero point zero five percent) of the Performance Security for each day of delay, provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 (one hundred and eighty) days shall be granted only to the extent of Damages so paid, provided further that no Damages shall be payable if such delay in Financial Close has occurred as a result of any default or delay by the Authority in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure. The Damages payable hereunder by the Concessionaire shall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.2.

26.1.2 The Concessionaire shall, upon occurrence of Financial Close, notify the Authority forthwith, and shall have provided to the Authority 3 (three) true copies of the Financial Agreements executed thereof, duly attested by a Director of the Concessionaire.

26.2 Termination due to failure to achieve Financial Close

26.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to Clause 32.6.1, in the event that Financial Close does not occur, for any reason whatsoever, within the period set forth in Clause 26.1.1 or the extended period provided thereunder or unless otherwise agreed between the Parties, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement, shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the Parties have, by mutual consent, determined the COD to precede the Financial Close, the provisions of this Clause 26.2.1 shall not apply.

26.2.2 Upon Termination under Clause 26.2.1, the Authority shall be entitled to encash the Bid Security or the Performance Security, as available, and appropriate the proceeds thereof as Damages, provided, however, that if Financial Close has not occurred due to Force Majeure or as a result of the Authority being in default of any of its obligations under Clause 4.2, it shall, upon Termination, release the Bid Security or Performance Security, as the case may be, forthwith along with the Damages due and payable under Clause 4.2. It is expressly agreed that if the Bid Security shall have been substituted by the Performance Security, the Authority shall be entitled to encash therefrom an amount equal to the Bid Security.

Adani Ahmedabad International Airport Ltd

ARTICLE 27. CONCESSION FEE

27.1 Monthly Concession Fee

27.1.1 Subject to Clause 27.3, the Concessionaire agrees to pay to the Authority, during the Concession Period, a monthly concession fee calculated as follows (the "**Monthly Concession Fee**"):

Per Passenger Fee for International Passengers	x	International Passenger Throughput for that month	+	Per Passenger Fee for Domestic Passengers	x	Domestic Passenger Throughput for that month

Where:

"**Per Passenger Fee for Domestic Passengers**" means Rs. 177 (Rupees One Hundred and Seventy Seven), as may be revised pursuant to Clause 27.3;

"**Per Passenger Fee for International Passengers**" means 2 (two) times the Per Passenger Fee for Domestic Passengers;

"**Domestic Passenger Throughput**" for any month shall mean the total domestic Passenger Traffic (embarking and disembarking passengers) as provided by the Authority by the 7th (seventh) day of the subsequent month in the form and manner as may be specified by the Authority from time to time;

"**International Passenger Throughput**" for any month shall mean the total international Passenger Traffic (embarking and disembarking passengers) as provided by the Authority by the 7th (seventh) day of the subsequent month in the form and manner as may be specified by the Authority from time to time;

Provided further that, in the first and that last months of the Concession Period, the International Passenger Throughput and Domestic Passenger Throughput shall be pro-rated by the number of the days in such months as reckoned with respect to the COD or Transfer Date, as relevant.

27.1.2 The Monthly Concession Fee paid/ payable by the Concessionaire to the Authority under and pursuant to the terms of this Agreement shall not be included as a part of costs for provision of Aeronautical Services and no pass-through would be available in relation to the same.

27.2 Verification of Passenger Throughput

The Authority may, in order to verify the International Passenger Throughput and/ or Domestic Passenger Throughput and/ or to ascertain the actual International Passenger Throughput and Domestic Passenger Throughput at the Airport, depute its representatives to the Airport and the offices of the Concessionaire, and undertake such other measures and actions as it may deem necessary. The Authority may call upon the Concessionaire to furnish any and all data, information, log, sheet, document or statement, as the Authority may deem fit and necessary for these purposes.

27.3 Revision of Per Passenger Fee

27.3.1 The Parties hereto acknowledge and agree that the Per Passenger Fee for Domestic Passengers and Per Passenger Fee for International Passengers shall be applicable from the COD and shall be revised annually on each anniversary of the COD to take account of the variation in the CPI (IW).

(a) The Per Passenger Fee for Domestic Passengers in the first 15 (fifteen) Concession Years shall be revised in accordance with the following formula:

$$\text{Per Passenger Fee for Domestic Passengers}_{(CY)} = \text{Per Passenger Fee for Domestic Passengers}_{(CY-1)} \times (1 + 85\% \text{ of Delta CPI (IW)})$$

(a) The Per Passenger Fee for Domestic Passengers in the remaining Concession Years shall be revised in accordance with the following formula:

$$\text{Per Passenger Fee for Domestic Passengers}_{(CY)} = \text{Per Passenger Fee for Domestic Passengers}_{(CY-1)} \times (1 + 50\% \text{ of Delta CPI (IW)})$$

Where:

"**Per Passenger Fee$_{(CY)}$**" means the revised Domestic Per Passenger Fee to be paid by the Concessionaire in the new Concession Year;

"**Per Passenger Fee$_{(CY-1)}$**" means Per Passenger Fee being paid by the Concessionaire in the previous Concession Year;

"**Delta CPI (IW)**" shall be calculated as follows:

$$\frac{\text{[Latest available monthly CPI (IW) as of the date of calculation]} - \text{[CPI (IW) pertaining to 12 (twelve) months prior to such latest available monthly CPI (IW)]}}{\text{CPI (IW) pertaining to 12 (twelve) months prior to such latest available monthly CPI (IW)}}$$

Provided that, in the event that the Delta CPI, in any Concession Year after completion of the first Concession Year is negative, then Delta CPI for such year shall be deemed to be 0 (zero).

27.3.2 The Per Passenger Fee for International Passengers shall be revised in the manner set forth in Clause 27.1.1.

27.4 Payment of Monthly Concession Fee

27.4.1 Pursuant to Clause 27.2, the Authority shall submit to the Concessionaire, an invoice for the payment of the Monthly Concession Fee, which invoice shall also contain the amount of GST which is leviable on payment of the Monthly Concession Fee under Applicable Law, not later than the 15th (fifteenth) day of the subsequent month.

27.4.2 The Concessionaire shall bear any GST which is leviable on the payment of the Monthly Concession Fee to the Authority under Applicable Laws and, shall pay to the Authority, the amount of GST specified in the invoice raised by the Authority pursuant to Clause 27.4.1.

27.4.3 The Concessionaire shall be entitled to deduct any Taxes required to be deducted at source under Applicable Laws while making payment of the Monthly Concession Fee to the Authority.

27.4.4 Further, subject to and in accordance with Clause 35.1.1, in the event of any delay in payment of the Monthly Concession Fee as per this Clause 27.4, the Concessionaire shall pay to the Authority of a sum calculated at the rate of 0.05% (zero point zero five percent) of the Performance Security for each day of delay.

27.5 Yearly Reconciliation of Monthly Concession Fee

27.5.1 The cumulative Monthly Concession Fee payable to the Authority by the Concessionaire for any Concession Year shall be:

$$\sum_{i=1}^{12} Monthly\ Concession\ Fee\ paid\ for\ the\ month\ i\ in\ any\ Concession\ Year$$

27.5.2 The cumulative Monthly Concession Fee paid by the Concessionaire for any Concession Year shall be compared with the Yearly Concession Fee payable for that Concession Year.

For the purpose of this Clause, "**Yearly Concession Fee**" shall be calculated as per the following formula:

Per Passenger Fee for International Passengers for the Concession Year	x	International Passenger Throughput for the Concession Year	+	Per Passenger Fee for Domestic Passengers for the Concession Year	x	Domestic Passenger Throughput for the Concession Year

The adjustment towards any differences in the cumulative Monthly Concession Fee paid by the Concessionaire for a Concession Year and the Yearly Concession Fee for that Concession Year shall be undertaken as part of the Balancing Payment that becomes due and payable as per Clause 31.4 immediately after the completion of the reconciliation.

27.6 Termination for Fall in Passenger Traffic

27.6.1 Notwithstanding the above, in the event that the Passenger Traffic Change is negative by 20% (twenty percent) or more for a consecutive period of 2 (two) Concession Years, the Agreement may be terminated by the Concessionaire within 180 (one hundred and eighty) days of the expiry of the second such Concession Year, by giving a notice of 30 (thirty) days.

Where:

"**Total Passenger Throughput**" means the sum total of International Passenger Throughput and Domestic Passenger Throughput;

"**Passenger Traffic Change**", denoted as a percentage, is calculated as follows:

$$100 \times \frac{\text{Total Passenger Throughput for the current Concession Year} - \text{Total Passenger Throughput for the previous Concession Year}}{\text{Total Passenger Throughput for the previous Concession Year}}$$

27.6.2 Upon such Termination, the Authority shall be liable to pay to the Concessionaire an amount equal to 70% (seventy percent) of the Termination Payment.

27.6.3 It is hereby agreed and acknowledged that the Authority or its Affiliates shall not commission a new airport within a 50 Km radius of the Airport prior to the expiry of 10 (ten) years from the COD.

ARTICLE 28. FEES

28.1 Collection of Fees by the Concessionaire

28.1.1 On and from COD and till the Transfer Date, the Concessionaire has the sole and exclusive right to demand, collect and appropriate Fees from the Users for the provision of the Aeronautical Services and Non-Aeronautical Services, including the airlines and passengers, in accordance with the provisions of the Regulatory Framework and this Agreement including the terms set out in Schedule R (*Memorandum of Understanding*), provided that the Concessionaire may determine and collect Fees at such lower rates as may be agreed with the Users or any category of Users in accordance with the Applicable Laws and Applicable Permits.

28.1.2 The Concessionaire acknowledges and agrees that upon payment of Fee, any User shall be entitled to use the respective specified facility at the Airport, and the Concessionaire shall not place, or cause to be placed, any restriction on such use, except to the extent specified in any Applicable Laws, Applicable Permits or the provisions of this Agreement.

28.1.3 The Concessionaire acknowledges and agrees that any User, who is not liable for payment of Fee shall be entitled to use the Airport, without any restrictions except to the extent specified in any Applicable Laws, Applicable Permits or the provisions of this Agreement. In addition, the Concessionaire may issue passes to its own employees and the employees of contractors, sub-contractors, agents and other persons for free entry into the Airport, subject to Applicable Laws, Applicable Permits and the provisions of this Agreement.

28.1.4 The Parties agree that charges for provision of Airport security services by the Authority or a Designated GOI Agency in accordance with the provisions of the Applicable Laws, shall be recovered by the Concessionaire from the passengers and paid to the Authority or the Designated GOI Agency.

28.2 Collection of Reserved Charges

28.2.1 The Designated GOI Agency shall be entitled to levy, collect and appropriate the charges for the facilities and the services provided or rendered by them including but not limited to the route navigation facilities charges and terminal navigational landing charges from airlines in accordance with Applicable Laws. In the event of failure of any airline to pay such charges, the Designated GOI Agency shall be entitled to suspend provision of such service to the airline and take such steps as it deems fit to recover the charges from such airline.

28.2.2 The Concessionaire hereby acknowledges and agrees that it shall be bound to comply with such directions as the Designated GOI Agency may give for enforcing compliance of the provisions of Clause 28.2.1, including in respect of suspension of provision of such service to any scheduled or non-scheduled air transport operator.

28.3 Principles of Determination and Revision of Aeronautical Charges

28.3.1 The Parties hereto acknowledge and agree that any and all Aeronautical Charges that the Concessionaire can levy, collect and appropriate from a User shall be determined and revised by the Regulator, by way of an order by the Regulator, in accordance with the Regulatory Framework and this Agreement, including the terms set out in Schedule R (*Memorandum of Understanding*), pursuant to an application/ petition to be filed by the Parties in accordance with Applicable Laws.

28.3.2 The GOI has, through the National Civil Aviation Policy dated June 15, 2016, approved, ("**Shared-Till Approval**") the 30% (thirty percent) shared-till framework for the determination and regulation of the Aeronautical Charges for all airports in India, and the same shall be

accordingly considered by the Regulator for the purposes of the determination of the Fees/ Aeronautical Charges pursuant to the provisions of this Agreement. It is clarified that, for the purposes of this Agreement, the Shared-Till Approval shall apply as on the date of this Agreement notwithstanding any subsequent revision or amendment of such Shared-Till Approval.

28.3.3 The Aeronautical Charges shall be regulated and set/ re-set, in accordance with the Shared-Till Approval, terms of this Agreement including the terms set out in Schedule R (*Memorandum of Understanding*) and the Applicable Laws.

28.3.4 Any payments made by the Concessionaire to any Designated Government Agency, excluding security services, for providing Reserved Services such as customs, immigration, plant quarantine, animal quarantine services, meteorological, and health services within the Airport shall be considered as pass-through for the purpose of the determination of the Aeronautical Charges.

28.3.5 Notwithstanding anything contrary contained elsewhere, the Concessionaire shall be entitled to levy, collect and appropriate the Aeronautical Charges with effect from the COD as per Clause 15.1.1 from the Users of the Airport, at the rates of the tariff as approved by the Regulator. Provided that, in the event that the rates of tariff have not been determined by the Regulator for the Airport as of the COD, the Concessionaire shall be entitled to levy, collect and appropriate the Aeronautical Charges at the rates of the tariff being levied by the Authority as of the COD until such time as the Regulator determines the rates of tariff.

28.3.6 The Concessionaire shall have no recourse whatsoever against the Authority, in respect of any aspect concerning the determination, levy, recovery (including under or over recovery) or appropriation of the Aeronautical Charges.

28.3.7 Notwithstanding anything to the contrary contained elsewhere in this Agreement, it is expressly noted and agreed that all revenues/ monies that the Concessionaire is entitled to receiving in respect of any sub-leases, assignments or other Encumbrances with respect to the City Side Development, either in terms of the monthly fees, charges, rents or revenue shares, as the case may be, would be considered as revenues from Non-Aeronautical Services for the purposes of determining the Aeronautical Charges pursuant to Clause 28.3.2 above.

28.3.8 It is clarified that costs incurred by the Concessionaire with regard to legal services, shall not be considered by the Regulator for the purpose of determining the Aeronautical Charges.

28.4 Restraint on revision of Aeronautical Charges

28.4.1 The Concessionaire hereby acknowledges and agrees that it is not entitled to any revision of the Aeronautical Charges or any other relief whatsoever from the Authority, the Regulator or any Government Instrumentality in any form or manner, save and except in accordance with the Regulatory Framework and this Agreement. In pursuance hereof, the Concessionaire acknowledges, agrees and undertakes not to seek any revision of the Aeronautical Charges from the Regulator or otherwise, and in the event any such revision is sought in accordance with any provision of the Applicable Laws and/ or this Agreement, and it shall at all times be restricted to the extent specified therein.

28.4.2 It is clarified that the Concessionaire shall not be entitled to levy or seek the right to levy on Users, any development fee under Section 22A of the Airports Authority of India Act, 1994 and any rules made thereunder, including the Airports Authority of India (Major Airports) Development Fee Rules, 2011.

28.4.3 The Parties agree and acknowledge that the Concessionaire expressly waives its right to seek as

pass-through in the Aeronautical Charges such costs and/ or expenses which the Concessionaire is restrained under this Agreement from seeking to be passed-through thereunder.

28.5 Review of Aeronautical Charges

28.5.1 The Aeronautical Charges to be levied, collected and appropriated, in accordance with the provisions of Article 28, shall be reviewed by the Regulator, once in every 5 (five) years, in accordance with the Regulatory Framework and this Agreement, provided, however, that such review shall not rely on, examine or consider any events, occurrence, circumstances or grounds for and respect of which revision in the Aeronautical Charges, the Concession Period or any other form of relief or remedy have been provided in this Agreement.

28.5.2 Additional costs, if any, or reduction thereof arising from Change of Scope, change in Specifications and Standards, security requirements or compliance with new international obligations having the force of Applicable Law may be reviewed by the Regulator, for the purposes of revision of the Aeronautical Charges. Any such review by the Regulator shall include consideration of the revenues for and in respect of Aeronautical Services, in accordance with the Applicable Permits issued for the Project.

28.5.3 Any review of the Aeronautical Charges under the provisions of Clause 28.5.1, shall consider the revenues, adjustments, recoveries or payments, if any, that the Parties may have recovered or made in accordance with the provisions of this Agreement, and the Regulator may determine whether any further recoveries or payments, as the case may be, are due to, or receivable from the Concessionaire. The Regulator may, as far as may be, give effect to its determination hereunder by an appropriate increase or decrease, as the case may be, in the rate of the Aeronautical Charges and for such period as it may specify, in accordance with the Regulatory Framework and this Agreement.

28.5.4 The Parties acknowledge that any review of the Aeronautical Charges under the provisions of this Clause 28.5, shall be undertaken in accordance with Applicable Laws and shall be regulated and proceeded accordingly.

28.6 Certain limitations on increase in Aeronautical Charges

28.6.1 In the event any capital cost is required to be incurred in pursuance of the provisions of Clause 28.5.2, the Concessionaire shall submit the specifications and costs in respect thereof to the Regulator for its scrutiny in consultation with the affected Users or their representative bodies. Upon completion of such scrutiny and consultations, the Regulator shall consider such submissions to determine the Aeronautical Charges.

28.6.2 The Concessionaire shall undertake and complete the Construction Works for the subsequent Phases in accordance with the approval granted by the Regulator and other Government Instrumentality, and the provisions of this Agreement for and in respect of Construction Works shall apply *mutatis mutandis* to the Construction Works undertaken in pursuance of this Clause 28.6.

28.6.3 The capital cost incurred by the Concessionaire in accordance with this Clause 28.6 shall, upon completion of the relevant Construction Works, be recovered by the Concessionaire in accordance with the Applicable Laws and the terms of this Agreement, including the applicable tariff guidelines of the Regulator.

28.7 Penalty for evasion of Fees

In the event that any User uses the Airport without payment of the Fees due, the Concessionaire shall, subject to Applicable Laws and Applicable Permits, be entitled to determine and collect

from such person, the Fees due and up to twice the amount thereof towards Damages for attempt to make unauthorised use of the Airport, provided that the determination and collection of such Fees and Damages shall be at the risk and cost of the Concessionaire and the Authority shall not be liable on this account in any manner whatsoever.

28.8 Display of Aeronautical Charges

28.8.1 The Concessionaire shall on its website and its office, maintain and provide the applicable rates of Aeronautical Charges for information of the Users.

28.8.2 The Concessionaire shall, from time to time, inform the Authority of the applicable Aeronautical Charges.

28.8.3 The Concessionaire shall not revise, display or collect any amounts in excess of the rates of Aeronautical Charges approved by the Regulator.

28.9 Monthly Statement

The Concessionaire shall, with effect from the COD, furnish to the Authority, within 7 (seven) days of completion of each month, a statement ("**Monthly Statement**") of the following information/ data:

(i) Traffic data including scheduled aircraft movements, non-scheduled aircraft movements, number of international and domestic passengers (embarking, disembarking, transit), quantity of international and domestic cargo (inbound, outbound and transhipment);

(ii) Financial data including revenues (segregated in appropriate heads), operating expenses, charges, etc.; and

(iii) Data on quality of service.

Such information/ data shall be compiled and furnished forthwith by the Concessionaire to the Authority in the format, as applicable, required under the Applicable Laws, or as may be acceptable to the Authority along with all other details, as may be reasonably requested by the Authority.

28.10 Fee Contractor

The Concessionaire may appoint a fee contractor or any other person to collect the Fees for and on behalf of the Concessionaire; provided that notwithstanding such appointment, the Concessionaire shall be and remain solely liable and responsible for the collection of Fees in accordance with this Agreement and its deposit into the Escrow Account and for compliance with the provisions of this Agreement.

28.11 Deemed Initial RAB

28.11.1 The Concessionaire shall seek revision of Aeronautical Charges by the Regulator as per applicable Regulatory Framework for the next applicable Control Period:

Notwithstanding the above, the Concessionaire shall have not less than 365 (three hundred and sixty five) days from the COD to seek such revision of the Aeronautical Charges.

28.11.2 The Authority shall:

(a) promptly make available such data and information as the Concessionaire may require for seeking such revision;

(b) within 60 (sixty) days of receipt of a notice from the Concessionaire in this regard, submit to the Concessionaire all such information as may be reasonably required by the Regulator for the purpose of such revision; and

(c) promptly respond to any queries that the Regulator may have for the purpose of such revision (and provide copies of such responses to the Concessionaire).

28.11.3 (a) It is agreed by the Parties that the Concessionaire shall be liable to pay to the Authority an amount equivalent to the investments made by the Authority in the Aeronautical Assets as of the COD and considered by the Regulator as part of the Regulatory Asset Base, subject to requisite reconciliation, true-up and final determination by the Regulator of the quantum of such investment ("**Deemed Initial RAB**").

(b) The estimated depreciated value of investments made by the Authority in the Aeronautical Assets at the Airport as on March 31, 2018 is Rs. 271,00,00,000 (Rupees Two Hundred and Seventy One Crores) ("**Estimated Deemed Initial RAB**"). It is agreed by the Parties that the Estimated Deemed Initial RAB shall be due and payable by the Concessionaire to the Authority within 90 (ninety) days of COD.

28.11.4 Pursuant to the payment of the Estimated Deemed Initial RAB, and upon the reconciliation, true-up and final determination by the Regulator of the quantum of the investment under 28.11.3(a), any surplus or deficit in the Estimated Deemed Initial RAB with respect to the Deemed Initial RAB shall be adjusted as part of the Balancing Payment that becomes due and payable as per Clause 31.4 after the expiry of 15 (fifteen) days from such final determination by the Regulator, with due adjustment for the following ("**Adjusted Deemed Initial RAB**"):

(a) reduced to the extent of over-recoveries, if any, of Aeronautical Revenues by the Authority until the COD, that the Regulator would provide for as a downward adjustment while determining Aeronautical Charges for the next Control Period; or

(b) increased to the extent of under-recoveries, if any, of Aeronautical Revenues by the Authority until the COD, that the Regulator would provide for as an upward adjustment while determining Aeronautical Charges for the next Control Period.

The amount(s) to be paid by the Authority or Concessionaire shall be the present value of Adjusted Deemed Initial RAB calculated using the fair rate of return as determined by the Regulator for the time period from the COD to the date of actual payment of the Adjusted Deemed Initial RAB.

28.11.5 Upon reimbursement of such amount by the Concessionaire to the Authority, the Deemed Initial RAB will, in addition to the investments made by the Concessionaire, be considered for the purpose of determination of Aeronautical Charges by the Regulator.

(a) The Authority undertakes to make any required supporting submissions to the Regulator towards such consideration and determination by the Regulator.

(b) The Parties shall submit to and request the Regulator to separately identify the Deemed Initial RAB in future determinations of Aeronautical Charges with regard to consideration of depreciation, required returns, etc.

28.11.6 For the purpose of this Clause 28.11, "**Control Period**" and "**Regulatory Asset Base**" shall have the meaning set forth in Airports Economic Regulatory Authority (Terms and Conditions for Determination of Tariff for Airport Operators) Guidelines, 2011.

28.12 Initial Non-Aeronautical Investments

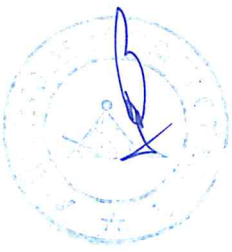
28.12.1 It is agreed by the Parties that the Concessionaire shall pay to the Authority an amount equivalent to the estimated depreciated value of investments made by the Authority in the Airport as of the COD towards development of Non-Aeronautical Assets ("**Initial Non-Aeronautical Investments**").

28.12.2 The estimated depreciated value of investments made by the Authority towards development of the Non-Aeronautical Assets at the Airport as on March 31, 2018 is Rs. 6,41,00,000 (Rupees Six Crore and Forty One Lakh) ("**Estimated Initial Non-Aeronautical Investments**"). It is agreed by the Parties that the Estimated Initial Non-Aeronautical Investments shall be due and payable by the Concessionaire to the Authority within 90 (ninety) days of COD.

28.12.3 Pursuant to the payment of the Estimated Initial Non-Aeronautical Investments, and upon the final determination by the Independent Engineer of the quantum of the Initial Non-Aeronautical Investments, any surplus or deficit amount(s) to be paid by the Authority to the Concessionaire or the Concessionaire to the Authority, as the case may be, shall be adjusted as part of the Balancing Payment that becomes due and payable as per Clause 31.4 after the expiry of 15 (fifteen) days from such final determination.

28.12.4 The amount(s) to be paid by the Authority or Concessionaire pursuant to Clause 28.12.3 shall be the present value of the same, calculated using the fair rate of return as determined by the Regulator for the time period from the COD to the date of actual payment of such amount(s).





ARTICLE 29. ESCROW ACCOUNT

29.1 Escrow Account

29.1.1 The Concessionaire shall, prior to the COD, open and establish an Escrow Account with a Bank ("**Escrow Bank**") in accordance with this Agreement read with the Escrow Agreement.

29.1.2 The nature and scope of the Escrow Account are fully described in the agreement ("**Escrow Agreement**") to be entered into amongst the Concessionaire, the Authority, the Escrow Bank and the Senior Lenders through the Lenders' Representative, which shall be substantially in the form set forth in Schedule M.

29.2 Deposits into Escrow Account

The Concessionaire shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account:

(a) all monies received in relation to the Project from Banks, Senior Lenders, other lenders, shareholders, insurance companies or any other person or otherwise;

(b) all Fee and all other revenues, from or in respect of the Airport, Project, Project Facilities and/ or Project Assets, including the proceeds of any rentals, deposits, capital receipts, insurance claims, etc.;

(c) all payments by the Authority, after deduction of any outstanding Monthly Concession Fee; and

(d) Termination payments;

Provided that the Senior Lenders may make direct disbursements to the EPC Contractor in accordance with the express provisions contained in this behalf in the Financing Agreements.

29.3 Withdrawals

29.3.1 The Concessionaire shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, *inter alia*, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due:

(a) statutory payments, all Taxes due and payable by the Concessionaire for and in respect of the Airport;

(b) Monthly Concession Fee due and payable to the Authority;

(c) all payments as may be due and payable to the Authority pursuant to this Agreement and/ or the Damages certified by the Authority as due and payable to it by the Concessionaire under this Agreement;

(d) monthly proportionate provision of debt service due in an Accounting Year;

(e) balance, if any, in accordance with the instructions of the Concessionaire.

29.3.2 The Concessionaire shall not in any manner modify the order of payment specified in Clause 29.3.1, except with the prior written approval of the Authority.

29.4 Withdrawals upon Termination

29.4.1 Notwithstanding anything to the contrary contained in this Agreement, all amounts standing to the credit of the Escrow Account shall, upon Termination, be appropriated in the following order:

(a) payroll dues and related statutory payments thereof, all Taxes due and payable by the Concessionaire for and in respect of the Airport;

(b) outstanding Monthly Concession Fee;

(c) all other amounts which are outstanding to be paid by the Concessionaire to the Authority, as on the date of the Termination;

(d) all payments as may be due and payable to the Authority pursuant to this Agreement and/ or the Damages certified by the Authority as due and payable to it by the Concessionaire; and

(e) outstanding debt service including the balance of debt due;

(f) balance, if any, in accordance with the instructions of the Concessionaire:

29.4.2 The provisions of this Article 29 and the instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in Clause 29.4.1 have been fully discharged.

ARTICLE 30. INSURANCE

30.1 Insurance Obligations

The Concessionaire shall effect and maintain at its own cost, during the Concession Period, such insurances for such maximum sums as may be required under the Financing Agreements and Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Concessionaire shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Concessionaire. The Concessionaire shall procure that in each insurance policy, the Authority shall be a co-assured and that the insurer shall pay the proceeds of insurance into the Escrow Account. The Parties agree that the level of insurance to be maintained by the Concessionaire after repayment of Senior Lenders' dues in full shall be determined on the same principles as applicable for determining the level of insurance prior to such repayment of Senior Lenders' dues.

30.2 Insurance Cover

Without prejudice to the provisions contained in Clause 30.1, the Concessionaire shall, during the Concession Period, procure and maintain Insurance Cover including but not limited to the following:

(a) loss, damage or destruction of the Project Assets, including assets handed over by the Authority to the Concessionaire, at replacement value;

(b) comprehensive third party liability insurance, including injury to or death of personnel of the Authority or others who may enter the Airport;

(c) the Concessionaire's general liability arising out of the Concession;

(d) liability to third parties for goods or property damage;

(e) workmen's compensation insurance; and

(f) any other insurance that may be necessary to protect the Concessionaire and its employees, including all Force Majeure Events and not otherwise covered in items (a) to (e) above.

30.3 Notice to the Authority

No later than 30 (thirty) days prior to commencement of the Concession Period, the Concessionaire shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 30. Within 30 (thirty) days of receipt of such notice, the Authority may require the Concessionaire to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

30.4 Evidence of Insurance Cover

All insurances obtained by the Concessionaire in accordance with this Article 30 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any Insurance Cover, the Concessionaire shall furnish to the Authority, notarised true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled,

modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Concessionaire to the Authority.

30.5 Remedy for failure to insure

If the Concessionaire shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority has the option to either keep in force any such insurances, and pay such premia and recover the costs thereof from the Concessionaire, or in the event of computation of a termination payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Concessionaire.

30.6 Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 30 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, *inter alia*, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

30.7 Concessionaire's waiver

The Concessionaire hereby further releases, assigns and waives any and all rights of subrogation or recovery against, *inter alia*, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

30.8 Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Concessionaire by credit to the Escrow Account and it shall, notwithstanding anything to the contrary contained in Clause 29.3, apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement or improvement of the Airport, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

30.9 Compliance with conditions of insurance policies

The Concessionaire expressly acknowledges and undertakes to fully indemnify the Authority from and against all losses and claims arising from the Concessionaire's failure to comply with the conditions imposed under the insurance policies effected in accordance with the provisions of this Agreement.

ARTICLE 31. ACCOUNTS AND AUDIT

31.1 Audited accounts

31.1.1 The Concessionaire shall maintain books of accounts recording all its receipts (including all revenues collected in accordance with its obligations under this Agreement and other revenues derived/collected by it from or on account of the Airport and/or its use), income, expenditure, payments (including payments from the Escrow Account), assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Concessionaire shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, which shall be prepared in accordance with the prevalent accounting standards as per the Applicable Laws, within 90 (ninety) days of the close of the Accounting Year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement. The Authority has the right, either through itself or through any of its authorised representative, to inspect the records of the Concessionaire during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to the Authority for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.

31.1.2 The Concessionaire shall, within 30 (thirty) days of the close of each quarter of an Accounting Year, furnish to the Authority its unaudited financial results in respect of the preceding quarter, in the manner and form prescribed by the Securities and Exchange Board of India for publication of quarterly results by the companies listed on a stock exchange.

31.1.3 On or before the 31st (thirty-first) day of July each Accounting Year, the Concessionaire shall provide to the Authority, for the preceding Accounting Year, a statement duly audited by its Statutory Auditors giving summarised information on (a) the traffic count for each category of users using the Airport and liable for payment of Fee therefor, (b) Fee charged and received, revenue collected in accordance with its obligations under this Agreement, and other revenues derived from the Airport, and (c) such other information as the Authority may reasonably require.

31.2 Appointment of auditors

31.2.1 The Authority shall nominate a panel of six (6) Chartered Accountancy Firms ("**Panel of Chartered Accountants**") to the Concessionaire, such list to be prepared substantially in accordance with the criteria set forth in Schedule N. The Concessionaire shall have the right to object to one or more of such nominees but not in any circumstance exceeding 3 (three) nominees. The Concessionaire shall appoint its Statutory Auditor from the Panel of Chartered Accountants. All fees and expenses of the Statutory Auditors shall be borne by the Concessionaire.

31.2.2 The Concessionaire may terminate the appointment of its Statutory Auditors in accordance with the provisions of the Companies Act, 2013 and with the consent of the Authority, subject to the replacement Statutory Auditors being appointed from the Panel of Chartered Accountants.

31.2.3 Notwithstanding anything to the contrary contained in this Agreement, the Authority has the right, but not the obligation, to appoint at its cost from time to time and at any time, another firm ("**Authority Nominated Auditors**") from the Panel of Chartered Accountants to audit and verify all those matters, expenses, costs, realisations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

31.2.4 [Not Used].

31.3 Certification of claims by Statutory Auditors

Any claim or document provided by the Concessionaire to the Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its Statutory Auditors. Such certification shall not be required for exchange of information in the normal course of business including the submission of Monthly Statements under Clause 28.9.

31.4 Reconciliation

31.4.1 Every quarter the balancing payment (reflecting netting of amounts which are due and payable as reimbursement, adjustment or otherwise, or as Damages which are not paid, or not recovered from the Performance Security or the Bid Security, as the case may be, under this Agreement) (the "**Balancing Payment**") shall be calculated by the Authority who shall deliver its calculation and statement to the Concessionaire within 15 (fifteen) days of the end of each quarter of an Accounting Year. Each such statement shall have attachments reasonably supporting evidence of all amounts claimed. For the avoidance of any doubt, Balancing Payment calculated under this Clause 31.4.1 shall not take into account the Monthly Concession Fee for such calculation, but shall include any adjustment pursuant to Clause 27.5.

31.4.2 On receipt of the Authority's statement under Clause 31.4.1, the Concessionaire shall have 20 (twenty) days in which to (a) approve or (b) require recalculations and amendments. Both Parties shall maintain sufficient records to enable verification of all the Authority's statements made under Clause 31.4.1. Failure by the Concessionaire to comment on any Authority's statement within the above 20 (twenty) day period shall be deemed to constitute approval.

31.4.3 If the Authority does not submit its calculation of the Balancing Payment within 10 (ten) days of the end of any quarter of an Accounting Year, the Concessionaire shall be entitled to submit such calculation, together with attachments reasonably supporting evidence of all amounts claimed, and in such event, the provisions of Clause 31.4.2 above shall apply to the Parties in reverse.

31.5 Dispute resolution

In the event of there being any difference between the findings of the Authority Nominated Auditors and the certification provided by the Statutory Auditor, the Parties shall meet to resolve the differences and if they are unable to resolve the same, such Dispute shall be resolved by the Parties by recourse to the Dispute Resolution Procedure.

Part V

Force Majeure and Termination

ARTICLE 32. FORCE MAJEURE

32.1 Force Majeure

As used in this Agreement, the expression "**Force Majeure**" or "**Force Majeure Event**" shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clause 32.2, Clause 32.3 and Clause 32.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure ("**Affected Party**") of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (c) has Material Adverse Effect on the Affected Party.

32.2 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

(a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);

(b) strikes or boycotts (other than those involving the Concessionaire, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Airport for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 32.3;

(c) any judgement or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Laws or Applicable Permits, or (ii) on account of breach of any Applicable Laws or Applicable Permits or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;

(d) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or

(e) any event or circumstances of a nature analogous to any of the foregoing.

32.3 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

(a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

(b) any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the operations, management or development of the Project to be financially unviable or otherwise not feasible;

(c) industry-wide or State-wide strikes or industrial action for a continuous period of 24

(twenty four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;

(d) any civil commotion, boycott or political agitation which prevents collection of Aeronautical Charges by the Concessionaire for an aggregate period exceeding 7 (seven) days in an Accounting Year;

(e) failure of the Authority to permit the Concessionaire to continue with the Construction Works, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds;

(f) any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;

(g) any Indirect Political Event that causes a Non-Political Event; or

(h) any event or circumstances of a nature analogous to any of the foregoing.

32.4 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

(a) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Concessionaire or of the Contractors;

(b) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, lease, license, permit, authorisation, no objection certificate, consent, approval or exemption required by the Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements, provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, lease, license, authorisation, no objection certificate, exemption, consent, approval or permit;

(c) any failure or delay of a Contractor, but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor; or

(d) any event or circumstance of a nature analogous to any of the foregoing.

32.5 Duty to report Force Majeure Event

32.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

(a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 32 with evidence in support thereof;

(b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;

(c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and

(d) any other information relevant to the Affected Party's claim.

32.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

32.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information, as required by Clause 32.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

32.6 Effect of Force Majeure Event on the Concession

32.6.1 Upon the occurrence of any Force Majeure Event prior to the COD, the period for achieving Financial Close or satisfaction of the Conditions Precedent shall be extended by a period equal in length to the duration of the Force Majeure Event.

32.6.2 At any time after the COD, if any Force Majeure Event occurs:

(a) before the Phase completion date of such Phase, the Development Period for such Phase, shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or

(b) after the Phase completion date of such Phase, whereupon the Concessionaire is unable to collect Aeronautical Charges despite making best efforts or it is directed by the Authority or any Government Instrumentality to suspend the collection thereof during the subsistence of such Force Majeure Event, the Regulator shall consider the impact of any such Force Majeure Event and provide appropriate remedies, in accordance with the provisions of the Applicable Laws.

32.7 Allocation of costs arising out of Force Majeure

32.7.1 Upon occurrence of any Force Majeure Event prior to the COD, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

32.7.2 Upon occurrence of a Force Majeure Event after the COD, the costs incurred and attributable to such event and directly relating to the Aeronautical Services ("**Force Majeure Costs**") shall be allocated and paid as follows:

(a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;

(b) upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover admitted and paid for such Indirect Political Event, shall be borne by the Concessionaire, and to the extent Force Majeure Costs exceed such Insurance Cover admitted and paid, one half of such excess amount shall be reimbursed by the Authority to the Concessionaire; and

(c) upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by the Authority to the Concessionaire.

Force Majeure Costs may include interest payments on debt, O&M Expenses, any increase in the cost of Construction Works on account of inflation and all other costs directly attributable to the Force Majeure Event, but shall not include loss of revenues from Aeronautical Charges or debt repayment obligations.

32.7.3 Save and except as expressly provided in this Article 32, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

32.8 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 32, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith, provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

32.9 Termination Payment for Force Majeure Event

32.9.1 If Termination is on account of a Non-Political Event, the Authority shall pay to the Concessionaire an amount equal to 70% (seventy percent) of the Termination Payment, less Insurance Cover admitted and paid.

32.9.2 If Termination is on account of an Indirect Political Event, the Authority shall pay to the Concessionaire an amount equal to 100% (one hundred percent) of the Termination Payment, less Insurance Cover admitted and paid.

32.9.3 If Termination is on account of a Political Event, the Authority shall pay to the Concessionaire the same amount as would be payable on account of Termination due to an Authority Event of Default.

32.10 Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure, provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

32.11 **Excuse from performance of obligations**

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event, provided that:

(a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and

(c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

32.12 **Relief for Unforeseen Events**

32.12.1 Upon occurrence and continuance of an unforeseen event, situation or similar circumstances not contemplated or referred to in this Agreement, and which could not have been foreseen by a prudent and diligent person ("**Unforeseen Event**"), any Party may by notice inform the other Party of the occurrence of such Unforeseen Event with the particulars thereof and its effects on the costs, expense and revenues of the Project. Within 15 (fifteen) days of such notice, the Parties shall meet and make efforts in good faith to determine if such Unforeseen Event has occurred and is continuing, and upon reaching agreement on occurrence thereof deal with it in accordance with the provisions of this Clause 32.12.

32.12.2 Upon determination of the occurrence and continuation of an Unforeseen Event, the Parties shall make a reference to a conciliation tribunal which shall comprise one member each to be nominated by both Parties from among persons who have been Judges of a High Court and the conciliators so nominated shall choose a chairperson who has been a Judge of the Supreme Court or Chief Justice of a High Court.

32.12.3 The conciliation tribunal referred to in Clause 32.12.2 shall conduct its proceedings in accordance with the provisions of Article 41, as if it is an arbitration proceeding under that Article, save and except as provided in this Clause 32.12.

32.12.4 The conciliation tribunal referred to in this Clause 32.12 shall conduct preliminary proceedings to satisfy itself that:

(a) an Unforeseen Event has occurred;

(b) the effects of such Unforeseen Event cannot be mitigated without a remedy or relief which is not contemplated in the Agreement; and

(c) the Unforeseen Event or its effects have not been caused by any Party by any act or omission on its part,

and if the conciliation tribunal is satisfied that each of the conditions specified hereinabove is fulfilled, it shall issue an order to this effect and conduct further proceedings under this Clause 32.12.

32.12.5 Upon completion of the conciliation proceedings referred to in this Clause 32.12, the conciliation tribunal may by a reasoned order, make recommendations and setting out the terms of reference, which shall be:

(a) based on a fair and transparent justification;

(b) no greater in scope than is necessary for mitigating the effects of the Unforeseen

Event;

(c) of no greater duration than is necessary for mitigating the effects of the Unforeseen Event; and

(d) quantified and restricted in terms of relief or remedy.

32.12.6 Within 15 (fifteen) days of receiving the order and terms of reference referred to in Clause 32.12.5, the Parties shall meet and make efforts in good faith to accept, in whole or in part, the relief or remedy recommended by the conciliation tribunal for mitigating the effects of the Unforeseen Event and to procure implementation of the Project in accordance with the provisions of this Agreement, by way of entering into a settlement agreement setting forth the agreement reached hereunder. The terms of such settlement agreement shall have force and effect as if they form part of this Agreement, and would deem to have modified the concerned terms of this Agreement, if any.

ARTICLE 33. COMPENSATION FOR BREACH OF AGREEMENT

33.1 Compensation for default by the Concessionaire

Subject to the provisions of Clause 33.4, in the event of the Concessionaire being in material breach or default of this Agreement, it shall pay to the Authority by way of compensation, all direct costs suffered or incurred by the Authority as a consequence of such material breach or default, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof, provided that no compensation shall be payable under this Article 33 for any material breach or default in respect of which Damages are expressly specified and payable under this Agreement or for any consequential losses incurred by the Authority.

33.2 Compensation for default by the Authority

Subject to the provisions of Clause 33.4, in the event of the Authority being in material breach or default of this Agreement at any time after the COD, it shall pay to the Concessionaire by way of compensation, all direct costs suffered or incurred by the Concessionaire as a consequence of such material breach or default within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof, provided that no such compensation shall be payable for any material breach or default in respect of which Damages have been expressly specified in this Agreement.

For the avoidance of doubt, compensation payable may include interest payments on debt, O&M Expenses, any increase in capital costs on account of inflation and all other costs directly attributable to such material breach or default but shall not include loss of revenues or debt repayment obligations or other consequential losses.

33.3 Extension of Concession Period

Subject to the provisions of Clause 33.4, in the event that a material breach or default of this Agreement set forth in Clause 33.2, causes delay in achieving the COD of any Phase or leads to suspension, the Authority may, consider extending the Concession Period in lieu of the payment of compensation under Clause 33.2. The period for such extension in the Concession Period shall be considered and determined by the Authority at such time.

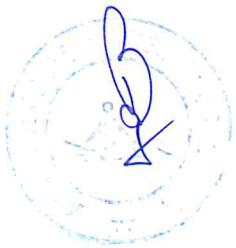
33.4 Mitigation of costs and damage

The Affected Party shall make all reasonable efforts to mitigate or limit the costs and damage arising out of or as a result of breach of Agreement by the other Party.

33.5 Compensation to be in addition

Except as otherwise stated above, the compensation payable under this Article 33 shall be in addition to, and without prejudice to, the other rights and remedies of the Parties under this Agreement including Termination thereof.





ARTICLE 34. SUSPENSION OF CONCESSIONAIRE'S RIGHTS

34.1 Suspension upon Concessionaire's Default

Upon occurrence of a Concessionaire's Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (a) suspend all rights of the Concessionaire under this Agreement including the Concessionaire's right to collect any Fee, and other revenues pursuant hereto, and (b) exercise such rights itself and perform the obligations hereunder or authorise any other person to exercise or perform the same on its behalf during such suspension ("**Suspension**"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Concessionaire and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice, provided that upon written request from the Concessionaire and the Lenders' Representative, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a further period not exceeding 90 (ninety) days.

34.2 Authority to act on behalf of Concessionaire

34.2.1 During the period of Suspension, the Authority shall, on behalf of the Concessionaire, collect all Fee and revenues under and in accordance with this Agreement and deposit the same in the Escrow Account. The Authority shall be entitled to make withdrawals from the Escrow Account for meeting the costs incurred by it for meeting the O&M Expenses and for remedying and rectifying the cause of Suspension, and thereafter for defraying the expenses specified in Clause 29.3.

34.2.2 During the period of Suspension hereunder, all rights and liabilities vested in the Concessionaire in accordance with the provisions of this Agreement shall continue to vest in the Concessionaire and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Concessionaire under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the Concessionaire and the Concessionaire undertakes to indemnify the Authority for all costs incurred during such period. The Concessionaire hereby licenses and sub-license respectively, the Authority or any other person authorised by it under this Article 34 to use during Suspension, all Intellectual Property belonging to or licensed to the Concessionaire with respect to the Airport and its operations, management, design, engineering, and development, and which is used or created by the Concessionaire in performing its obligations under the Agreement.

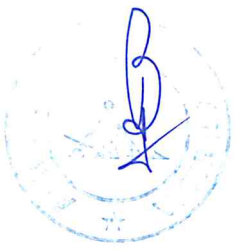
34.3 Revocation of Suspension

In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding the period set out in Clause 34.1, it shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement. The Parties expressly agree that the Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

34.4 Substitution of Concessionaire

Subject to the Authority exercising its step-in rights as per the provisions mentioned in Clause 38.5, at any time during the period of Suspension, the Lenders' Representative, on behalf of Senior Lenders, shall be entitled to substitute the Concessionaire under and in accordance with the Substitution Agreement, and upon receipt of notice thereunder from the Lenders' Representative, the Authority shall withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of Suspension, and any extension thereof under this Article 34, for enabling the Lenders' Representative to exercise its rights of substitution on behalf of Senior Lenders.





34.5 **Termination**

34.5.1 At any time during the period of Suspension under this Article 34, the Concessionaire may by notice require the Authority to revoke the Suspension and issue a Termination Notice. Subject to the rights of the Lenders' Representative to undertake substitution in accordance with the provisions of this Agreement and within the period specified in Clause 34.4, the Authority shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article 34 as if it is a Concessionaire's Default under Article 33.

34.5.2 Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder or within the extended period, if any, set forth in Article 34, this Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, *mutatis mutandis*, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Concessionaire's Default.

ARTICLE 35. TERMINATION

35.1 Termination for Concessionaire's Default

35.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Concessionaire shall be deemed to be in default of this Agreement ("**Concessionaire's Default**"), unless the default has occurred as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include the following:

(a) the Performance Security has been encashed and appropriated in accordance with Clause 9.2 and the Concessionaire fails to replenish or provide fresh Performance Security within a Cure Period of 15 (fifteen) days;

(b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 9.2, the Concessionaire fails to meet any Condition Precedent or cure the Concessionaire's Default, as the case may be, for which whole or part of the Performance Security was appropriated, within a Cure Period of 120 (one hundred and twenty) days;

(c) the Concessionaire does not achieve the latest outstanding Phase Milestone due in accordance with the provisions of Clause 12.5.2 and Schedule F and continues to be in default during the Cure Period of 120 (one hundred and twenty) days;

(d) the Concessionaire abandons or manifests intention to abandon the construction or operation of the Airport without the prior written consent of the Authority;

(e) Completion of a Phase does not occur within the period specified in Clause 12.5.4;

(f) the Punch List items have not been completed within the period set forth in Clause 14.4.1;

(g) the amount of Damages liable to be paid by Concessionaire for a Concession Year due to breach of the IATA Level of Service Optimum as per Clause 19.6.9 equals to or is more than 2% (two percent) of the Yearly Concession Fee for the preceding Accounting Year;

(h) the Concessionaire is in breach of more than 2/3rd (two-third) of the critical objective service quality requirements of Key Performance Indicators specified in Schedule H in any continuous period of 6 (six) months during the Concession Period;

(i) the Concessionaire fails to achieve ISO and other certifications as per Clause 23.6, within a period of 3 (three) years from the Phase I Completion Date;

(j) the Concessionaire has failed to make any payment to the Authority within the period specified in this Agreement;

(k) an Escrow Default has occurred and the Concessionaire fails to cure the default within a Cure Period of 15 (fifteen) days;

(l) upon occurrence of a Financial Default, the Lenders' Representative has by notice required the Authority to undertake Suspension or Termination, as the case may be, in accordance with the Substitution Agreement and the Concessionaire fails to cure the default within the Cure Period specified hereinabove;

(m) a breach of any of the Project Agreements by the Concessionaire has caused a Material Adverse Effect;

(n) the Concessionaire creates any Encumbrance in breach of this Agreement;

(o) the Concessionaire repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;

(p) a Change in Ownership or any other change has occurred in breach of the provisions of Clause 5.3;

(q) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Concessionaire under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Concessionaire, and such transfer causes a Material Adverse Effect;

(r) an execution levied on any of the assets of the Concessionaire has caused a Material Adverse Effect;

(s) the Concessionaire is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Concessionaire or for the whole or material part of its assets that has a material bearing on the Project;

(t) the Concessionaire has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;

(u) a resolution for winding up of the Concessionaire is passed, or any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Concessionaire is ordered to be wound up by a court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and the Project Agreements; and provided that:

(i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;

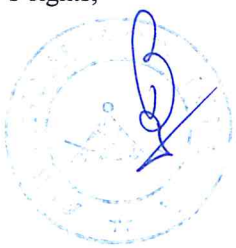
(ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Concessionaire as at the COD; and

(iii) each of the Project Agreements remains in full force and effect;

(v) any representation or warranty of the Concessionaire herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Concessionaire is at any time hereafter found to be in breach thereof;

(w) the Concessionaire submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights,





obligations or interests and which is false in material particulars;

(x) the Concessionaire has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement;

(y) the Concessionaire issues a Termination Notice in violation of the provisions of this Agreement; or

(z) the Concessionaire commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the Authority.

35.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Concessionaire's Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire, provided that before issuing the Termination Notice, the Authority shall by a notice inform the Concessionaire of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Concessionaire to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice, subject to the provisions of Clause 35.1.3.

35.1.3 The Authority shall, if there be Senior Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 35.1.2 to inform the Lenders' Representative and grant 15 (fifteen) days to the Lenders' Representative, for making a representation on behalf of the Senior Lenders stating the intention to substitute the Concessionaire in accordance with the Substitution Agreement. In the event, the Authority receives such representation on behalf of Senior Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of such representation or exercise its right of Suspension, as the case may be, for enabling the Lenders' Representative to exercise the Senior Lenders' right of substitution in accordance with the Substitution Agreement:

Provided that the Lenders' Representative may, instead of exercising the Senior Lenders' right of substitution, procure that the default specified in the notice is cured within the aforesaid period of 180 (one hundred and eighty) days, and upon such curing thereof, the Authority shall withdraw its notice referred to above and restore all the rights of the Concessionaire.

Provided further that upon written request from the Lenders' Representative and the Concessionaire, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by such further period not exceeding 90 (ninety) days, as the Authority may deem appropriate.

35.2 Termination for Authority Default

35.2.1 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement ("**Authority Default**") unless the default has occurred as a result of any breach of this Agreement by the Concessionaire or due to Force Majeure. The defaults referred to herein shall include the following:

(a) the Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Concessionaire;

(b) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.

35.2.2 Without prejudice to any other right or remedy which the Concessionaire may have under this Agreement, upon occurrence of an Authority Default, the Concessionaire shall, subject to the provisions of the Substitution Agreement, be entitled to terminate this Agreement by issuing a Termination Notice to the Authority, provided that before issuing the Termination Notice, the Concessionaire shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

35.3 Termination Payment

35.3.1 Upon Termination on account of an Authority Default, the Authority shall pay to the Concessionaire an amount equal to 120% (one hundred and twenty percent) of the Termination Payment.

35.3.2 Upon Termination on account of a Concessionaire Default, the Authority shall pay to the Concessionaire an amount equal to 70% (seventy percent) of the Termination Payment less Insurance Cover admitted and paid.

35.3.3 Upon Termination on expiry of the Concession Period by efflux of time:

(a) The Authority shall pay to the Concessionaire an amount equivalent to 50% (fifty percent) of the lower of:

(i) the depreciated book value, if any, of such Project Assets forming part of the City Side Development, which have been capitalized in the books of the Concessionaire by the 30th anniversary of COD; and

(ii) the value of such Project Assets forming part of the City Side Development, which have been capitalized in the books of the Concessionaire by the 30th anniversary of COD, as determined by an Approved Valuer who shall be selected and appointed by the Authority within 15 (fifteen) days of the Transfer Date, and who shall submit its determination within 30 (thirty) days of appointment thereto.

(b) No termination payment shall be made by the Authority to the Concessionaire for Aeronautical Assets, Non-Aeronautical Assets (excluding assets forming part of the City Side Development) and any works-in-progress by the Concessionaire as on the Transfer Date. For avoidance of doubt, all Aeronautical Assets, Non-Aeronautical Assets (excluding assets forming part of the City Side Development) and any works-in-progress by the Concessionaire as on the Transfer Date shall be handed over by the Concessionaire to the Authority free of cost.

35.3.4 The Parties expressly agree that termination payment made pursuant to Clauses 27.6, 32.9, 35.3 and 39.3 shall:

(a) become due and payable to the Concessionaire within 90 (ninety) days of a demand being made by the Concessionaire to the Authority with the necessary particulars, and in the event of any delay, the Authority shall pay interest at a rate equal to 3% (three percent) above the Bank Rate on the amount of termination payment remaining unpaid.

(b) constitute a full and final settlement of all claims of the Concessionaire on account of Termination of this Agreement, and discharge by the Authority of its payment obligations in respect thereof hereunder, and the Concessionaire or any shareholder

thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

35.4 Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

(a) take possession and control of the Airport forthwith;

(b) take possession and control of all materials, stores, implements, construction plants and equipment on or about the Site;

(c) be entitled to restrain the Concessionaire and any person claiming through or under the Concessionaire from entering upon the Site or any part of the Project;

(d) require the Concessionaire to comply with the Divestment Requirements set forth in Article 36; and

(e) succeed upon election by the Authority, without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire under such of the Project Agreements as the Authority may in its discretion deem appropriate, and shall upon such election be liable to the Contractors only for compensation accruing and becoming due and payable to them under the terms of their respective Project Agreements from and after the date the Authority elects to succeed to the interests of the Concessionaire. The Concessionaire acknowledges and agrees that all sums claimed by such Contractors as being due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Concessionaire and such Contractors, and the Authority shall not in any manner be liable for such sums. It is further agreed that in the event the Authority elects to cure any outstanding defaults under such Project Agreements, the amount expended by the Authority for this purpose shall be deducted from the termination payment.

35.5 Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 35.3, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including termination payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

ARTICLE 36. DIVESTMENT OF RIGHTS AND INTEREST

36.1 **Divestment Requirements**

36.1.1 Upon Termination, the Concessionaire shall comply with and conform to the following Divestment Requirements:

(a) notify to the Authority forthwith the location and particulars of all Project Assets;

(b) deliver forthwith the actual or constructive possession of the Airport, free and clear of all Encumbrances, save and except to the extent set forth in the Substitution Agreement;

(c) cure all Project Assets of all defects and deficiencies so that the Airport is compliant with this Agreement, provided that in the event of Termination during the Development Period, all Project Assets shall be handed over on 'as is where is' basis after bringing them to a safe condition;

(d) deliver and transfer relevant records, reports, Intellectual Property and other licenses pertaining to the Airport and its operations, management, design, engineering, and development, including Master Plan and all programmes and manuals pertaining thereto, and complete 'as built' Drawings as on the Transfer Date. The Concessionaire represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the operations, management, design, engineering, and development of the Airport and shall be assigned to the Authority free of any Encumbrance;

(e) transfer and deliver all Applicable Permits to the extent permissible under Applicable Laws;

(f) execute such deeds of conveyance, documents and other writings as the Authority may require for conveying, divesting and assigning all the rights, title and interest of the Concessionaire in the Project Assets, including manufacturers' warranties in respect of any plant or equipment and the right to receive outstanding insurance claims to the extent due and payable to the Authority, absolutely unto the Authority or its nominee; and

(g) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Concessionaire in the Airport, free from all Encumbrances, absolutely unto the Authority or to its nominee.

36.1.2 Subject to the exercise by the Authority of its rights under this Agreement or under any of the Project Agreements to perform or procure the performance by a third party of any of the obligations of the Concessionaire, the Parties shall continue to perform their obligations under this Agreement, notwithstanding the issuance of any Termination Notice, until the Termination of this Agreement becomes effective in accordance with its terms.

36.2 **Inspection and cure**

Not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to the effective date of such Termination, the Authority or any of its nominee shall verify, after giving due notice to the Concessionaire specifying the time, date and place of such verification and/or inspection, compliance by the Concessionaire with the terms of this Agreement, and if required, cause appropriate tests to be carried out at the Concessionaire's cost for this purpose. Defaults, if any, shall be cured by the Concessionaire at its cost and the provisions of Article 37

Adani Ahmedabad International Airport Ltd

shall apply, *mutatis mutandis*, in relation to curing of defects or deficiencies under this Article 36.

36.3 **Cooperation and assistance on transfer of Project**

36.3.1 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the Project in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the users, other members of the public or the lawful occupiers of any part of the Site.

36.3.2 The Parties shall provide to each other, 9 (nine) months prior to the Transfer Date in the event of Termination by efflux of time and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding the proposed arrangements for operations, management and development of the Airport following the Transfer Date. The Concessionaire shall further provide such reasonable advice and assistance as the Authority, its concessionaire or agent may reasonably require for operation of the Project until the expiry of 6 (six) months after the Transfer Date.

36.3.3 The Authority shall have the option to purchase or hire from the Concessionaire at a fair market value and free from any Encumbrance all or any part of the plant and machinery used in connection with the Project but which does not form part of the Project Assets specified in Clause 36.1.1 and is reasonably required in connection with operation of the Project.

36.4 **Vesting Certificate**

The divestment of all rights, title and interest in the Airport shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in Schedule O ("**Vesting Certificate**"), which will have the effect of constituting evidence of divestment by the Concessionaire of all of its rights, title and interest in the Airport, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the Airport on the footing that all Divestment Requirements have been complied with by the Concessionaire.

36.5 **Divestment costs, etc.**

36.5.1 The Concessionaire shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Concessionaire in the Project Assets in favour of the Authority upon Termination, including all stamp duties payable on any deeds or Documents executed by the Concessionaire in connection with such divestment.

36.5.2 In the event of any Dispute relating to matters covered by and under this Article 36, the Dispute Resolution Procedure shall apply.

ARTICLE 37. DEFECTS LIABILITY AFTER TERMINATION

37.1 **Liability for defects after Termination**

The Concessionaire shall be responsible for all defects and deficiencies in the Airport for a period of 120 (one hundred and twenty) days after Termination, and it has the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Authority in the Airport during the aforesaid period. If the Concessionaire fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Concessionaire's risk and cost so as to make the Airport conform to the Key Performance Indicators and the terms of this Agreement. All costs incurred by the Authority hereunder shall be reimbursed by the Concessionaire to the Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the funds retained in the Escrow Account under the provisions of Clause 37.2 or from the Performance Guarantee provided hereunder.

37.2 Retention in Escrow Account

37.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 37.2.3, a sum equal to 5% (five percent) of the total pre-tax gross revenues of the Concessionaire as per its audited books of accounts for the Accounting Year immediately preceding the Transfer Date shall be retained in the Escrow Account for a period of 120 (one hundred and twenty) days after Termination for meeting the liabilities, if any, arising out of or in connection with the provisions of Clause 35.

37.2.2 Without prejudice to the provisions of Clause 37.2.1, the Authority on its own, or through its nominee, shall carry out an inspection of the Airport at any time between 210 (two hundred and ten) and 180 (one hundred and eighty) days, prior to the Termination, and if it recommends that the status of the Airport is such that a sum larger than the amount stipulated in Clause 37.2.1 should be retained in the Escrow Account and for a period longer than the aforesaid 120 (one hundred and twenty) days, the amount recommended by the Authority or the Independent Engineer shall be retained in the Escrow Account for the period specified by it.

37.2.3 The Concessionaire may, for the performance of its obligations under this Article 37, provide to the Authority a guarantee from a Bank for a sum equivalent to the amount determined under Clause 37.2.1 or Clause 37.2.2, as the case may be, and for the period specified therein, substantially in the form set forth in Schedule E ("**Performance Guarantee**"), to be modified, *mutatis mutandis*, for this purpose, and the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Performance Guarantee for undertaking the repairs or rectification at the Concessionaire's risk and cost in accordance with the provisions of this Article 37. Upon furnishing of a Performance Guarantee under this Clause 37.2.3, the retention of funds in the Escrow Account in terms of Clause 37.2.1 or Clause 37.2.2, as the case may be, shall be dispensed with.

Part VI

Other Provisions

ARTICLE 38. ASSIGNMENT AND CHARGES

38.1 Restrictions on assignment and charges

38.1.1 Subject to Clause 38.2 and Clause 38.3, this Agreement shall not be assigned by the Concessionaire to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

38.1.2 Subject to the provisions of Clause 38.2 and Clause 25.6, the Concessionaire shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Concessionaire is a party.

38.2 Permitted Assignment and Charges

The restraints set forth in Clause 38.1 shall not apply to:

(a) liens arising by operation of Applicable Laws (or by an agreement evidencing the same) in the ordinary course of business of the Airport;

(b) hypothecation/pledge of goods/ assets other than Project Assets (except receivables) and their related documents of title, arising or created in the ordinary course of business of the Airport, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Airport. The Senior Lenders would be entitled to create a lien on the Escrow Account, subject to and without prejudice to the rights of the Authority under this Agreement; and

(c) assignment of rights, interest and obligations of the Concessionaire to or in favour of the Lenders' Representative as nominee and for the benefit of the Senior Lenders, to the extent covered by and in accordance with the Substitution Agreement as security for financing provided by Senior Lenders under the Financing Agreements.

38.3 Substitution Agreement

38.3.1 The Lenders' Representative, on behalf of Senior Lenders, may exercise the right to substitute the Concessionaire pursuant to the agreement for substitution of the Concessionaire ("**Substitution Agreement**"). It is clarified that the Substitution Agreement is to be entered into at such time as may be requested by the Concessionaire, and will be entered into amongst the Concessionaire, the Authority and the Lenders' Representative, on behalf of Senior Lenders, substantially in the form set forth in Schedule P. *Provided however that*, if the Senior Lenders, acting through the Lenders' Representative, are not able to identify or substitute the Concessionaire with any Nominated Company, in accordance with the terms of the Substitution Agreement, then, the Authority shall have a right to substitute the Concessionaire, in such a manner that the Authority is a Nominated Company for the purposes of the Substitution Agreement, and any reference to the Nominated Company shall mean the Authority and all other terms and conditions of the Substitution Agreement shall be construed accordingly.

38.3.2 Upon substitution of the Concessionaire under and in accordance with the Substitution Agreement, the Nominated Company substituting the Concessionaire shall be deemed to be the Concessionaire under this Agreement and shall enjoy all rights and be responsible for all obligations of the Concessionaire under this Agreement as if it were the Concessionaire, provided that where the Concessionaire is in breach of this Agreement on the date of such substitution, the Authority shall by notice grant a Cure Period of 120 (one hundred and twenty) days to the Concessionaire for curing such breach.

International Airport Ltd * Adani Ahmedabad

38.4 Assignment by the Authority

Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 60 (sixty) days' notice to the Concessionaire, assign and/or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Agreement.

38.5 Step-in rights

38.5.1 In the event of an emergency (as communicated by the Authority, in writing, at its sole discretion), the Authority has the right to temporarily assume control of the Airport in place of the Concessionaire, either through itself or any nominated Government Instrumentality. During the period in which the control over the Airport is assumed by the Authority or the nominated Government Instrumentality, the Authority shall be deemed to be the Concessionaire for the purpose of discharging the obligations of the Concessionaire under this Agreement for that limited period. The duties and obligations of the Concessionaire shall be suspended during such period and the Authority or its nominated Government Instrumentality shall operate and maintain the Airport in accordance with the provisions of this Agreement. Provided however, within 7 (seven) days of cessation of the aforesaid emergency and any effect thereof, or such longer time-period as may be reasonable taking into account the nature of emergency, the Authority or its nominated Government Instrumentality, as the case may be, shall hand the Airport (as it stands on that date) back to the Concessionaire, to operate and manage the same in accordance with the terms and conditions set out herein.

38.5.2 Any charges in relation to provision of Aeronautical Services or Non-Aeronautical Services levied and collected by the Authority or its nominated Government Instrumentality during such period, shall be held by it, for and on behalf of the Concessionaire and shall be given to the Concessionaire, subject to the Clause 38.5.3 herein below.

38.5.3 The Concessionaire shall reimburse and indemnify the Authority or its nominated Government Instrumentality, as the case may be, for any and all costs and expenses incurred by it, relatable to operation and maintenance of the Airport, during the period of step-in, which costs and expenses may be set-off by the Authority or its nominated Government Instrumentality from the amounts payable by the Authority to the Concessionaire under Clause 38.5.2 above.

38.5.4 In the event, the period of step-in, exceeds 3 (three) months, the same shall be considered as a Political Event of Force Majeure under Clause 32.4 and shall be dealt with accordingly.

ARTICLE 39. CHANGE IN REGULATORY PHILOSOPHY

39.1 It is clarified that, notwithstanding anything to the contrary contained in this Agreement, upon the occurrence of Change in Regulatory Philosophy after the expiry of 7 (seven) years from the COD, the Parties shall jointly appoint an independent third party to determine if such change will cause a Material Adverse Effect on the Concessionaire such that the material financial burden or loss caused thereby is the higher of Rs. 5,00,00,000/- (Rupees Five Crore) and 0.5% (zero point five per cent) of the pre-tax gross revenues of the Concessionaire as per its audited books of accounts in immediately preceding Accounting Year.

39.2 If such third party determines that the change will cause a Material Adverse Effect on the Concessionaire as aforesaid, the Parties shall meet to discuss and agree upon amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such change. In the event that no such agreement is reached within 30 (thirty) days of the Parties meeting, Concessionaire shall, at its sole discretion, be permitted to terminate this Agreement by giving a notice of 30 (thirty) days.

39.3 Upon such Termination, the Authority shall be liable to pay to the Concessionaire an amount equal to 70% (seventy percent) of the Termination Payment.

ARTICLE 40. LIABILITY AND INDEMNITY

40.1 General indemnity

40.1.1 The Concessionaire shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities, Designated GOI Agencies and Authority owned and/or controlled entities/enterprises, ("**Government Indemnified Persons**") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the performance of the obligations by the Concessionaire or from any negligence of the Concessionaire under contract or tort, or on the ground of fraud or negligence, or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any wilful negligent act or omission, or breach or default of this Agreement on the part of the Government Indemnified Persons.

40.1.2 Subject to Clause 10.3.6, the Authority shall indemnify, defend, save and hold harmless the Concessionaire against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature arising out of (a) defect in title and/or the rights of the Authority in the land comprised in the Site, and/or (b) breach by the Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Concessionaire of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of statutory duty on the part of the Concessionaire, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Concessionaire.

40.2 Indemnity by the Concessionaire

40.2.1 Without limiting the generality of Article 37, the Concessionaire shall fully indemnify, hold harmless and defend the Authority and the Government Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

(a) failure of the Concessionaire to comply with Applicable Laws and Applicable Permits;

(b) payment of Taxes required to be made by the Concessionaire in respect of the income or other Taxes of the Concessionaire's contractors, suppliers and representatives; or

(c) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its contractors which are payable by the Concessionaire or any of its contractors.

40.2.2 Without limiting the generality of the provisions of this Article 40, the Concessionaire shall fully indemnify, hold harmless and defend the Government Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Government Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Contractors in performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the

injunction or restraint order. If, in any such suit, action, claim or proceedings, the Airport, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for the Authority a license, at no cost to the Authority, authorising continued use of the infringing work. If the Concessionaire is unable to secure such license within the prescribed time, the Concessionaire shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

40.3 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 40 ("**Indemnified Party**"), it shall notify the other Party ("**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

40.4 Defence of claims

40.4.1 The Indemnified Party has the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 40, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice in the name of the Indemnified Party, if so required, provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

40.4.2 If the Indemnifying Party has exercised its rights under Clause 40.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

40.4.3 If the Indemnifying Party exercises its rights under Clause 40.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

(a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party;

(b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action;

(c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or

(d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:

(i) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or

(ii) that such claim, action, suit or proceeding involves or could have a Material Adverse Effect upon it beyond the scope of this Agreement:

Provided that if Sub-Clauses (b), (c) or (d) of this Clause 40.4.3 shall be applicable, the counsel for the Indemnified Party has the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

40.5 No consequential claims

Notwithstanding anything to the contrary contained in this Article 40, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

40.6 Survival on Termination

The provisions of this Article 40 shall survive Termination.

ARTICLE 41. DISPUTE RESOLUTION

41.1 **Dispute resolution**

41.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party ("**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 41.2.

41.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

41.2 **Conciliation**

In the event of any Dispute between the Parties, either Party may call upon the Independent Engineer during the Development Period and an industry expert during the Concession Period, to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Independent Engineer or the industry expert, as the case may be, or without the intervention of the Independent Engineer or such industry expert, either Party may require such Dispute to be referred to the Managing Director of the Authority and the Chairman of the Board of Directors of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 41.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 41.3.

41.3 **Arbitration**

41.3.1 Subject to the provisions of the Regulatory Framework concerning the power and authority of the Regulator to adjudicate upon the disputes as per the provisions therein, any other Dispute which is not resolved amicably by conciliation, as provided in Clause 41.2, shall be finally decided by reference to arbitration by an arbitral tribunal in accordance with Clause 41.3.2. Such arbitration shall be held in accordance with the Rules, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 (as maybe amended from time to time). The place of such arbitration shall be New Delhi and the language of arbitration proceedings shall be English.

41.3.2 There shall be an arbitral tribunal comprising 3 (three) arbitrators, of whom each Party shall select 1 (one), and the 3rd (third) arbitrator shall be appointed by the 2 (two) arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

41.3.3 The arbitral tribunal shall make a reasoned award ("**Award**"). Any Award made in any arbitration held pursuant to this Article 41 shall be final and binding on the Parties as from the date it is made, and the Concessionaire and the Authority agree and undertake to carry out such Award without delay.

41.3.4 The Concessionaire and the Authority agree that an Award may be enforced against the Concessionaire and/or the Authority, as the case may be, and their respective assets wherever situated.

41.3.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

41.4 **Adjudication by a Tribunal**

Notwithstanding anything contained contrary elsewhere in this Article 41, in the event of constitution of a statutory tribunal or other forum with powers to adjudicate upon disputes between the Concessionaire and the Authority in specific or otherwise for dealing with disputes arising out of public private partnership framework or otherwise, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 41.3, be adjudicated upon by such tribunal or other forum in accordance with Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly.

ARTICLE 42. DISCLOSURE

42.1 **Disclosure**

The Concessionaire shall make available for inspection by any person, copies of this Agreement and Safety Requirements, free of charge, during normal business hours on all working days at the Concessionaire's registered office and at the Airport. The Concessionaire shall prominently display at the Terminal Building, public notices stating the availability of this Agreement for such inspection, and shall provide copies of the same to any person upon payment of copying charges on a 'no profit no loss' basis.

42.2 **Disclosure of Documents relating to safety**

The Concessionaire shall make available for inspection by any person copies of all Documents and data relating to safety of the Airport, free of charge, during normal business hours on all working days, at the Concessionaire's registered office and at the Airport. The Concessionaire shall make copies of the same available to any person upon payment of copying charges on a 'no profit no loss' basis.

42.3 **Withholding disclosure of Protected Documents**

Notwithstanding the provisions of Article 39 and Clause 42.2, the Authority shall be entitled to direct the Concessionaire, from time to time, to withhold the disclosure of Protected Documents to any person in pursuance of the aforesaid Clauses, and not required to disclose and withhold under the provisions of the Right to Information Act, 2005.

ARTICLE 43. REDRESSAL OF PUBLIC GRIEVANCES

43.1 Complaints Register

43.1.1 The Concessionaire shall maintain a public relations office at the Airport where it shall keep a register ("**Complaint Register**") open to public access at all times for recording of complaints by any person ("**Complainant**"). Information relating to the availability of and access to the Complaint Register shall be prominently displayed by the Concessionaire at the Terminal Building so as to bring it to the attention of all Users.

43.1.2 The Complaint Register shall be securely bound and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, name and address of the Complainant, substance of the complaint and the action taken by the Concessionaire. Immediately after a complaint is registered, the Concessionaire shall give a receipt to the Complainant stating the date and complaint number.

43.1.3 Without prejudice to the provisions of Clause 43.1.1 and Clause 43.1.2, the Authority may, in consultation with the Concessionaire, specify the procedure for making complaints in electronic form and for responses thereto.

43.2 Redressal of complaints

43.2.1 The Concessionaire shall inspect the Complaint Register every day and take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly noted in the Complaint Register and a reply stating the particulars thereof shall be sent by the Concessionaire to the Complainant under a certificate of posting.

43.2.2 Within 7 (seven) days of the close of each month, the Concessionaire shall send to the Authority, a true photocopy each of all the pages of the Complaint Register on which any entry has been recorded during the course of such month, and upon perusal thereof, the Authority may, in its discretion, advise the Concessionaire to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance. The Concessionaire shall consider such advice and inform the Authority of its decision thereon, and if the Authority is of the opinion that the Complainant is entitled to further relief, it may refer the matter to the competent forum for its disposal under the Consumer Protection Act, 1986, and advise the Complainant to pursue the complaint at his own risk and cost.

ARTICLE 44. MISCELLANEOUS

44.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

44.2 Waiver of immunity

Each Party unconditionally and irrevocably:

1. agrees that the execution, delivery and performance by it of this Agreement constitutes commercial acts done and performed for commercial purpose;

2. agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;

3. waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

4. consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction, in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

44.3 Depreciation

For the purposes of depreciation under Applicable Laws, the property representing the capital investment made by the Concessionaire in the Project Assets shall be deemed to be acquired and owned by the Concessionaire. The Authority shall not in any manner be liable in respect of any claims for depreciation to be made by the Concessionaire under Applicable Laws.

44.4 Delayed payments

44.4.1 The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. Unless otherwise specifically provided in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 2% (two percent) above the Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

44.4.2 Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rests.

44.4.3 All payments due from the Authority to the Concessionaire on account of Termination pursuant to Clauses 27.6.2, 34.1 or 35.3, shall be made no later than 180 (on hundred and eighty) days from the Transfer Date.

Adani Ahmedabad International Airport Ltd

44.5 Waiver

44.5.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

A. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

B. shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

C. shall not affect the validity or enforceability of this Agreement in any manner.

44.5.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be considered or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

44.6 Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

(a) no review, comment or approval by the Authority of any Project Agreement, Document or Drawing submitted by the Concessionaire nor any observation or inspection of the operations, management or development of the Airport nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, Applicable Laws and Applicable Permits; and

(b) the Authority shall not be liable to the Concessionaire by reason of any review, comment, approval, observation or inspection referred to in Sub-Clause (a) above.

44.7 Exclusion of implied warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

44.8 Survival

44.8.1 Termination shall:

(a) not relieve the Concessionaire or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

44.8.2 All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

44.9 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. The Parties hereto agree that any obligations of the Concessionaire arising from the Request for Proposal, as the case may be, shall be deemed to form part of this Agreement and considered as such.

44.10 Severability

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

44.11 No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

44.12 Third parties

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

44.13 Successors and assigns

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

44.14 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(a) in the case of the Concessionaire, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Concessionaire may from time to time designate by notice to the Authority, provided that notices or other communications to be given to an address outside the city specified in Sub-Clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Concessionaire may from time to time designate by notice to the Authority.

Ahmedabad International Airport Ltd * Adani

Attention:	Chief Airport Office
Designation:	CAO
Address:	Adani Corporate House Shantigram, S G Highway, Ahmedabad - 382421, Gujarat, India
Fax No:	
Email:	

(b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand at the address given below and be addressed to the person named below with a copy delivered to the Authority or such other person as the Authority may from time to time designate by notice to the Concessionaire, provided that if the Concessionaire does not have an office in the same city as the Authority, it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier.

Attention:	Chairman
Address:	Airports Authority of India, Rajiv Gandhi Bhawan, New Delhi 11003
Fax No:	+ 91-11-24641088
Email:	chairman@aai.aero

(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery, provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

44.15 Change in Law

Any Change in Law shall not be a ground for any alteration or amendment to any term hereof or of any rights and obligations flowing from this Agreement in favour of the Concessionaire. The rights and obligations hereunder shall not be prejudiced by any Change in Law.

44.16 Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

44.17 Stamp Duty

Stamp duty and registration charges shall be payable by the Concessionaire on the execution or delivery of this Agreement.

44.18 Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

In witness whereof, the Parties have signed this Agreement through their authorised representatives, as above stated, as of the date first hereinabove mentioned:

Signed for and on behalf of:
AIRPORTS AUTHORITY OF INDIA
by a duly authorized representative:

14.2.2020

Name: Shri B.K. Mehrotra

Designation: Executive Director, Strategic Initiative Unit

Witness 1:

Name: N.V. SUBBA RAYUDU

Designation: GENERAL MANAGER (Engg-SIU)

एन. वि. सुब्बारायुडु
N. V. Subbarayudu
महाप्रबंधक (ईंज.)
General Manager (Engg.)
भारतीय विमानपत्तन प्राधिकरण
Airports Authority of India

Signed for and on behalf of:
ADANI AHMEDABAD INTERNATIONAL AIRPORT LIMITED
by a duly authorized representative:

Name: Mr. Behnad Zandi

Designation: Chief Executive Officer

Witness 2:

Name: JAY AMIN

Designation: GENERAL MANAGER - LEGAL

Adani Ahmedabad International Airport Ltd

Schedules

SCHEDULE A

SITE OF THE AIRPORT

(See Clause 10.1)

1 The Site

1.1 Site of the Airport is described in Annex I of this Schedule A.

1.2 An inventory of the Site including the land, buildings, structures, road works, trees and any other immovable property on, or attached to, the Site shall be prepared jointly by the Authority and the Concessionaire, and such inventory shall form part of the memorandum referred to in Clause 10.3.1 of the Agreement.

1.3 The perspective plan for the Site, as presently prepared by the Authority, is provided in Annex II of this Schedule A.

1.4 The Site earmarked for the Airport, accommodates all land use in respect of the Aeronautical as well as Non-Aeronautical Assets. It is clarified that the Concessionaire may, with prior written approval of the Authority, use land earmarked for City Side Development for the purpose of undertaking Aeronautical Services and/ or Non-Aeronautical Service, and *vice versa*, subject to the condition that the total area used by the Concessionaire for the purpose of City Side Development shall not exceed the total area earmarked for the same hereunder (as specifically set forth in Annex III hereto).

2 Additional land for Expansion of Airport

2.1 The Concessionaire hereby acknowledges, confirms and accepts that the land forming part of the Site is good and sufficient from all parameters to undertake the development and implementation of the Project.

2.2 The Authority is neither under any obligation nor will the Concessionaire be entitled to demand any additional land at any time during the Concession Period for undertaking any part of the development or implementation of the Project. Any land in respect of the Airport acquired in favour of the Authority post COD for provision of any Aeronautical Services and/ or undertaking any airside activities shall be mandatorily offered by the Authority to the Concessionaire on the same terms and conditions on which such land has been acquired in favour of the Authority.

Adani Ahmedabad International Airport Ltd

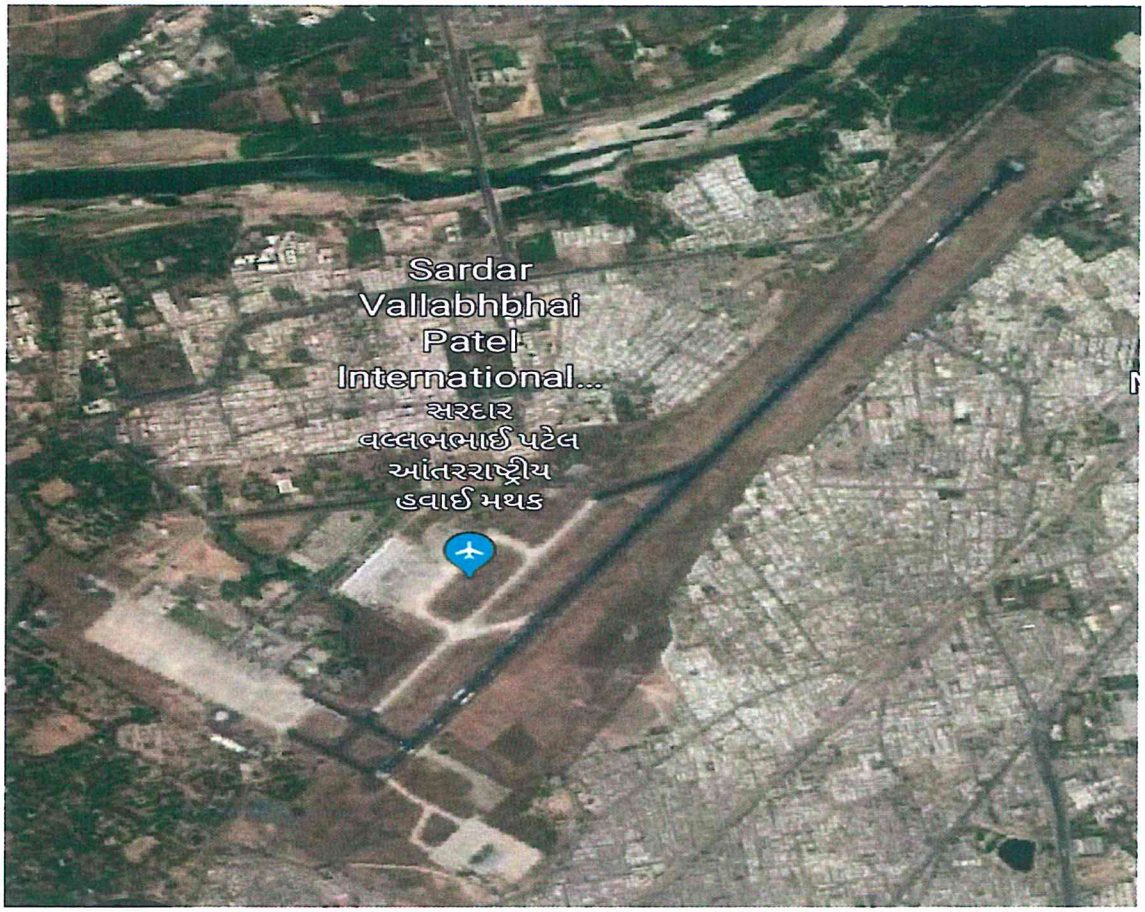
AIRPORTS AUTHORITY OF INDIA

Annex I

(Schedule A)

Site for the Airport

Background: Sardar Vallabhbhai Patel International Airport (SVPIA) (IATA: AMD, ICAO: VAAH) is an international airport serving the cities of Ahmedabad and Gandhinagar in Gujarat, India. The airport is located in Hansol, 9 km (5.6 mi) north of central Ahmedabad, 045 DEG/8KM from Ahmedabad Railway station. It is named after Sardar Vallabhbhai Patel, the 1st Deputy Prime Minister of India.
In fiscal year 2017-18, it handled about 9.2 million passengers making it the eighth-busiest airport in terms of passenger traffic in India. It was awarded as "Most improved airport" in Asia-Pacific region by the Airports Council International for 2017.



Airport Connectivity: Ahmedabad Airport well connected from city with transport by bus, taxi/cab or auto. It takes 14 minutes to travel from Ahmedabad Airport to City Centre. Approximate driving distance between Ahmedabad Airport and City Centre is 12 km.

Weather Conditions: Weather condition at Ahmedabad Airport mostly remains pleasant. Ahmedabad experiences warm and dry weather almost 8 months a year. Average annual Max. Temp. is 34.4 deg. C. and annual average minimum Temp. is 21 deg. C. Mean total rainfall 750.9 m, mean number of rainy days 33.6, mean number of days (Thunder 21, FOG 2.4 and Squall 1.3). The highest temp. recorded is 48 deg. C and lowest temp. Recorded is 2.2 deg. C. Normally, Ahmedabad experiences good visibility. Annual average visibility is 2.5 km and min visibility goes up to 750 M.

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

Wind: From Feb to Nov wind flows easterly direction and from Dec to Jan wind flows westerly direction.

Existing facility/assets at the Airport

RWY No	Elevation in Meter (THR)	TORA (Meter)	TODA (Meter)	ASDA (Meter)	LDA (Meter)	Slope
05	54.86	3505	3505	3505	3505	
23	57.60	3505	3505	3505	3505	0.07%

The air traffic services, surveillance and navigation aids facilities which are currently available at the airport are provided below:

Air Traffic Services	
Aerodrome Control	SMC, TWR (supported by ASMGCS & APP RADAR display)
Approach Control	Surveillance based Approach Control unit
Area Control	Surveillance based Area control unit (with vertical bifurcation in Upper and Lower Sectors)
Surveillance	PSR (ASR)- ELDIS / RL-2000, RSR(MSSR)- ELDIS/MSSR-1, AUTOMATION- INDRA /AIRCON-2100, ADS-B- COMSOFT, ASMGCS- HITT-SAAB
Communication	VHF Tx., VHF Rx. DATIS, Digital Voice Recorder, VCS- DRAKE, RCAG- RAYTHEON, AMSS, DSCN
Navigation Aids	LOCALIZER-7014/13 NORMARC, GLIDE PATH- NORMARC 7034/33, DME LOW POWER- THALES 415, DVOR- ASI 1150, DME HIGH POWER- MOPIENS MARU320 , NDB/OUTER LOCATER-SAC 500

The current airport has Taxiways and Aprons with the following measurements:

Area Details of Taxiways and Apron					
Taxiways and Apron		**Area in square meters**	**Dimensions**	**Area square meters**	**Remarks**
Apron-1	Domestic		775M x 200M	155000.00	
Apron-2	International		383M x 136M	52088.00	
Isolated Parking Stand			110M x 91M		
Taxiways		**Length (M)**	**Width (M)**		
A		337.00	23	7751	The link between dumbbell of RWY 05 to the Apron and vice-versa, length 308.45M
B		337	23	7751	At 186 M from beginning of RWY 05. Links RWY to Apron
C		197	23	4531	Link BTN RWY and parallel TWY at 2545m from beginning of RWY23
D		300	23	6900	Link BTN RWY and parallel TWY at 1711m from beginning of RWY 23.
F		262	23	6026	Link opposite to TWY B south of RWY 05/23

						connecting Isolation bay at 188m from beginning of RWY05
P			1279	23	29417	Parallel TWY north of RWY 05/23 of length 1279m from TWY B intersection and length between TWY A and B is 176.60m
L1			Area included in Apron Area			ACFT stand taxi lane from B to stand 5,8 to 13 and 22 to 24
L2			Area included in Apron Area			ACFT stand taxi lane from L1 to stand no. 1, 2, 3, 4, 6 and 7 restricted to aircraft wing span upto 30m
L3			Area included in Apron Area			ACFT stand taxi lane from L1 to stand no.14 to 21.
G			152.25	23	3501.75	1. Centre line, Edge marking, Intermediate Holding Position 2. Edge lighting and Signage. 3. VOR check point at TWY H
H			152.25	23	3501.75	

Terminal area and number of counters

Terminal	**Area in Sq.**		**Number of counters**			
	Meters	**Check In**	**Immigration**	**Customs**		**Security**
Domestic	29423 m^2	23	-NA-	-NA-		11
International	41000 Sq. m.	32	Departure :16 Arrival :17	03		05

Details of other passenger facilities at the Terminal building are set out below:

Other Passenger Facilities

Entry Gates		
Domestic (T-1)		Arrival: 02 Departure : 02 (With four columns) + 01 (Staff gate and abled persons)
International (T-2)		Total : 08 Arrival :02 Departure : 06
X-Ray Baggage Facility		
Domestic International (In-line XIBS)		X-BIS 100100V (Smiths)- Qty. 06 Domestic & International
		X-BIS 6040i (Smiths)- Qty.12 Domestic & International
		X-BIS 100100V (NUTECH)- Qty. 06 Domestic & International
		CX6040Bi (NUTECH)- Qty.04 Domestic & International
		In-Line XBIS (Smiths) Qty.-1 Domestic
		ETD (Smiths) ION Scan 500DT- Qty 07 Domestic &

Adani Ahmedabad International Airport Pvt. Ltd.
AIRPORTS AUTHORITY OF INDIA

		International
		ETD (SAFRAN MORPHO Detection)- Qty 04 Domestic & International
		DFMD (Door Frame Metal Detector)- Qty 24 Domestic & International
		HHMD(Hand Held Metal Detectors)- Qty 40 Domestic & International
		CCTV- No. of Camera 262 Along with Servers Domestic & International
Shopping Facility		
Domestic & International Terminal Buildings		Food court
		Premium Lounge
		Vodafone counter
		Herbal cosmetic shop
		Restaurant
		Branded Jewelry shop
		Leather boutique
		Gift Shop
		Snack bar
		Duty free shop
		Garvi Gujarat Local Handicrafts shop
		Croma Electronics
		Khadi and Gram Udhyog Shop
		Spa
		Subway food joint
		Baggage wrapping
		Magazine shop
		Branded Shoe shop
		Branded Ice cream parlour
Car Parking		
New Terminal Building		Currently CAR PARKING is being self -managed by AAI with the help of DGR-Manpower contract.
Passenger Facilities		
Passenger Facilities		PA System- Qty 02 Domestic & International
		FIDS (Flight Information Display System) Domestic & International
		Inter Terminal Link (ITL)
		Differently-abled person's friendly structures
		Free Medical service
		Free passenger baggage trolleys
		Free Drinking water
		Passenger information and guidance signage
		Free Wi-Fi
		Entertainment TV
		Child Care Room
		Reserved lounge for entitled dignitaries.
		Premium Lounge
		Wheel chairs
		Tourist information
		Sanitary Napkin Vending machines
		Wash room Feedback system
		Air Sewa Kiosks
		News Paper stand
		CUSS-Kiosks
		ATM facility

Adani Ahmedabad International Airport LLC
AIRPORTS AUTHORITY OF INDIA

		Postal Services
		Money exchange
		Bank
		Mobile / Laptop Charging Points
		Lost & found facility
		Smoking Zone
		Executive lounge
		Prepaid taxi service
		Plastic Bottle crusher
		Golf carts
		On the road Map of Plastic free Airport

Airport **-Land Details**

The current Airport was established since pre-independence period i.e 1937.

As off the status of the possession of the land for the Project is as follows:

Details	Unit	Value
Airport Area	Acres	987.12
Land under Authority's ownership	Acres	704.40 (Mutated)
Under Mutation	Acres	282.72

Currently there are 33 Air-craft parking stand (06 nos. in International Trml & 27 nos in Domestic Trml).

Work is in progress for 19 more stands i.e. 07 nos. for International Trml & 12 nos for Domestic Trml.

Annex II

(Schedule A)

(See Clause 12.2.1)

Master Plan for the Site

1. The Sardar Vallabhbhai Patel International Airport is proposed to be developed into a state-of-the-art airport serving tourism and business markets and keeping pace with the growth in air travel demand in India.

2. Phase I Development

It is proposed to develop the Airport in a phase-wise manner during the Concession Period. The Concessionaire shall prepare and update, from time to time, the Master Plan for the Airport for all phases as provided for in this Agreement.

The Concessionaire shall plan and develop Phase I of the Airport in the manner set out in the Agreement,) as well as cater to annual passenger throughput capacity (domestic and international) and annual cargo handling capacity, along with ancillary facilities as per its demand projections.

3. Development during subsequent Phases

a. The Development Plans for subsequent Phases shall, *inter alia*, provide for undertaking specific capital expenditure projects linked to continuous achievement of the Key Performance Indicators.

b. The Concessionaire shall submit the Development Plan for subsequent Phases after Phase I, at least 3 (three) months prior to the planned date of start of Construction Works for such Phase, as defined in the Master Plan.

c. The Concessionaire shall initiate Construction Works for subsequent Phases after Phase I, in a time bound manner having regard to actual Peak Hour passenger traffic and annual passenger traffic at the Airport in any Accounting Year vis-à-vis the design throughput capacity of the Airport, by taking into account the observed traffic growth rate over the preceding 6 (six) month period.

d. While following the above requirements, the Concessionaire shall plan its development activities and Construction Works for any Phase such that there is no breach of Key Performance Indicators, IATA Level of Service – C (optimal standards), Safety Requirements and any other statutory and regulatory requirements under the Applicable Laws, which are required to be followed for the operations of the Airport.

4. The Concessionaire shall prepare the Master Plan using the perspective plan provided herewith (refer perspective plan) in accordance with the following provisions:

- The Concessionaire has the flexibility to plan and design the facilities subject to provisions of the Agreement.
- The Master Plan shall be in accordance with Civil Aviation Requirements (CAR) as prescribed by the DGCA, ICAO Documents and Annexes, and Good Industry Practice.
- Level of service for Terminal Building – IATA Level of Service "C" (optimum standards) compliant. Terminal Building design must be capable of incremental expansion with minimum impact on current operations and existing infrastructure.

Adani Ahmedabad International Airport Ltd.

AIRPORTS AUTHORITY OF INDIA

- The City Side Development shall be as per provisions of the Agreement and Applicable Law.

- The Concessionaire shall, based on the above mentioned guidelines and provisions mentioned in this Schedule A, Schedule B and C, prepare the Master Plan. The Master Plan shall include following:

  1. a statement of the overall development strategy and philosophy;

  2. details of traffic forecasts and the traffic trigger for development of each of the Project Facilities, which are linked to traffic growth;

  3. vision of how the Airport and each of its precincts will look at each Phase and the ultimate vision of the Airport, at the end of the period when it reaches capacity;

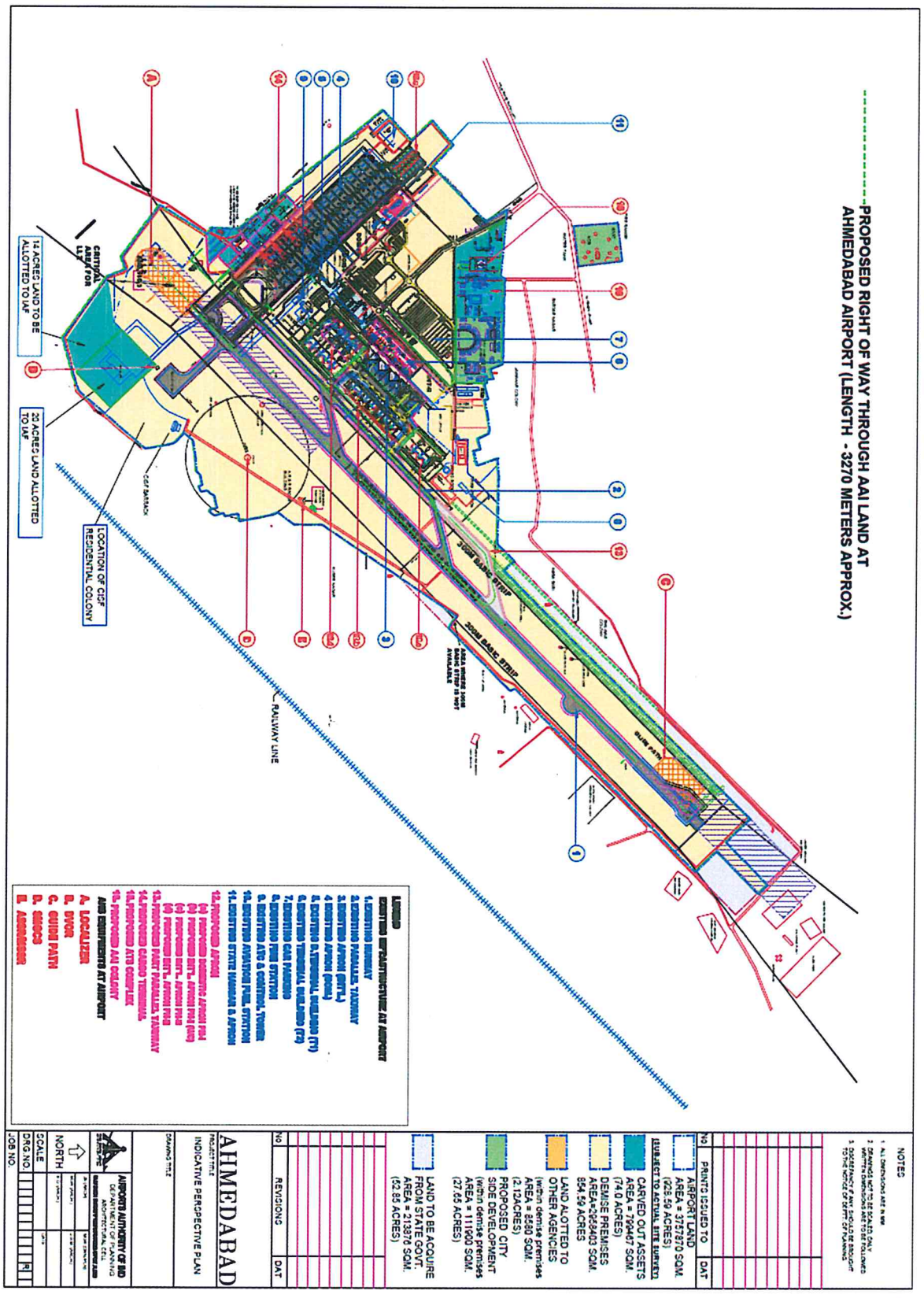
  4. obstacle limitation surfaces for the Airport and approach and take-off areas;

  5. provide graphic presentation of the development of the Airport in a phased manner;

  6. proposed development through the technical, economic, and environmental investigation of concepts and alternatives;

  7. such other matters that may be specified by the Authority.

5. Perspective Plan



Adani Ahmedabad International Airport Ltd

AIRPORTS AUTHORITY OF INDIA

6. The Development Plan ("**Development Plan**") for each Phase shall be prepared considering the following:

   a. Development Plan shall be in compliance with the:

      i. Master Plan;

      ii. requirements set forth in Schedule A, Schedule B and Schedule C hereof;

      iii. in accordance with International Civil Aviation Organization (ICAO)

      iv. guidelines as prescribed by the Directorate General of Civil Aviation Government of India (DGCA), this Agreement and conforming to Good Industry Practice

   b. Development Plan shall include:

      i. engineering design and drawings for each of the identified Project Facilities;

      ii. quantity and cost estimates;

      iii. specifications and standards

      iv. completion schedule;

      v. financing plan; and

      vi. any other criteria, as may be specified by the Authority or any concerned Governmental Instrumentality, from time to time.

6. The Concessionaire shall update the Master Plan every 5 (five) years starting from the COD.

7. The Concessionaire may modify the Master Plan to improve or augment the Aeronautical Services or to expand any part of the Airport to minimize or eliminate the congestion.

8. The construction of Phases, subsequent to Phase I will be in line with the requirements mentioned in Clause 12.7 of the Agreement.

Annex III

(Schedule A)

(See Clause 25)

City Side Development

The land available for commercial development is 27.65 acres which may be used for conducting economic activities. The land use plan for City Side Development is shown in the perspective plan provided in Annex II (Schedule A).

Annex IV

(Schedule A)

(See Clause 10.1)

Carved Out Assets and Areas

It is clarified that the Site and Project Assets shall not include the following:

SL.NO.	ASSET	ACRES (Approx.)
1.	CARGO COMPLEX	17.50 ACRES
2.	1. LAND REQUIREMENT FOR CNS ATM , & STAFF QUARTERS (16.0 ACRES) 2. ADMIN. BLOCK (1.0 ACRES) 3. ATC TOWER (2.5 ACRES) 4. EXISTING SCHOOL (3.O ACRES)	22.50 ACRES
3	LAND ALLOTED / TO BE ALLOTED TO IAF	34 ACRES
	TOTAL	74.0 ACRES

SCHEDULE B

DEVELOPMENT OF THE AIRPORT

(See Clause 2.1)

1. Development of the Airport

The planning approach to be used to facilitate the achievement of a well-developed Airport should be to establish airside, terminal development and other facility requirements on the basis of forecasted future traffic for various Phases. Facility requirements should be the outcome of the application of technical and service level standards to the relevant forecast data throughout the planning period to ensure that sufficient facilities are available to accommodate the forecast traffic volumes from the COD of the Airport till the end of the Concession Period

The most important systems that affect overall airport capacity and level of service to users are the Runway/ taxiway system and the passenger Terminal Building (and the domestic and international split), as well as the number of apron stands and contact gates. The development of the Airport in Phases shall be as per provisions mentioned in Schedule A.

In addition, regular investments are needed to periodically maintain and upgrade the facilities, replace equipment and meet other requirements in order to ensure the Airport infrastructure caters to the projected traffic meeting the service level standards prescribed in this Agreement.

2. Development Philosophy

The purpose of any planning effort is to determine the facilities required to support a forecast demand, with the near-term planning being used as means of identifying the initial development required. However, it is also imperative the planning efforts do not initiate development that precludes or significantly complicates the ability to develop latter stages of the Airport. Additionally, the planning effort must result in a scheme that remains flexible while also definitely establishing a coordinated plan for the incremental growth of specific elements of the Airport.

Sustainability

Environmental conservation is an important element of consideration for all work proposed for the Site. The Master Plan shall consider this from various lenses, considering overall site sustainability with respect to how the project is situated on the Site, how it impacts the area in and around the Site boundaries, for example through transportation to and lighting of the Site.

- **Water**: How is water demand managed, and how is water treated on the site?

  Sustainable, site-wide water strategies must first promote demand reduction, through management of water demand for building use, irrigation, and fire safety. Building demands should be managed by provision of water efficient fixtures, namely sinks and toilets. Irrigation requirements should be minimized by use of native species that are drought tolerant. Strategies should be pursued that promote the collection of graywater and storm-water for non-potable uses, including irrigation and aircraft washing.

- **Energy**: How is energy provided on or delivered to the site in sustainable ways, and how efficiently do building systems that require energy to operate?

  The ultimate EPI (Energy Performance Index) of the airport shall be less than the industry average as amended time to time.

  A large part of the energy required to operate the buildings on site is required for the conveyance systems, equipment, special systems (such as baggage handling), and

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

HVAC/lighting. In particular HVAC and lighting loads have the potential to be decreased by the use of solar shading (through use of sunshades, for instance), and by daylighting. These strategies should be implemented in each of the ancillary buildings, as well as the passenger terminal. It is expected that most energy efficient Air conditioning system with best Coefficient of Performance associated with modern control techniques and energy efficient Lighting shall be used.

- **Materials/resources**: How is waste managed on the Site, both during construction and in the course of daily operation, and are new materials selected and installed in sustainable ways?

  Materials specified for use on construction of the Site works, passenger terminal building and ancillary structures should be: low-toxicity, durable, low-maintenance, and use recycled content (to the largest extent possible). Where regional products and materials are available that meet the performance criteria outlined, these products should be considered for use.

- **Waste Management:** How is waste managed on the Site?

  A waste management strategy should be developed that minimizes construction waste, which in turn will reduce the amount of transportation energy expended to move materials to and waste from the Site. Once the facilities are complete, a strategy should be developed for limiting landfill waste generated by workers and passengers in the course of daily operation, through promotion of recycling and composting of organic waste, if possible.

- **Indoor Environmental Quality**: Are building systems being used to maximize occupant access to clean air, and daylight; are acoustical concerns mitigated?

  All buildings will be mechanically ventilated and selection of low-VOC materials will encourage a high quality of indoor area. Special glazing and other acoustical materials should be used to help attenuate the impact of outdoor aircraft and vehicle noises at building interiors; similar measures should be taken to control indoor noise generated by passengers and work activity.

The following summarizes minimum site sustainability goals and targets.

- Provide power for at least 25% (twenty five percent) of street and parking lot lights through solar,
- Provide rainwater harvesting of at least 30% (thirty percent) of all the storm water runoff generated on Site. Such water may be used to recharge the aquifer or as irrigation water,
- Use solar energy or other forms of recyclable energy for utility support buildings, i.e. methane gas for power generation,
- Reuse of all treated sewage water as either chiller makeup water or irrigation water, and
- Salvage as many existing trees that are on Site and/ or relocate such for use in the commercial development areas.

3. Airport

3.1 Development of Airport shall include:

(i) construction and procurement of various assets as described in this Schedule B and listed in Annex I to this Schedule B, including, as may be required, runways, taxiways, apron, aircraft parking bays, air traffic control tower, Cargo Facilities, Parking, flight kitchens, MRO facilities, warehousing facilities, airline offices, administrative offices, and

associated facilities;

(ii) construction and procurement of the Terminal Building and facilities; and

(iii) construction of the required approach roads.

3.2 The Airport shall be constructed by the Concessionaire in conformity with the Master Plan and the Specifications and Standards as set forth in Schedule C.

4. Reserved Area

The Concessionaire shall earmark and allocate the Reserved Area.

5. City Side Development

5.1 City Side Development shall be undertaken in accordance with and subject to the terms and conditions specified in Annex III of Schedule A.

5.2 City Side Development shall be undertaken in conformity with the Specifications and Standards set forth in Schedule C.

Annex I

(Schedule B)

DESCRIPTION OF ASSETS / PROJECT FACILITIES

The objective of this Schedule is to provide the broad description and requirements of various Project Facilities to be provided at Airport. The Concessionaire shall operate, manage and develop Project Facilities in accordance with the provisions of this Agreement.

1. Assets:

a. Aerodrome control services

b. Airfield

c. Airfield Ground lighting

d. Runways

e. Apron and Road Lighting

f. Taxiways including Rapid Exit Taxiways

g. Aircraft rescue and firefighting (ARFF)

h. Airside and landside access roads and forecourts including traffic signals, signage and monitoring

i. Security Check Points

j. Common hydrant infrastructure for aircraft fuelling services by authorised providers

k. Apron area

l. Apron control and allocation of aircraft stands

m. Manoeuvring Areas

n. Airfield Signage and Airfield Markings

o. Bird scaring

p. Cargo Terminal

q. Into the Plane services for Aircraft Refuelling

r. Airport Operations Control Center

s. Associated facilities to be constructed and operated on the Site such as sewage collection and recycling / water treatment / storm water planning

t. Ground Service Equipment (GSE) Maintenance Building and parking area

u. General aviation services (other than those used for commercial air transport services ferrying passengers or cargo or a combination of both)

Adani Ahmedabad International Airport LLC

AIRPORTS AUTHORITY OF INDIA

v. Hangars

w. Flight Catering Services

x. Vehicle parking

y. Airport Maintenance Building (MRO)

z. Airport Maintenance Building Hangar (MRO Hangar)

aa. Police Station and Customs Building

The capacity of assets will be as per the perspective plan, as updated by the Concessionaire as part of the Master Plan in compliance with ICAO Documents and Annexes, DGCA Civil Aviation Requirements and Good Industry Practice.

2. Description of Terminal Building

The guiding principles for planning and design of the Terminal Building are provided below. The Concessionaire shall develop an integrated terminal building, which is efficiently planned, flexible for phase-wise development, sustainable and economical.

Efficiency

The organization of the terminal should be straightforward and efficient with clear way finding. Passenger and baggage circulation should be organized so that departing and arriving passengers as well as domestic and international passengers do not mingle at any point on the airside of the building. The terminal building show allow for direct and efficient means of passenger and baggage flow for all passengers arriving and departing at the airport.

The distribution of domestic and international gates should ideally be organized to allow swing capabilities and maintain equidistant travel path from the terminal processing area. The terminal building should have integrated landscaping.

Flexibility

The organization of the spaces and structural design of the terminal should be modular thereby allowing flexibility and ease of expansion. The terminal processor should allow for phase-wise development of key functions such as baggage claim halls and processing areas.

Sustainability

Sustainable strategies should be integrated into the planning and architecture of the terminal. Renewable energy production, such as, solar panels should be explored. Landscaping along with green strategies, such as rain water harvesting should be employed. It should have minimum GRIHA -4 rating.

Economy

The new integrated terminal should be constructed using cost effective and environmental friendly technology. It should employ the use of local materials and resources.

Facilities

The Passenger Terminal Building must incorporate mandatorily the following facilities:

a. Arrivals concourses and meeting areas

b. In Line minimum CT X-Ray based Baggage systems including outbound and reclaim

c. Departure concourse with conventional and self-service check-in desks with Common User Passenger Processing System (CUPPS) compatible systems and Common User Self Service (CUSS).

d. Check-in concourses and Self Baggage Drop System.

e. Cleaning, heating, lighting and air conditioning public areas

f. Customs and immigration halls

g. Exclusion Room

h. Emergency services

i. Facilities for the disabled and other special needs people

j. Fire service

k. Flight information and public-address systems

l. Foul and surface water drainage

m. Guidance systems and marshalling

n. Information desks

o. Inter-terminal transit systems

p. Lifts, escalators and passenger conveyors

q. Loading bridges

r. Lost property

s. Passenger and hand baggage search

t. Policing and general security, including CCTC systems and related security equipment

u. Prayer Rooms

v. Signage

w. Toilets and nursing mother's rooms

x. Waste and refuse treatment and disposal

y. X-Ray service for carry on and checked-in luggage

z. VIP / special lounges / ceremonial lounge / Martyrs platform.

aa. Airline lounges

bb. Refreshment facilities at the Terminal Building;

aa. Facilities for tour operators and travel agents;

Adani Ahmedabad International Airport Ltd.
AIRPORTS AUTHORITY OF INDIA

bb. Facilities for hiring of taxies and transportation;

cc. Banks and foreign exchange facilities;

dd. Public access telephones;

ee. Tree plantation and landscaping

ff. Porter service

gg. Postal Services

hh. Airport offices

Finishes and other layout elements of the terminal building shall include, at a minimum:

i. Air conditioning throughout appropriate areas in the terminal building;

ii. Comfort rooms with optimal layout through the terminal and finishes that emphasize use of water saving devices, etc.

iii. Escalators with optimal layout through the terminal;

iv. Elevators with optimal layout through the terminal;

v. Public seating areas with appropriate capacity;

vi. Public flight information display system with screens and flat panel boards in sufficient numbers throughout the Passenger Terminals; and

vii. Signage which are informational, directional and emergency related.

The airport ICT system should comprise:

i. Data communications networks including wireless;

ii. Airport information management systems, including Airport Operational Data Base (AODB);

iii. Baggage reconciliation systems;

iv. Airport and airline systems, with ability to integrate new Information and Communication Technologies (ICTs)

v. Information kiosks;

vi. Public address systems; and

vii. Close Circuit Television (CCTV) security system to monitor the Airport

viii. Automatic Tray Retrieval System

The Concessionaire shall provide and maintain a safe and efficient airport Baggage Handling System including:

i. In-Line Baggage Screening System providing 100% (one hundred percent) security screening of all hold baggage for all domestic and international operations, meeting minimum

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

requirements of ICAO Annex 17 SARPs and requirements of the relevant Government Instrumentality responsible for providing or overseeing security at the Airport, subject to space constraints, if any, in the terminal;

ii. Handling of check-in and arriving, transfer and outsized baggage;

iii. Baggage claim facilities; and

iv. Handling and storage of lost baggage.

It is clarified that, where an In-Line Baggage Screening System does not exist currently at the Airport, the Concessionaire shall be entitled but not obligated to provide such system in the existing Terminal Building. It is further clarified that, in the event of the construction of a new Terminal Building, an In-Line Baggage Screening System shall be provided for in respect thereto.

The capacity of the Terminal Building will be as per the perspective plan, as updated by the Concessionaire as part of the Master Plan in compliance with ICAO Documents and Annexes, DGCA Civil Aviation Requirements and Good Industry Practice.

3 Specifications and Standards

All assets (including Terminal Building(s)) shall be in conformity with the Specifications and Standards specified in Schedule C.

SCHEDULE C
SPECIFICATIONS AND STANDARDS

(See Clause 2.1)

Airport

The Concessionaire shall comply with the Specifications and Standards set forth in this Schedule C for construction undertaken by or on behalf of the Concessionaire (but not including the works in progress referred to in Clause 6.4.5 of the Agreement) at the Airport.

1 Mandatory Standards and Requirements

The Concessionaire shall conform to the construction standards and other requirements specified in the following (as may be updated from time to time):

(a) Section 4, Series B (Part I), Civil Aviation Requirements (CAR), Aerodrome Standards and Air Traffic Services (November 2009);

(b) DGCA CAR Section 4 – Aerodrome Standards and Air Traffic Services; Series 'F' Part I regarding grant of an Aerodrome Licence;

(c) ICAO – International Standards and Recommended Practices, Aerodromes, to be referenced would include, but not be restricted to the following:

i. ICAO Annex 9 – Facilitation;
ii. ICAO Annex 12 – Search and Rescue;
iii. ICAO Annex 14 – Aerodrome Design and Operation;
iv. ICAO Annex 15 – Aeronautical Information Services;
v. ICAO Annex 16 – Environmental Protection;
vi. ICAO Annex 17 – Security;
vii. ICAO Annex 18 - Safe Transport of Dangerous Goods by Air

(d) ICAO Aerodrome Design Manual (Doc 9157);

(e) ICAO Airport Services Manual (Doc 9137);

(f) ICAO Airport Planning Manual (Doc 9184-AN/902);

(g) Any other ICAO Manual and Standards as applicable;

(h) US National Fire Protection Association (NFPA) standards on Airport Terminal Buildings, Fuelling Ramp drainage and loading Walkways;

(i) International Air Transport Association (IATA) Airport Development Reference Manual, 10th Edition, March 2014;

(j) Recommendations of the Airports Council International (ACI) on Apron Markings and Signs Handbook

(k) The National Building Code of India, 2016;

(l) Relevant Indian Standard Codes published by the Bureau of Indian Standards;

(m) Energy Conservation Building Code, 2007 issued by the Bureau of Energy Efficiency as revised from time to time;

(n) Statutory Agency Requirements, including DGCA, Bureau of Civil Aviation Security, Ministry of Defense, Customs and Immigration authorities, Ministry of Environment, Forests and Climate Change, Pollution Control Board;

(o) EN Standard

(p) Applicable Laws;

(q) Any other applicable manuals, standards, specifications, guidelines not listed above.

It is clarified that DGCA requirements and standards shall, in the event of conflict, prevail over any standards and requirements of international organizations such as IATA or ICAO.

SCHEDULE D

INDICATIVE APPLICABLE PERMITS

(See Clause 4.1.3)

The Concessionaire shall obtain, subject to requirements, the following Applicable Permits prior to the commencement of the relevant activity:

(a) Permission of the State Government for extraction of boulders from quarry;

(b) Permission of the Pollution Control Board for installation of crushers;

(c) License for use of explosives;

(d) License for the storage, usage, transportation of various categories of petroleum;

(e) Permission of the State Government for drawing water from river/reservoir;

(f) License from Inspector of factories or other competent authority for setting up Batching Plant;

(g) Clearance of the Pollution Control Board for setting up Batching Plant;

(h) Clearance of the Pollution Control Board for Asphalt Plant;

(i) Clearance of the Pollution Control board for installation of diesel generator sets;

(j) Clearances required for construction, operation and maintenance of the Terminal building, cargo complex, aircraft fuelling and other structures such as fire, BCAS, petroleum, etc.;

(k) Permission of the State Government for cutting of trees;

(l) Any other permits or clearances required under Applicable Laws;

(m) Agreement with Airport Authority of India regarding CNS/ATM operations for the Airport;

(n) Clearances from Central Board of Excise and Customs (CBEC) for Cargo operations; and

(o) Clearances from Ministry of Home Affairs, Government of India if in case any foreign proprietor/partner is involved.

SCHEDULE E

PERFORMANCE SECURITY

(See Clause 9.1)

[***To be executed on the stamp paper of appropriate value***]

AIRPORTS AUTHORITY OF INDIA
Rajiv Gandhi Bhawan,
3rd Floor, C-Block,
Safdarjung Airport,
New Delhi - 110003,
India

WHEREAS:

A. [•] ("**Concessionaire**") and the **AIRPORTS AUTHORITY OF INDIA** ("**Authority**") have entered into a Concession Agreement dated [•] ("**Agreement**"), whereby the Authority has authorised the Concessionaire to undertake the operations, management and development of ***[insert name of airport]*** in the state of ***[insert name of state where the airport is located]***, subject to and in accordance with the provisions thereof.

B. The Agreement requires the Concessionaire to furnish a Performance Security to the Authority for a sum of Rs. [•] (Rupees [•] Crore) ("**Guarantee Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement.

C. We, [•] through our Branch at [•] ("**Bank**") have agreed to furnish this bank guarantee ("**Guarantee**") by way of Performance Security in terms of the Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority, upon occurrence of any failure or default in the due and faithful performance of all or any of the Concessionaire's obligations or otherwise, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of [•], that there is an amount due and outstanding from the Concessionaire, or the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations under the Agreement and its decision in this regard shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.

5. The Authority has the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid, or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liabilities and obligations under this Guarantee, and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period set forth in the Agreement, and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 3 (three) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Performance Security shall cease to be in force and effect after the expiry of the period set forth in the Agreement, with a claim period of 3 (three) months thereafter. Upon request made by the Concessionaire for release of the Performance Security along with the particulars required hereunder, duly certified by the Statutory Auditor of the Concessionaire, the Authority shall release the Performance Security forthwith after the period of 3 (three) months from the date of expiry of this Guarantee.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course through post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

Signed and sealed this [•] day of [•], 20[•] at [•] SIGNED, SEALED AND DELIVERED

For and on behalf of
the BANK by:

(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:

(a) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

(b) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

SCHEDULE F

PHASE COMPLETION SCHEDULE

(See Clause 12.5.2)

1 Phase Completion Schedule

1.1 During the Development Period, the Concessionaire shall comply with the requirements set forth in this Schedule F for each of the Phase Milestones.

1.2 The Phase Milestones and Scheduled Completion Date, in respect of each Phase, shall be determined by the Concessionaire in consultation with the Independent Engineer at least 30 (thirty) days prior to the commencement of the Construction Works for each of such Phase.

1.3 The Concessionaire shall breakdown the whole of the Construction Works to be performed during the Development Period, in measurable time unit (days/ weeks/ months/ year) ("**Phase Completion Schedule**"), and link it with major activities to be completed during the Development Period. These major activities may be sub-divided in various tasks and the time period shall be defined to complete each task.

1.4 The breakdown of the Construction Works with time period shall be presented in the form of a bar chart or any suitable diagram, which clearly defines the linkages and interdependency between the tasks and activities.

1.5 The Concessionaire shall, as a part of the Development Plan, submit the Phase Completion Schedule to the Authority, in respect of each of the Phases.

2 Phase Milestone

The Concessionaire shall identify major milestones for each Phase of the Project to be adhered to, in terms of physical and financial progress of the Construction Works ("**Phase Milestone**"), to be completed on or before the Scheduled Completion Date for each Phase. The Concessionaire shall provide Phase Completion Schedule, in respect of each Phase, to the Authority.

3 Completion Prior to Scheduled Completion Date

On or before the Scheduled Completion Date of Phase I, the Concessionaire shall have completed the Phase I of the Airport in accordance with this Agreement.

4 Extension of period

Upon extension of any or all of the Phase Milestones or the Scheduled Completion Date, as the case may be, under and in accordance with the provisions of this Agreement, the Phase Completion Schedule shall be deemed to have been amended accordingly.

SCHEDULE G

TESTS

(See Clause 14.1.2)

1 Schedule for Tests

1.1. The Concessionaire shall, no later than 90 (ninety) days prior to the likely completion of the relevant Phase of the Airport, notify the Independent Engineer and the Authority of its intent to subject the relevant Phase to Tests, and not later than 15 (fifteen) days prior to the actual date of Tests, furnish to the Independent Engineer and the Authority detailed inventory and particulars of all works and Equipment forming part of the Airport.

1.2. The Concessionaire shall notify the Independent Engineer of its readiness to subject the relevant Phase of the Airport to the Tests at any time, after 7 (seven) days from the date of such notice, and upon receipt of such notice, the Independent Engineer shall, in consultation with the Concessionaire, determine the date and time for each Test and notify the same to the Authority, who may designate its representative to witness the Tests. The Concessionaire shall thereupon conduct the Tests in the presence of the Independent Engineer in accordance with Article 14 and this Schedule G.

2 Tests

In pursuance of the provisions of Clause 14.1.2 of this Agreement, the Concessionaire shall conduct, in the presence of the Independent Engineer, the following Tests:

2.1 Visual and Physical Test:

2.1.1 The Concessionaire shall conduct a visual and physical check of the Airport to determine that all works and equipment, forming part thereof, conform to the provisions of this Agreement.

2.1.2 The Runway, taxiways, apron, ATC Facility and Terminal Building shall be subjected to non-destructive testing of completed structures or part thereof, to be conducted in accordance with the procedure described in (IS-13311), the relevant ICAO Documents and Annexes and the applicable guidelines of DGCA.

2.2 Tests for Equipment:

The Concessionaire shall conduct Tests in accordance with the relevant ICAO Documents and Annexes, the applicable guidelines of DGCA and Good Industry Practice, for determining the compliance of all equipment with the Specifications and Standards and Safety Requirements.

2.3 Test for operation readiness:

The Concessionaire shall conduct trial run of the Airport to determine the compliance of the Airport, including the Aeronautical Assets, Terminal Building and Non-Aeronautical Assets, with the Specification and Standards, Maintenance Requirements, the relevant ICAO Documents and Annexes, applicable guidelines of DGCA and Safety Requirements.

2.4 Environmental Audit:

The Concessionaire shall carry out a check to determine conformity of the Airport with the environmental requirements, set forth in Applicable Laws and Applicable Permits.

2.5 Other Mandatory Tests:

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

The Concessionaire shall procure and ensure that all statutory tests required to be undertaken in accordance with the Applicable Laws for grant of an airport license by DGCA are undertaken and completed no later than 15 (fifteen) days prior to COD.

3 Agency for conducting Tests

All Tests set forth in this Schedule G shall be conducted by the Concessionaire or such other agency or person as it may specify in consultation with the Authority, in presence of the Independent Engineer and/or the Authority.

4 Tests for Safety Certification

Tests for determining the conformity of the Airport with the Safety Requirements shall be conducted in accordance with Good Industry Practice and in conformity with Applicable Laws and Applicable Permits.

5 Completion/ Provisional Report

Upon successful completion of the Tests, the Independent Engineer shall submit its report to the Authority, with respect to the Completion or the Provisional Completion, as the case may be, in accordance with the provisions of Article 14.

6 Tests during Construction

Without prejudice to the provisions of this Schedule G, the tests during the performance of the Construction Works shall be conducted in accordance with the provisions of Clause 13.3.1.

SCHEDULE H

SERVICE QUALITY REQUIREMENTS

(See Clause 23.1.1)

1 Service Quality Requirements

The Concessionaire shall, commencing from the date which is 1 (one) year from the COD, at all times, procure and ensure that it achieves the Service Quality Requirements as set forth in Annex I of this Schedule H.

2 Monthly Compliance Report

The Concessionaire shall, within 15 (fifteen) days of the closing of each calendar month, furnish a monthly report on compliance of the Service Quality Requirements.

3 Display of Schedule H

The Concessionaire shall display a copy of this Schedule H at the Terminal Building along with the Complaint Register, stipulated in Article 43.

Adani Ahmedabad International Airport Pvt. Ltd.

AIRPORTS AUTHORITY OF INDIA

Annex I

(Schedule H)

SERVICE QUALITY REQUIREMENTS

1 The Concessionaire shall commencing from the date which is 1 (one) year from the COD, at all times procure and ensure that the services provided at the Airport conform to the Key Performance Indicators ("**Service Quality Requirements**"), specified in this Annex I of Schedule H.

1.1 Objective Quality of Service Parameters and Benchmarks

Sl. No.	Performance Indicator	Performance Measure	Minimum Performance Standard	Measurement Mechanism	Measurement Frequency	Critical (Yes/No)
1	Car Parking	a) Average time taken to find parking space including the time taken for payment of parking fee or collection of ticket b) Average time from parking slot to the exit gate including the time for payment of parking fee	a) 95% of drivers take less than 5 minutes b) 95% of drivers take less than 5 minutes	Number of customers where average queuing time is within set standard as a percentage of total customers in the queue. The average queue time for Passengers in the car parking queue shall be measured from the time the Passenger joins the queue to the time of finding parking space in the car park and shall be calculated as per the methodology specified under paragraph 1.2.b of this Annex. The average queue time for Passengers exiting the car park shall be measured from the time the Passenger leaves the parking space to the time of leaving the exit gate and shall be calculated as per the methodology specified under paragraph 1.2.b of this Annex.	Based on Performance Measurement Plan	a) No b) No
2	Security Check	Waiting time in queue	95% of the Peak Hour passengers wait less than 5 minutes	Number of customers where average queuing time is within set standard as a percentage of total customers in the queue. The average queue time for Passengers in the security queue shall be measured from the time the Passenger joins the queue to the time	For both international and domestic Passengers, based on Performance Measurement Plan	Yes

				of reaching the processing counter and shall be calculated as per the methodology specified under paragraph 1.2.b of this Annex		
3	Check-in	Waiting time in queue	a) 95% of business class passengers wait less than 5 minutes b) 95% of economy class passengers wait less than 20 minutes	Number of Passengers where average queuing time is within set standard as a percentage of total Passengers in the queue. The average queue time for Passengers in the check-in queue shall be measured from the time the Passenger joins the queue to the time of reaching the processing counter/desk and shall be calculated as per the methodology specified under paragraph 1.2.b of this Annex	For both international and domestic Passengers, based on Performance Measurement Plan	Yes
4	Immigration	Waiting time in queue	a) 95% of passengers wait less than 10 minutes	Number of Passengers where average queuing time is within set standard as a percentage of total Passengers in the queue. The average queue time for Passengers in the immigration queue shall be measured from the time the Passenger joins the queue to the time of reaching the processing counter and shall be calculated as per the methodology specified under paragraph 1.2.b of this Annex.	Based on Performance Measurement Plan	Yes
5	Baggage delivery domestic	Time taken for baggage delivery from aircraft arrival	a) First baggage will arrive on baggage belt within 10 minutes of aircraft onblocks time, and b) Last baggage will arrive on baggage belt within 30 minutes for Code C aircraft 45 minutes for Code E of aircraft on-blocks time	Maximum time taken for baggage delivery from aircraft on-blocks time to first bag on baggage belt. Maximum time taken for baggage delivery from aircraft on-blocks time to last bag on baggage belt. The maximum time taken for both first bag and last bag shall be within set standard.	For all domestic flights, based on Performance Measurement Plan	Yes
6	Baggage delivery domestic	% time available	a) Each baggage belt should be available at least 95% of the time	The available time to be measured for each baggage belt, using actual operational hours in a month as percentage of total planned operational hours in a month (excluding planned maintenance time). The availability shall be measured with reference to formula provided in paragraph 1.2.a of this Annex.	For the duration of airport operational hours every day of the month. Data source to be based on Performance Measurement Plan	Yes
7	Baggage delivery international	Time taken for baggage delivery from aircraft arrival	a) First baggage will arrive on baggage belt within 15 minutes of aircraft onblocks time, and b) Last baggage will arrive on baggage belt within 40 minutes for Code C aircraft 45 minutes for Code E of aircraft on-blocks time	Maximum time taken for baggage delivery from aircraft on-blocks time to first bag on baggage belt. Maximum time taken for baggage delivery from aircraft on-blocks time to last bag on baggage belt. The maximum time taken for both first bag and last bag shall be within set standard.	For all international flights, based on Performance Measurement Plan	Yes

8	Baggage delivery international	% time available	a) Each baggage belt should be available at least 95% of the time	The available time to be measured for each baggage belt, using actual operational hours in a month as percentage of total planned operational hours in a month (excluding planned maintenance time). The availability shall be measured with reference to formula provided in paragraph 1.2.a of this Annex.	For the duration of airport operational hours every day of the month. Data source to be based on Performance Measurement Plan	Yes
9	Passenger arrival process	Time taken from aircraft arrival to kerbside	a) International – 95% of passengers take less than 45 minutes b) Domestic – 95% of passengers take less than 35 minutes	Number of Passengers where average time taken is within set standard as a percentage of total Passengers. The average time for Passengers shall be measured from the time the Passenger aircraft arrives to the time of reaching the kerbside and shall be calculated as per the methodology specified under paragraph 1.2.b of this Annex	For both international and domestic Passengers, based on Performance Measurement Plan	Yes
10	Passenger boarding bridges	Percentage time available	a) Each Passenger boarding bridge should be available at least 95% of the time	The available time to be measured for each Passenger boarding bridge using actual operational hours in a month as percentage of total planned operational hours in a month (excluding planned maintenance time). The availability shall be measured with reference to formula provided in paragraph 1.2.a below.	For the duration of airport operational hours every day of the month. Data source to be based on Performance Measurement Plan.	Yes
		Availability for % of aircraft movements to meet airline request	b) The Passenger boarding bridges should be available to 90% of international passengers and to 90% of domestic passengers travelling on aircrafts B737/A320 or larger unless not required by airlines.	The availability to be measured with respect to number of such aircraft movements for which Passenger boarding bridge (aerobridge) requirement was met as a percentage of total number of aircraft movements for which aerobridge was required by airlines.	Measurement shall be done for both international & domestic Passenger Terminals starting from completion of any expansion of the existing Terminals or construction of new Terminal Buildings. Data source to be based on Performance Measurement Plan.	Yes
11	Parking bays	Percentage time available	a) Each parking bay stand should be available at least 99% of the time.	The available time to be measured for each parking bay, using actual operational hours in a month as percentage of total planned operational hours in a month (excluding planned maintenance time) The availability shall be measured with reference to formula provided in paragraph 1.2.a of this Annex.	For the duration of airport operational hours every day of the month. Data source to be based on Performance Measurement Plan.	Yes

12	Availability of Flight Information Display Systems (FIDS)	Percentage time available	a) Each FIDS should be available at least 98% of the time.	The available time to be measured for each FIDS using actual operational hours in a month as percentage of total planned operational hours in a month (excluding planned maintenance time). The availability shall be measured with reference to formula provided in paragraph 1.2.a of this Annex.	For the duration of airport operational hours every day of the month. Data source to be based on Performance Measurement Plan.	No
13	Availability of baggage trolleys	Percentage time available	a) Baggage trolleys should be available 100% of the time.	Minimum available empty baggage trolleys at designated locations should not fall below 25. The designated locations shall be identified by the concessionaire in line with industry practice.	Based on Performance Measurement Plan	No
14	Passengers requiring wheel chairs	Waiting time for provision of assistance	a) 100% of departing Passengers, needing a wheel chair, should not wait longer than 5 minutes	Number of request for assistance where measurement done from the time of request to time of assistance provided is within set standard as a percentage of total number of request for assistance.	For the duration of airport operational hours every day of the month. Data source to be based on Performance Measurement Plan.	No
15	Transit/transfer Passengers	Minimum connect time for transit/transfer Passengers (i) domestic / domestic or (ii) domestic / international or (iii) international / international	a) Minimum connect time to be not more than 60 minutes for 80% of the domestic / domestic Passengers , b) Minimum connect time to be not more than 75 minutes for 80% of the domestic / international Passengers c) Minimum connect time to be not more than 60 minutes for 80% of the international / international Passengers	Minimum connecting time will be defined and measured as per IATA Resolution 765, where it is defined as "the shortest time interval required in order to transfer a passenger and his luggage from one flight to a connecting flight, in a specific location."	For both international and domestic transit Passengers, based on Performance Measurement Plan	No
16	Escalators, elevators, & travellators	Percentage time availability	a) Escalators, elevators & travellators should be available 98% of the time.	Available time to be measured for each escalator, elevator & travellator, using actual operational hours as percentage of total planned operational hours (excluding planned maintenance time). The availability shall be measured with reference to formula provided in paragraph 1.2.a of this Annex.	For the duration of airport operational hours every day of the month. Data source to be based on Performance Measurement Plan.	No

17	Automated services	Percentage time availability	a) Automated services should be available 98% of the time. "Automated services" shall include but not limited to inbound baggage system, outbound baggage system, X-Ray machines and public announcement system.	Available time to be measured for each Automated service, using actual operational hours as percentage of total planned operational hours (excluding planned maintenance time by the Concessionaire). The availability shall be measured with reference to formula provided in paragraph 1.2.a of this Annex.	For the duration of airport operational hours every day of the month. Data source to be based on Performance Measurement Plan.	No
18	Information /complaint desks	Availability of personnel at the information/ complaint desk	a) Information/complaint desks should be manned 100% of the time.	Availability of personnel at the information/complaint desk during operational hours	For the duration of airport operational hours every day of the month. Data source to be based on Performance Measurement Plan.	No
19	Ambient conditions in the Passenger Terminals	Maintenance of ambient conditions in the Passenger Terminals	a) Temperature range in a Passenger Terminal to be 21-25 degree Celsius during operational hours in the Passengers areas, and b) Relative humidity levels – correlated relative humidity to specified temperature range	Measurement will be in terms of average temperature and humidity levels in a Passenger Terminal during the actual operational hours.	Measurement shall be done for both international & domestic Passenger Terminals for the duration of airport operational hours during randomly selected days in the month covering all days of the week. Data source to be based on Performance Measurement Plan.	No
20	Runway operational safety	Number of runway incursions	a) Recording, investigating and minimizing runway incursions	Number of occurrences per thousand movements involving the incorrect presence of an aircraft, vehicle, or person on the protected area of a surface designated for the landing and take-off of aircraft, measured over the course of a year. All runway incursions to be reported and investigated in sufficient detail to identify severity, and specific causal and contributory factors.	Based on Performance Measurement Plan	Yes
21	ARFF	Response time to incident	a) As specified by ICAO achieve a response time not exceeding 3 minutes to any point of each	Response time is to be considered to be the time between the initial call to the ARFF service, and the time when the first responding vehicle(s) are in position to apply foam at a rate of at least 50% of the discharge rate specified for the	Based on Performance Measurement Plan	Yes

			operational runway, and to any other part of the movement area in optimum visibility and surface conditions b) Any other vehicles required to deliver the amounts of extinguishing agents should arrive no more than 1 minute after the first responding vehicle(s) (i.e. no more than 4 minutes after the first call) so as to provide continuous agent application.	category of the Airport. Optimum visibility and surface conditions are defined as daytime, good visibility, no precipitation with normal response route free from surface contamination e.g. water.		
22	Availability of taxi	Waiting time in queue	a) Queuing time for taxis will not be more than 5 minutes for 95% of the passengers.	Number of passengers where average queuing time is within set standard as a percentage of total passengers in the queue. The average queue time for passengers in the taxi queue shall be measured from the time the passenger joins the queue to the time of getting the taxi and shall be calculated as per the methodology specified under paragraph 1.2.b below.	For both international and domestic arriving passengers, based on Performance Measurement Plan	No
23	Handling of complaints	Percentage of complaints responded within specified time	a) 100% of complaints responded within 2 working days.	Total number of complaints where difference between times of receiving the complaint to first response is within the set standard as a percentage of total complaints received. The complaints covered shall include complaints received via post/email or complaint/suggestion register.	For the duration of airport operational hours every day of the month. Data source to be based on Performance Measurement Plan	No
24	Repair completion Time	Percentage of repairs done within specified time	a) 95% of high priority repair works should be addressed within 4 hours, b) 95% of others should be addressed within 24 hours	Total number of repair works where difference between times of recording the requirement of repair (through either complaints or periodic inspection) to first response is within the set standard as a percentage of total requirements of repair recorded.	For the duration of airport operational hours every day of the month. Data source to be based on Performance Measurement Plan	No

25	Cleanliness	Ratings during cleanliness surveys	a) Achieve a satisfactory cleanliness rating for 95% of all inspections	Satisfactory cleanliness rating as achieved during periodic cleanliness surveys as per established industry practices.	For the duration of airport operational hours every day of the month. Data source to be based on Performance Measurement Plan	No
26	Gate lounges	Seating availability	a) As per IATA Optimum Level of Service	Total number of seats available next to the gates, where the particular aircraft is to be boarded.	Measurement shall be done for both international & domestic Passenger Terminals starting from completion of Phase I Completion Date. **OR** completion of any expansion of the existing Terminals or construction of new Terminal Buildings Data source to be based on Performance Measurement Plan	No
27	Buggy Services	Availability of buggies	a) Buggy services should be available 98% of the time.	Minimum availability in line with industry practice. The designated locations shall be identified by the concessionaire in line with industry practice.	For the duration of airport operational hours every day of the month. Data source to be based on Performance Measurement Plan.	No

1.2 Measurement mechanism of Objective Performance Parameters

a) The measurement mechanism for performance on parameters "parking bays", "Passenger boarding bridges", "baggage delivery", "availability of Flight Information Display Systems", "escalators, elevators and travellators", and "Automated services".

The availability measure of each parameter shall be measured with respect to number and type of assets included under each parameter and shall be measured in accordance with the following:

(i) Calculate the total number of assets under each parameter, e.g. number of escalators, and multiply with the total available time required and total unavailable time for each asset. Calculate the sum total of the total available time and total unavailable for all assets, expressed as:

Total available time required =

$$\sum_{k=1}^{n} T_{k,j}$$

Total unavailable time =

$$\sum_{k=1}^{n} U_{k,j}$$

Where:

n is the total number of assets included in parameter i;

k denotes a specific asset included in parameter i such that k=1,2,...,n

Tk,j is the total planned available time for asset k in month j (i.e.after deducting the time for planned maintenance)

Uk,j is the time that asset k is unavailable in month j;

(ii) Calculate availability for parameter i in month j as:

$Availability_{ij}$ =

$$100 \times \left(1 - \frac{\sum_{k=1}^{n} U_{k,j}}{\sum_{k=1}^{n} T_{k,j}}\right)$$

Where:

$Availability_{ij}$ is the percentage availability of parameter i in month j;

b) The measurement mechanism for performance on parameters "car parking", "security check", "check-in", "immigration", "passenger arrival process", and "waiting time for taxi".

The measurement is to be done for the number of queues such that a statistically significant sample of Passengers is covered. The waiting time in queue shall be determined as:

(i) For each randomly selected day of a month, the 'busiest hour' of the day over which performance shall be measured is divided into "10 minute time intervals" beginning xx:00, xx:10, xx:20, xx:30, xx:40, xx:50, and xx:60 in the respective hour;

For each "10 minute time interval", the average queuing time shall be calculated as:

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

"average queuing time" = Num / A

Where:
A is the average number of Passengers per minute leaving the queue in the 10 minute time interval;
Num is the average number of Passengers in the queue per minute in the 10 minute time interval.

(ii) The performance percentage figures for set standard shall be calculated by:

i. Identifying how many Passengers in the busiest hours were processed in a time interval where the measured average queue time is no more than the set standard; and

ii. Calculating the percentage by dividing the above figure by the total number of Passengers processed in those busiest hours.

An hour may be specified to be a clock hour, starting at 00 minutes past the hour and ending at 59 minutes past the hour or any other predefined convention that the Concessionaire chooses (pre-defined so that the definition of an hour cannot be influenced by any other factors at the time of determining the sample hour).

1.3 Subjective Quality of Service Parameters and Benchmarks

a) Measurement of Subjective Performance Parameters

The Concessionaire shall become a member of Airports Council International (ACI) prior to the COD. Within six months from COD, the Concessionaire shall begin participating in the Airport Service Quality (ACI ASQ) Survey through which the departing Passengers shall be interviewed about their on-the-day experience at the airport.

If the membership of the Concessionaire is not accepted by ACI within such period, it shall procure an independent expert agency to (1) design a questionnaire and conduct a survey process that provides a basis of measuring subjective performance parameters on a 5- point scale and seek approval from the Authority on such questionnaire and the survey process, and (2) measure the responses of Passengers on a quarterly basis.

The rating obtained in the Passenger survey conducted either through the ACI-ASQ Survey or through the independent expert agency shall be the measure for subjective performance parameters.

b) The parameters to be covered by the above specified passenger survey will include all measured parameters as per ACI ASQ such as below:

(i) Overall satisfaction with the airport
(ii) Ground transportation to/from airport
(iii) Availability of parking facilities
(iv) Value for money of parking facilities
(v) Availability of baggage carts/trolleys
(vi) Waiting time in check-in queue/line
(vii) Efficiency of check-in staff
(viii) Courtesy and helpfulness of check-in staff
(ix) Waiting time at passport/personal ID inspection
(x) Courtesy and helpfulness of inspection staff
(xi) Courtesy and helpfulness of security staff
(xii) Thoroughness of security inspection
(xiii) Waiting time at security inspection

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

(xiv) Feeling of being safe and secure
(xv) Ease of finding your way through airport
(xvi) Flight information display system
(xvii) Walking distance inside the terminal
(xviii) Ease of making connections with other flights
(xix) Courtesy and helpfulness of airport staff (excluding check-in, passport control and security)
(xx) Restaurant/Eating facilities
(xxi) Value for money of restaurant/eating facilities
(xxii) Availability of bank/ATM facilities/money changers
(xxiii) Shopping facilities
(xxiv) Value for money of shopping facilities
(xxv) Internet access/ Wi-fi
(xxvi) Business/Executive lounges
(xxvii) Availability of washrooms/toilets
(xxviii) Cleanliness of washrooms/toilets
(xxix) Comfort of waiting/gate areas
(xxx) Cleanliness of airport terminal
(xxxi) Ambience of the airport
(xxxii) Passport/Personal ID Inspection
(xxxiii) Speed of baggage delivery service
(xxxiv) Customs inspection

c) The Target Rating would be as specified in Clause 23.7 of the Concession Agreement.

SCHEDULE I

SAFETY GUIDELINES

(See Clause 18.3.1)

1 Safe movement

In the operation, development and management of the Airport, particular care shall be taken to ensure safety of Users & aircraft. For aircraft, the safety parameters are to be provided in accordance with Civil Aviation Requirements (CAR). Provision of safety services like rescue and firefighting, Apron Management, Wild life strike hazard reduction, Aerodrome Vehicle operations, Aerodrome Fencing and lighting to be ensured. This shall include facilities for safe and efficient evacuation in case of emergency.

2 System integrity

In the design of power supply, lighting, signaling, communication and security equipment, particular care shall be taken to minimize the likely incidence of failure. Preventive maintenance required to keep the services operational shall be ensured.

3 Restoration of service

The Airport shall be designed such that in the event a fault occurs, a limited service can be provided within a few minutes by isolation of the affected area or equipment, to the extent possible. Secondary power supply requirements are to be provided in accordance with CAR.

4 Contingency and Safety management

4.1 The Concessionaire shall procure and ensure that appropriate contingency arrangements are in place at the Airport to deal with the following events in accordance with the provisions of the relevant ICAO Documents and Annexes and applicable guidelines of DGCA:

(a) removal of disabled aircraft from the Runway and taxiways;

(b) bomb threat to an aircraft or the Airport, or any acts of terrorism;

(c) aircraft accidents in and around the vicinity of the Airport;

(d) non-scheduled aircraft forced to land at the Airport;

(e) fires at the Airport;

(f) natural calamities and disasters;

(g) strikes at the Airport;

(h) handling of diversions;

(i) unlawful interference with civil aviation; and

(j) any other emergency at the Airport.

4.2 A safety statement shall be prepared by the Concessionaire once every quarter to bring out clearly the system of management of checks and maintenance tolerances for various assets, and the compliance thereof. The statement shall also bring out the nature and extent of staff training and awareness in dealing with such checks and tolerances. During the Development Period, 2

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

(two) copies of the statement shall be sent to the Independent Engineer within 15 (fifteen) days of the close of every quarter.

5 Safety equipment

The following safety equipment shall be provided at the Airport:

1. Fire extinguishers and fire alarms at appropriate locations on the Airport;

2. adequate number of ambulance, ambu-lift, stretchers and standard first aid boxes;

3. Medical Facility with Paramedical staff; and

4. such other equipment as may be required in conformity with the relevant ICAO Documents and Annexes, applicable guidelines of DGCA and Good Industry Practice.

6 Emergency

(a) A set of emergency procedures shall be formulated to deal with different emergency situations and the operations staff shall be trained to respond appropriately during such emergency through periodic simulated exercises, as laid down in Aerodrome Emergency Plan (including Aircraft emergencies, Sabotage, Bomb Threats, Unlawful interference, Dangerous goods, building fires, Natural disaster and public health emergencies), to be prepared and published by the Concessionaire prior to COD. The Concessionaire shall provide 5 (five) copies each of the Aerodrome Emergency Plan to the Authority prior to COD.

(b) Establishment of Emergency Operation Center and availability of Command post.

(c) Handling of medical emergencies in terminal building & on Airside.

7 Fire safety

7.1 The Concessionaire shall conform to the standards specified in the US National Fire Protection Association on Airport Terminal Buildings, Fuelling Ramp drainage and loading Walkways.

7.2 To prevent fire in the passenger areas, the Concessionaire shall use fire resistant materials in the construction thereof and shall avoid use of materials, which are to some extent, flammable or which emit smoke and harmful gases when burning.

7.3 Emergency exit should be accessible without any obstructions and must be able to readily open from inside without keys, tools or special knowledge. A device that locks only from outside, such as Panic Bar is permitted. The exit doors shall be easy to open from inside the Terminal Building in case of emergency.

7.4 Escape routes shall be clearly marked by arrows in the correct direction and no cryptic symbols shall be used. In complying with the provisions of this Clause 7.4, the possibility of poor visibility due to smoke shall be duly taken into account. All notices and signages shall be uniform and standardised.

7.5 Appropriate categories of rescue and fire-fighting services shall be made available and maintained in accordance with the provisions of the relevant DGCA CAR & ICAO Documents and Annexes.

8 User safety and information system

8.1 The Concessionaire shall provide the ASMU with the facilities required for supervising

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

passenger areas and the Terminal Building, and shall provide visual information to users. The Concessionaire shall also provide one-way communication to users at the Terminal Building through a Public Announcement system. The User call points should be located at convenient locations to allow users to contact the ASMU in emergencies.

8.2 The User information system shall comprise dynamic visual displays and loudspeakers.

SCHEDULE J

USER CHARTER

(See Clause 23.10)

INTERNATIONAL AIRPORT

1 Service with Safety

It is our aim to provide safety and quality in Airport Management through state-of-the-art infrastructure for total customer satisfaction. This Charter explains our commitments to the users of our Airport and what they can expect from us.

2 Contents

(a) Introduction

(b) Our standards for Passenger Service

(c) Availability of Information

(d) Passengers who require Assistance

(e) Buying a Ticket

(f) Lost Property

(g) Listening to your views

(h) Our promised response times

2.1 Introduction

Customers' Satisfaction is our motto! It is the intention of the management of the Airport to provide quality service to the users of this Airport through its trained manpower and contractors. We aim to provide:

(a) Safety and security for the users of the Airport

(b) Clean and hygienic environment

(c) Reliable and easy to understand information

(d) Polite, customer friendly and helpful staff

(e) Enjoyable and reasonable shopping and eating experience

(f) Availability of essential facilities

2.2 Our standards for Passenger Service

We will continue to toil hard at improving our performance to provide you with a reliable and comfortable service at our Airport.

2.2.1 Approach to the Airport

We will undertake all efforts to make your arrival within the Airport area smooth and comfortable. Our traffic plans will be oriented in such a manner that will enable easy entry into and exit from the Airport area. To make your approach comfortable, we will tow away the cars parked unauthorised on the approach road within the Airport area.

2.2.2 Entry to the Terminal Building

We will ensure that the entry into the Terminal Building is hassle free and when multiple entries are available, information will be suitably indicated at the entrances dedicated to specific airlines.

Entry to the Terminal Building will be non-discriminatory. However, visitors accompanying passengers will have to pay the entry fee as prescribed. The entry of the visitors may be curtailed or suspended at times as per the needs of security.

2.2.3 Luggage

We will ensure the availability of luggage trolleys to all the passengers who are in need of the same. Paid porterage service will also be made available for your convenience.

2.2.4 Parking of vehicles

It will be our endeavour to provide adequate parking space for the parking of various vehicles like car, scooter, bus, etc. The usage of parking facilities will be available on payment of prescribed fees, which may vary according to the vehicles and the type of parking used. It is our aim to ensure that you do not spend more than 5 (five) minutes for parking/ taking out your vehicle.

2.2.5 Length of queue

Adequate number of check-in counters, X-ray baggage machines, conveyor belts etc. will be provided so that the time spent on queues is kept at a minimum.

2.2.6 Facilities

You are entitled to the free facilities like toilets, clean drinking water, liquid soap, paper glass and child care room. All other facilities will be available on payment basis. All the essential facilities for eating, drinking and shopping for travellers' need, will be available in a pleasing atmosphere. In order to ensure availability of reasonably priced basic beverages and food items, vending machines would be installed at convenient locations. We will ensure that the vendors price their items as per laws relating to MRP. Vending machines of competing vendors will be provided to ensure competition and choice to the passengers. We will also ensure the cleanliness and hygiene of the Terminal Building so that you spend your time in a related and pleasant manner.

Our target will be to ensure that you do not have to stand in a queue for more than 5 (five) minutes for most of the services and not more than 20 (twenty) minutes for your luggage / baggage.

2.2.7 Seating

The waiting area for the users will be so planned as to ensure that at least 40% (forty percent) of the Peak Hour capacity are provided comfortable seats.

Adequate lighting will be provided for your comfort and the temperature inside the Terminal

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

Building will be maintained at 25° C, when the outside temperature is below 40° C. In other cases, the difference between the temperature outside the Terminal Building and the temperature inside the Terminal Building will not be less than 15° C. During winter season, the temperature shall not be less than 15° C.

2.2.8 Taxies

We will ensure that prepaid taxies are available when you arrive. Maximum waiting time for at least 95% (ninety five percent) of the time shall not exceed 5 (five) minutes.

2.2.9 Planned / Unplanned Engineering Works

We will ensure, whenever any modification/repair works are carried out, the area is adequately cordoned off, clear signage is available and normal functioning of the Airport is not affected in anyway.

2.3 Availability of information

Information is power.

We will provide timely information regarding the arrival and departure timings of flights. The information will also be available before you enter the Terminal Building so that you can spend more time with your relatives/friends in case of any delay. We will also provide clear and easy understood universally accepted signages inside the Terminal Building, so that you can avail all the facilities without asking for anybody's help.

However, if you need any help, our trained staff will be there to lend you a helping hand. The accuracy of the flight timings and abnormal delays largely depends on the cooperation by the airlines. We will make all efforts to coordinate with the airlines and update the information immediately on receipt.

2.4 Passengers who require assistance

We are concerned with the needs of differently abled passengers. We are committed to provide:

2.4.1 Assistance to Passengers

Our trained staff will be ready to help you once you bring the requirement to their notice.

2.4.2 Wash rooms

We will provide disabled friendly wash rooms which are easy to use.

2.4.3 Ramps

Wherever feasible, ramps will be provided for the wheel chair passengers.

2.4.4 First Aid Facilities

Facilities will be available for meeting any unforeseen medical emergencies and first aid will be provided by qualified professional.

2.5 Buying a ticket

Buying a ticket is very easy and convenient at our Airport. Adequate number of ticketing counters of all major airlines will be provided at the Airport. They will be open to the users coming by air and proceeding to another destination can also purchase their tickets without

going out of the Terminal Building.

2.6 Lost Property

Lost something at airport? You may get it back from the Lost Property Office located in the Terminal Building.

All the lost and found items will be sent to the Lost Property Officer in-charge. You may get in touch with them for recovery of your lost items. They can be reached at the email address *viz.* [●].

2.7 Listening to your views

Customer is always right. Customer satisfaction is our motto. Continuous improvement is our aim.

Periodic analysis of the User Satisfaction Survey on the different aspects of our service shall be carried out. To record your suggestions/complaints, suggestion books have been made available at various locations. You can also contact us through correspondence or our phone lines or through our website.

2.8 Our promised response times

When you write to us, you should hear from us within seven working days.

(a) In case it needs a longer time to provide a full reply, we will send you an acknowledgement within 7 (seven) working days and reply within 25 (twenty five) working days.

(b) If a full reply cannot be made within 25 (twenty five) working days, we will contact and update you.

(c) There are several agencies involved in providing the various services at the Airport. Some of the services we have promised above may involve interaction and coordination with these agencies who are primarily responsible for the provision of the service. In this case, we shall make best efforts to address your concerns.

If you are unhappy with our reply, we will make all our efforts to make you satisfied with our response. Kindly let us know. This will help us identify weak spots and continually improve our performance.

SCHEDULE K

SELECTION OF INDEPENDENT ENGINEER

(See Clause 24.1)

1 Selection of Independent Engineer

1.1 The process for the selection of an engineer for similar works within the Authority shall be applicable for the selection of an Independent Engineer under the Concession Agreement. Provided that the entity to be selected as an Independent Engineer shall be an experienced firm and be capable of discharging the functions and duties as envisaged under the Concession Agreement. Provided further that no entity which is owned or controlled by the Authority shall be eligible for appointment as the Independent Engineer hereunder.

1.2 The Authority shall nominate a panel of not less than 6 (six) engineers with expertise in airport development and for supervision, directly relevant to the needs of the assignment, with no conflict of interest to the Concessionaire. The Concessionaire shall have the right to object to one or more of such nominees but not in any circumstance exceeding 3 (three) nominees. The Authority shall appoint any one of the nominees to whom the Concessionaire has not objected, as the Independent Engineer.

1.3 In the event of termination of an Independent Engineer appointed in accordance with the provisions of Paragraph 1.1, the Authority shall appoint another firm of technical consultants forthwith or may engage a government-owned entity in accordance with the provisions of Paragraph 4 of this Schedule K.

1.4 The Concessionaire may, in its discretion, nominate a representative to participate in the process of selection to be undertaken by the Authority under this Schedule K.

1.5 The Terms of Reference for the Independent Engineer shall substantially conform to Schedule L.

2 Fee and expenses

2.1 In determining the nature and quantum of duties and services to be performed by the Independent Engineer during the period prior to COD, the Development Period, and the Concession Period, the Authority shall endeavour that payments to the Independent Engineer on account of fee and expenses shall be determined on the basis of the competitive bidding process.

2.2 The remuneration, cost and expenses of the Independent Engineer shall be paid by the Authority, and all such remuneration, cost and expenses shall be reimbursed by the Concessionaire to the Authority within 15 (fifteen) days of receiving a statement of expenditure from the Authority.

2.3 Any amounts paid to the Independent Engineer shall be considered for a pass-through for the determination of the Aeronautical Charges by AERA.

3 Selection every three years

No later than 3 (three) years from the date of appointment of the Independent Engineer pursuant to the provisions of Paragraph 1 of this Schedule K, and every 3 (three) years thereafter, the Authority shall engage another firm, who shall act as an Independent Engineer, in accordance with the criteria set forth in this Schedule K.

4 Appointment of government entity as Independent Engineer

Notwithstanding anything to the contrary contained in this Schedule K, the Authority may at its

Adani Ahmedabad International Airport Pvt. Ltd.

AIRPORTS AUTHORITY OF INDIA

discretion appoint a government-owned entity as the Independent Engineer, provided that such entity shall be a corporate body, having as one of its primary function the provision of consulting, advising and supervising services for engineering projects, provided further that a government-owned entity which is owned or controlled by the State Government shall not be eligible for appointment as Independent Engineer.

SCHEDULE L

TERMS OF REFERENCE FOR INDEPENDENT ENGINEER

(See Clause 24.2)

1 Scope

1.1 These Terms of Reference for the Independent Engineer ("**TOR**") are being specified pursuant to the Concession Agreement dated [•] ("**Agreement**"), which has been entered into between the Authority and [•] ("**Concessionaire**") for the Airport in city of ***[insert name of city where airport is located]*** in the State of ***[insert name of state where the airport is located]***, and a copy of which is annexed hereto and marked as Annex A to form part of this TOR.

1.2 This TOR shall apply to operations, management and development of the Airport.

2 Definitions and Interpretation

2.1 The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.

2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, *mutatis mutandis*, to this TOR.

3 Role and functions of the Independent Engineer

3.1 The role and functions of the Independent Engineer shall include the following:

(a) review of the designs, drawings, and documents as set forth in Paragraph 4;

(b) review, inspection and monitoring of Construction Works as set forth in Paragraph 4;

(c) reviewing and witnessing the Tests on completion of construction and assisting the Authority in issuing Completion Certificate/ provisional certificate as set forth in Paragraph 4;

(d) review, inspection and monitoring of O&M as set forth in Paragraph 5;

(e) review, inspection and monitoring of Divestment Requirements as set forth in Paragraph 6;

(f) determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;

(g) determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;

(h) assisting the Parties in resolution of Disputes as set forth in Paragraph 8;

(i) undertaking all other duties and functions in accordance with the Agreement; and

(j) assisting the Concessionaire in determining the Scheduled Completion Dates and Phase Milestones.

3.2 The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

4 Development Period

4.1 During the Development Period, the Independent Engineer shall undertake a detailed review of the designs and drawings to be furnished by the Concessionaire along with the supporting data, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys and traffic surveys. The Independent Engineer shall complete such review and send its comments/observations to the Authority and the Concessionaire within 15 (fifteen) days of receipt of such Development Plan and Drawings. In particular, such comments shall specify the conformity or otherwise of , Development Plan and such Drawings with the Scope of the Project and Specifications and Standards.

4.2 The brief scope of Independent Engineer at this stage includes, but not limited to, the following:

4.2.1 Review of all design, Drawings, specifications and procurement documents:

(a) design basis;

(b) comments on the design, Drawings, quantities and cost shall be submitted to Authority;

(c) all design and specifications shall be reviewed as per the development standards and requirements;

(d) to verify the list of items and quantities of all items in the bill of quantities of various procurement documents submitted by the Concessionaire and propose modification to the same, if necessary, along with financial implication.

4.2.2 Review of award of works and commercial contracts by the Concessionaire:

(a) contract document shall be reviewed for technical (design, construction, completion and commissioning) and commercial conditions;

(b) review and comment on capability of contractors;

(c) review the procedure of tendering and award of contract adopted by the Concessionaire.

4.3 The Independent Engineer shall review any modified drawings or supporting documents sent to it by the Authority and furnish its comments within 7 (seven) days of receiving such drawings or documents to the Authority.

4.4 The Independent Engineer shall review the drawings in accordance with Schedule I and furnish its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receiving such Drawings.

4.5 The Independent Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Authority, which is prepared by the Concessionaire and furnish its comments within 15 (fifteen) days of receipt thereof.

4.6 Upon reference by the Authority, the Independent Engineer shall review and comment on the EPC Contract or any other contract for construction of the relevant Phase of Airport, and furnish

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

its comments within 7 (seven) days from receipt of such reference from the Authority.

4.7 The Independent Engineer shall review the progress reports furnished by the Concessionaire with respect to the following and send its comments thereon to the Authority within 7 (seven) days of receipt of such report:

(a) compliance with Development Plan, Drawings, Specifications and Standards;

(b) ensure that the reports prepared by the Concessionaire has been in line with all the requirements of Development Plan and the Agreement;

(c) review and assessment of quantities of works and time lines for completion of the same;

(d) review and verify all the development works mentioned in the report physically on the ground with respect to the requirements as per the Specifications and Standards;

(e) review and provide its comments on quality of the works and identify any work or part of work required to be rectified before completion of the work; and

(f) review and adopt a project controls perspective, adequacy of resources that integrates cost and schedule, projecting potential trends (both negative and positive) and claims which may affect the approved construction cost.

4.8 The Independent Engineer shall inspect the Construction Works once every month, preferably after receipt of the monthly progress report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out a report of such inspection ("**Inspection Report**") setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Airport. The Independent Engineer shall send a copy of its Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.

4.9 The Independent Engineer may inspect the Airport more than once in a month if any lapses, defects or deficiencies require such inspections.

4.10 For determining that the Construction Works conform to Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests on a sample basis, to be specified by the Independent Engineer in accordance with Good Industry Practice for quality assurance. For purposes of this Paragraph 4.10, the tests specified in the relevant manuals specified by the Authority in relation to structures, buildings and equipment ("**Quality Control Manuals**") or any modification/ substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance. The Independent Engineer shall issue necessary directions to the Concessionaire for ensuring that the tests are conducted in a fair and efficient manner, and shall monitor and review the results thereof.

4.11 The sample size of the tests, to be specified by the Independent Engineer under Paragraph 4.10, shall comprise 10% (ten percent) of the quantity or number of tests prescribed for each category or type of tests in the Quality Control Manuals, provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid sample size by up to 10% (ten percent) for certain categories or types of tests.

4.12 The timing of tests referred to in Paragraph 4.10, and the criteria for acceptance/ rejection of their results shall be determined by the Independent Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Concessionaire for its own quality

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

assurance in accordance with Good Industry Practice.

4.13 In the event, the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards, and the provisions of this Paragraph 4 shall apply to such tests.

4.14 In the event that the Concessionaire fails to achieve any of the Phase Milestones, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of the Airport is not feasible within the time specified in the Agreement, it shall, through the Authority, require the Concessionaire to indicate within 15 (fifteen) days, the steps proposed to be taken to expedite the progress, and the period within which Completion shall be achieved. Upon receipt of such a report from the Authority, the Independent Engineer shall review the same and send its comments to the Authority forthwith.

4.15 If at any time during the Development Period, the Independent Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction, or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.

4.16 In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works and Users, the Authority may, by notice in writing, require the Independent Engineer to inspect such works, and within 3 (three) days of receiving such notice, the Independent Engineer shall inspect the suspended works and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.

4.17 If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall recommend the extension of dates set forth in the Phase Completion Schedule for Phase I and also for subsequent Phases, to which the Concessionaire is reasonably entitled, and shall notify the Authority of the same.

4.18 The Independent Engineer shall witness all the Tests being undertaken by the Concessionaire and based on the outcome of the Tests specified in Schedule G, submit a report on Completion or Provisional Completion, as the case may be. For carrying out its functions under this Paragraph 4.18 and all matters incidental thereto, the Independent Engineer shall act under and in accordance with the provisions of Article 14 and Schedule G.

4.19 Upon reference from the Authority, the Independent Engineer shall make a fair and reasonable assessment of the costs of providing information, works and services as set forth in Article 17 and certify the reasonableness of such costs for payment by the Authority to the Concessionaire.

5 Concession Period

5.1 In respect of the drawings, documents and reports received by the Independent Engineer for its review and comments during the Concession Period, the provisions of Paragraph 4 shall apply, *mutatis mutandis*.

5.2 The Independent Engineer shall review the annual maintenance programme furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 15 (fifteen) days of receipt of the maintenance programme.

5.3 The Independent Engineer shall review the monthly and quarterly status report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

7 (seven) days of receipt of such report.

5.4 The Independent Engineer shall inspect the Airport, once every month, preferably after receipt of the monthly and quarterly status report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out an O&M inspection report setting forth an overview of the status, quality and safety of O&M including its conformity with the Key Performance Indicators, maintenance requirements and safety requirements. In a separate section of the O&M inspection report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in O&M of the Airport. The Independent Engineer shall send a copy of its O&M inspection report to the Authority and the Concessionaire within 7 (seven) days of the inspection.

5.5 The Independent Engineer may inspect the Airport more than once in a month, if any lapses, defects or deficiencies require such inspections.

5.6 The Independent Engineer shall in its O&M inspection report specify the tests, if any, that the Concessionaire shall carry out, or cause to be carried out, for the purpose of determining that the Airport is in conformity with the maintenance requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Concessionaire in this behalf.

5.7 In respect of any defect or deficiency referred to in Paragraph 3 of Schedule I, the Independent Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.

5.8 The Independent Engineer shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement, and shall also determine the Damages, if any, payable for such delay.

5.9 The Independent Engineer shall examine the request of the Concessionaire for closure of the Airport for undertaking maintenance/repair thereof, keeping in view the need to minimise disruption in traffic and the time required for completing such maintenance/ repair in accordance with Good Industry Practice.

5.10 In the event that the Concessionaire notifies the Authority and the Independent Engineer of any modifications that it proposes to make to the Airport, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire within 15 (fifteen) days of receiving the proposal.

5.11 The Independent Engineer shall, at least once every month, conduct an audit of the systems installed by the Concessionaire, to check its accuracy.

5.12 The Independent Engineer shall at the end of the Concession Period (including, extension, if any) provide assistance on transfer of the Project Assets from the Concessionaire to the Authority and assist the Authority in undertaking all necessary activities required for issuance of Vesting Certificate to the Concessionaire in accordance with the terms of the Agreement.

6 Termination

6.1 At any time, not earlier than 90 (ninety) days prior to Termination, but not later than 15 (fifteen) days prior to such Termination, the Independent Engineer shall, in the presence of a representative of the Concessionaire, inspect the Airport for determining compliance by the Concessionaire with the Divestment Requirements set forth in Article 36 and, if required, cause tests to be carried out at the Concessionaire's cost for determining such compliance. If the Independent Engineer determines that the status of the Airport is such that its repair and rectification would require a larger amount than the sum set forth in Clause 37.2, it shall

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

recommend retention of the required amount in the Escrow Account and the period of retention thereof.

6.2 The Independent Engineer shall inspect the Airport once in every 15 (fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the Concessionaire under Article 37, in respect of the defects or deficiencies specified therein. If any such defect or deficiency is found by the Independent Engineer, it shall make a report in reasonable detail and send it forthwith to the Authority and the Concessionaire.

7. Determination of costs and time

7.1 The Independent Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.

7.2 The Independent Engineer shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.

8. Assistance in Dispute resolution

8.1 When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement.

8.2 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Independent Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

9. Other duties and functions

The Independent Engineer shall perform all other duties and functions specified in the Agreement.

10. Miscellaneous

10.1 The Independent Engineer shall notify its programme of inspection to the Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.

10.2 The Independent Engineer shall retain at least 1 (one) copy each of all drawings and documents received by it, including 'as-built' Drawings, and keep them in its safe custody.

10.3 Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all drawings, documents, results of tests and other relevant records, and hand them over to the Authority or such other person as the Authority may specify, and obtain written receipt thereof. 2 (two) copies of the said documents shall also be furnished in their editable digital format or in such other medium or manner as may be acceptable to the Authority.

10.4 Wherever no period has been specified for delivery of services by the Independent Engineer, the Independent Engineer shall act with the efficiency and urgency necessary for discharging its functions in accordance with Good Industry Practice.

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

SCHEDULE M

ESCROW AGREEMENT

(See Clause 29.1)

THIS ESCROW AGREEMENT ("**Agreement**") is entered into at [_____] on this the [_____] day of [_____], 20[_____],

BY AND AMONGST:

[_____], a company incorporated under the provisions of the [Companies Act, 2013], having corporate identity number [_____] and its registered office at [_____] (hereinafter referred to as the "**Concessionaire**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);

AND

[_____] (insert name and particulars of Lenders' Representative) and having its registered office at [_____], acting for and on behalf of the Senior Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the "**Lenders' Representative**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns);

AND

[_____] (insert name and particulars of the Escrow Bank), having its registered office at [_____] and amongst other places, a branch office at [_____] (hereinafter referred to as the "**Escrow Bank**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns);

AND

AIRPORTS AUTHORITY OF INDIA, a body corporate constituted by the central government under the Airports Authority of India Act, 1994 and having its corporate office at Rajiv Gandhi Bhawan, 3rd Floor, C-Block, Safdarjung Airport, New Delhi - 110003, India, (hereinafter referred to as the "**Authority**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns);

WHEREAS:

A. The Authority has entered into a concession agreement dated [_____] with the Concessionaire ("**Concession Agreement**") for the Airport at *[insert name of city where airport is located]* in the State of *[insert name of state where airport is located]*, in accordance with the terms and conditions as set forth in the Concession Agreement, and a copy of which is annexed hereto and marked as Annex A to form part of this Agreement.

B. The Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

C. The Concession Agreement requires the Concessionaire to establish an Escrow Account, *inter alia*, on the terms and conditions stated therein.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"**Agreement**" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"**Concession Agreement**" means the concession agreement referred to in Recital A above and annexed hereto as Annex A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"**Concessionaire**" means the person referred to as Concessionaire in the foregoing Recitals;

"**Cure Period**" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by the Authority or the Lenders' Representative, as the case may be, to the Concessionaire asking the latter to cure the breach or default specified in such notice;

"**Escrow Account**" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"**Escrow Bank**" means the bank referred to as the escrow bank in the foregoing Recitals;

"**Escrow Default**" has the meaning ascribed thereto in Clause 6.1.1;

"**Indemnified Party**" has the meaning ascribed thereto in Clause 9.2;

"**Indemnifying Party**" has the meaning ascribed thereto in Clause 9.2;

"**Lenders' Representative**" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"**Parties**" means the parties to this Agreement collectively and the term "Party" means any of the parties to this Agreement individually;

"**Payment Date**" means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"**Sub-Accounts**" mean the respective sub-accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month, then appropriated proportionately in such month and retained in the respective sub-accounts and paid out therefrom on the Payment Date(s).

1.2 Interpretation

1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.

1.2.2 The words and expressions beginning with capital letters and defined in this Agreement has the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.3 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2. ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

2.1.1 The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority, the Lenders' Representative and the Concessionaire in connection herewith, and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together, with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2 The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority, the Lenders' Representative and the Concessionaire, and applied in accordance with the terms of this Agreement. No person other than the Authority, the Lenders' Representative and the Concessionaire shall have any rights hereunder as the beneficiaries of, or as third party beneficiaries under this Agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire, Senior Lenders or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority, the Lenders' Representative and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and operation of Escrow Account

2.3.1 Within 30 (thirty) days from the date of this Agreement, and in any case prior to the COD, the Concessionaire shall open and establish the Escrow Account with the [•] (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations, and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3 The Escrow Bank and the Concessionaire shall, after consultation with the Lenders' Representative, agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

2.4 Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire.

2.5 Rights of the parties

Save and except as otherwise provided in the Concession Agreement, the rights of the Authority,

Adani Ahmedabad International Airport Ltd.
AIRPORTS AUTHORITY OF INDIA

the Lenders' Representative and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority, the Lenders' Representative and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

2.6 Substitution of the Concessionaire

The Parties hereto acknowledge and agree that upon substitution of the Concessionaire with the Nominated Company, pursuant to the Substitution Agreement, it shall be deemed for the purposes of this Agreement that the Nominated Company is a Party hereto and the Nominated Company shall accordingly be deemed to have succeeded to the rights and obligations of the Concessionaire under this Agreement, on and with effect from the date of substitution of the Concessionaire with the Nominated Company.

3 DEPOSITS INTO ESCROW ACCOUNT

3.1 Deposits by the Concessionaire

3.1.1 The Concessionaire agrees and undertakes that it shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account:

(a) all monies received in relation to the Project from Banks, Senior Lenders, other lenders, shareholders, insurance companies or any other person or otherwise;

(b) all Fee and all other revenues, from or in respect of the Airport, Project, Project Facilities and/ or Project Assets, including the proceeds of any rentals, deposits, capital receipts, insurance claims, etc.; and

(c) all payments by the Authority, after deduction of any outstanding Monthly Concession Fee;

Provided that the Senior Lenders may make direct disbursements to the EPC Contractor, in accordance with the express provisions contained in this regard in the Financing Agreements.

3.1.2 The Concessionaire may, at any time, make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

3.2 Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with the Termination Payments.

Provided that, notwithstanding the provisions of Clause 4.1.1, the Authority shall be entitled to appropriate from the aforesaid amounts, any Monthly Concession Fee due and payable to it by the Concessionaire and the balance remaining shall be deposited into the Escrow Account.

3.3 Deposits by Senior Lenders

The Lenders' Representative agrees, confirms and undertakes that the Senior Lenders shall deposit into and/or credit the Escrow Account with all disbursements made by them in relation to or in respect of the Project, provided that notwithstanding anything to the contrary contained in this Agreement, the Senior Lenders shall be entitled to make direct payments to the EPC Contractor under and in accordance with the express provisions contained in this behalf in the Financing Agreements.

3.4 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account, provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Concessionaire in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4 WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals

4.1.1 At the beginning of every month, or at such shorter intervals as the Lenders' Representative and the Concessionaire may, by written instructions, determine that the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order, by depositing such amounts in the relevant Sub-Accounts, for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

(a) statutory payments, all taxes due and payable by the Concessionaire for and in respect of the Airport;

(b) Monthly Concession Fee due and payable to the Authority;

(c) all payments as may be due and payable to the Authority pursuant to the Concession Agreement and/ or the Damages certified by the Authority as due and payable to it by the Concessionaire under the Concession Agreement; and

(d) monthly proportionate provision of debt service due in an Accounting Year;

(e) balance, if any, in accordance with the instructions of the Concessionaire.

4.1.2 No later than 60 (sixty) days prior to the commencement of each Accounting Year, the Concessionaire shall provide to the Escrow Bank, with prior written approval of the Lenders' Representative, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1, provided that such amounts may be subsequently modified, with prior written approval of the Lenders' Representative, if fresh information received during the course of the year makes such modification necessary.

4.2 Withdrawals upon Termination

Upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

(a) payroll dues and statutory payments, all taxes due and payable by the Concessionaire for and in respect of the Airport;

(b) outstanding Monthly Concession Fee;

(c) all other amounts which are outstanding to be paid by the Concessionaire to the Authority, as on the date of the Termination of the Concession Agreement;

(d) all payments as may be due and payable to the Authority pursuant to this Agreement and/ or the Damages certified by the Authority as due and payable to it by the Concessionaire;

(e) outstanding debt service including the balance of debt due;

Adani Ahmedabad International Airport Ltd.
AIRPORTS AUTHORITY OF INDIA

(f) balance, if any, in accordance with the instructions of the Concessionaire:

Provided that the disbursements specified in Sub-clause (e) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority, set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement or improvement of the Airport, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

4.5 Withdrawals during Suspension

Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Concessionaire, during the period of Suspension under Article 34 of the Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period, shall be complied with as if such instructions were given by the Concessionaire under this Agreement, and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.

5 OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire and/or the Lenders' Representative as to the relevant Payment Dates), the Escrow Bank shall notify the Lenders' Representative of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

(a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;

(b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

(c) shall, within 5 (five) business days after receipt, deliver a copy to the Lenders' Representative of any notice or document received by it in its capacity, as the Escrow Bank from the Concessionaire, or any other person hereunder or in connection herewith; and

(d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire of any notice or document received by it from the Lenders' Representative in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. It is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6 ESCROW DEFAULT

6.1 Escrow Default

6.1.1 Following events shall constitute an event of default by the Concessionaire (an "**Escrow Default**"), unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority or the Lenders' Representative:

(a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account, as provided herein, and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;

(b) the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account, within a Cure Period of 5 (five) business days; or

(c) the Concessionaire commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days.

6.1.2 Upon occurrence of an Escrow Default, the consequences thereof shall be dealt in accordance with the provisions of the Concession Agreement.

7. TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

7.1.1 This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Concessionaire in respect of the debt, guarantee or financial assistance received by it from the Senior Lenders, or any of its obligations to the Authority remains to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance

with the provisions of this Agreement.

7.1.2 Without prejudice to the provisions of Clause 7.1.1 above, simultaneous with the termination of the Escrow Agreement as per Clause 7.1.1 above, the Concessionaire hereby agrees to execute a new Escrow Agreement in the same format, subject to the following modifications:

(a) the Lenders' Representative shall be replaced by the Authority or any of its nominees as a Party to the Escrow Agreement;

(b) the Authority or any of its nominees, being a Party to the Escrow Agreement as per (a) above, shall perform and undertake all such functions, as are contained in the name of the Lenders' Representative;

(c) all the references to the Senior Lenders and Financing Agreements and other related terms, shall be modified as per the instructions of the Authority;

(d) any such Escrow Agreement shall be terminated only after the Termination of the Concession Agreement, and shall remain valid for a period of atleast the tenure for which the any amounts are to be retained in the Escrow Account as per Clause 37.2; and

(e) such other changes and modifications, as may be instructed by the Authority at such time.

7.1.3 Non-execution of the Escrow Agreement as per Clause 7.1.2 above within a maximum period of 24 (twenty four) hours of the termination of the Escrow Agreement as per Clause 7.1.1 above, shall be deemed to be the Concessionaire's Default under the Concession Agreement, with consequent remedies available to the Authority including the right of Termination of the Concession Agreement.

7.2 Substitution of Escrow Bank

7.2.1 The Concessionaire may, by not less than 45 (forty five) days prior notice to the Escrow Bank, the Authority and the Lenders' Representative, terminate this Agreement and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to the Lenders' Representative and arrangements are made satisfactory to the Lenders' Representative for transfer of amounts deposited in the Escrow Account, to a new Escrow Account established with the successor Escrow Bank.

7.2.2 The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Concessionaire and the Lenders' Representative made on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement and the Financing Agreements including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8 SUPPLEMENTARY ESCROW AGREEMENT

8.1 Supplementary Escrow Agreement

The Lenders' Representative and the Concessionaire shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, *inter alia*, for detailed

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

procedures and documentation for withdrawals from Sub-Accounts, pursuant to Clause 4.1.1 and for matters not covered under this Agreement, such as the rights and obligations of Senior Lenders and lenders of Subordinated Debt, investment of surplus funds, restrictions on withdrawals by the Concessionaire in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto, provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement, and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9 INDEMNITY

9.1 General indemnity

9.1.1 The Concessionaire will indemnify, defend and hold the Authority, Escrow Bank and the Senior Lenders, acting through the Lenders' Representative, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

9.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

9.1.3 The Escrow Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement ("**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder ("**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim, and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10 DISPUTE RESOLUTION

10.1 Dispute resolution

10.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration, by appointing a board of arbitrators comprising of one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Rules, and shall be subject to the provisions of

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

the Arbitration and Conciliation Act, 1996, as amended from time to time.

10.1.2 The arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The place of arbitration shall be the capital of the State and the language of arbitration shall be English.

11 MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State shall have jurisdiction over all matters arising out of or relating to this Agreement.

11.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now have, may acquire in the future or which may be attributed to it under any jurisdiction; and

(d) consents, in respect of the enforcement of any judgement or award against it, in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

11.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

11.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5 Waiver

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

Adani Ahmedabad International Airport Ltd.
AIRPORTS AUTHORITY OF INDIA

(c) shall not affect the validity or enforceability of this Agreement in any manner.

11.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder, nor time or other indulgence granted by any Party to another Party shall be considered or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.6 No third party beneficiaries

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

11.7 Survival

11.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(a) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

11.8 Severability

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

11.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 p.m. 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 or e-mail, 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.

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12 Authorised representatives

Each of the Parties shall, by notice in writing, designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

11.13 Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered, shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the [_____] day of 20[_____] hereunto affixed in the presence of [_____], Director, who has signed these presents in token thereof and [_____], Company Secretary/ Authorised Officer who has countersigned the same in token thereof:

(Signature) (Name) (Designation) (Address) (Fax No.)

(e-mail address)

SIGNED, SEALED AND DELIVERED
For and on behalf of SENIOR LENDERS by the Lenders' Representative:

(Signature) (Name) (Designation) (Address) (Fax No.)

(e-mail address)

SIGNED, SEALED AND DELIVERED
For and on behalf of SENIOR LENDERS by the Authority:

(Signature) (Name) (Designation) (Address) (Fax No.)

(e-mail address)

SIGNED, SEALED AND DELIVERED
For and on behalf of SENIOR LENDERS by the Escrow Bank:

(Signature) (Name) (Designation) (Address) (Fax No.)

(e-mail address)

Adani Ahmedabad International Airport Ltd.
AIRPORTS AUTHORITY OF INDIA

In the presence of:

1.

2.

SCHEDULE N

PANEL OF CHARTERED ACCOUNTANTS

(See Clause 31.2.1)

1 Panel of Chartered Accountants

Pursuant to the provisions of Clause 31.2.1 of the Agreement, the Authority shall nominate a panel of six (6) Chartered Accountancy Firms having their registered offices in India ("**Panel of Chartered Accountants**"). The criteria for preparing such Panel and the procedure to be adopted in this behalf shall be as set forth in this Schedule N.

2 Invitation for empanelment

2.1 The Authority shall invite offers from all reputed firms of Chartered Accountants who fulfil the following eligibility criteria, namely:

(a) the firm should have conducted statutory audit of the annual accounts of at least one hundred companies registered under the Companies Act, 1956 or 2013 as the case may be, including any re- enactment or amendment thereof, of which at least ten should have been public sector undertakings;

(b) the firm should have at least 5 (five) practising Chartered Accountants on its rolls, each with a minimum experience of 10 (ten) years in the profession;

(c) the firm or any of its partners should not have been disqualified or black-listed by the Comptroller and Auditor General of India or the Authority; and

(d) the firm should have an office in the State or in an adjacent State with at least 2 (two) practising Chartered Accountants on its rolls in such State.

2.2 Interested firms meeting the eligibility criteria shall be required to submit a statement of their capability, including the bio-data of all the practicing Chartered Accountants, on its rolls. In particular, each firm shall be required to furnish year-wise information relating to the names of all the companies with an annual turnover exceeding Rs. 25,00,00,000 (Rupees Twenty Five Crore) whose annual accounts were audited by such firm in any of the preceding 5 (five) Accounting Years.

3 Evaluation and selection

3.1 The information furnished by each firm shall be scrutinised and evaluated by the Authority and 1 (one) point shall be awarded for each annual audit of the companies specified in Paragraph 2.2 above. (By way of illustration, a firm which has conducted audit of the annual accounts of any such company for 5 (five) years shall be awarded 5 (five) points).

3.2 The Authority shall prepare a list of all the eligible firms along with the points scored by each such firm and 6 (six) firms scoring the highest points shall be identified and included in the draft Panel of Chartered Accountants.

4 Consultation with the Concessionaire

The Authority shall convey the aforesaid panel of firms to the Concessionaire for scrutiny and comments, if any. The Concessionaire shall be entitled to scrutinise the relevant records of the Authority to ascertain whether the selection of firms has been undertaken in accordance with the prescribed procedure and it shall send its comments, if any, to the Authority within 15 (fifteen) days of receiving the aforesaid panel.

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

5 Panel of Chartered Accountants

5.1 The Authority shall, after considering all relevant factors including the comments, if any, of the Concessionaire, finalise and constitute a panel of 6 (six) firms.

5.2 After completion of every 5 (five) years from the date of preparing the Panel of Chartered Accountants, or such earlier period as may be agreed between the Authority and the Concessionaire, a new panel shall be prepared in accordance with the provisions of this Schedule N.

Adani Ahmedabad International Airport Ltd

AIRPORTS AUTHORITY OF INDIA

SCHEDULE O

VESTING CERTIFICATE

(See Clause36.4)

1. AIRPORTS AUTHORITY OF INDIA, represented by its Chairman and Managing Director ("**Authority**") refers to the Concession Agreement dated [_____] ("**Agreement**") entered into between the Authority and [_____] ("Concessionaire") for the Airport at *[insert name of city where airport is located]* in the state of *[insert name of state where airport is located]*.

2. The Authority hereby acknowledges compliance and fulfilment by the Concessionaire of the Divestment Requirements set forth in Article 36 of the Agreement on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Airport shall be deemed to have vested unto the Authority, free from any encumbrances, charges and liens whatsoever.

3. Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/or relieving the Concessionaire in any manner of the same.

Signed this [_____] day of [_____] 20[_____] at [_____]

AGREED, ACCEPTED AND SIGNED	SIGNED, SEALED AND DELIVERED
For and on behalf of CONCESSIONAIRE by:	For and on behalf of THE AUTHORITY by:
(Signature) (Name)	(Signature) (Name)
(Designation) (Address)	(Designation) (Address)
In the presence of: 1.	2.

SCHEDULE P

SUBSTITUTION AGREEMENT

(See Clause 38.3.1)

THIS SUBSTITUTION AGREEMENT ("**Agreement**") is entered into at [_____] on this the [_____] day of [_____], 20[_____]:

By and Amongst

AIRPORTS AUTHORITY OF INDIA, a body corporate constituted by the central government under the Airports Authority of India Act, 1994 and having its corporate office at Rajiv Gandhi Bhawan, 3rd Floor, C-Block, Safdarjung Airport, New Delhi - 110003, India (hereinafter referred to as the "**Authority**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns);

and

[_____], a company incorporated under the provisions of the Companies Act, 2013, having corporate identity number [_____] and its registered office at [_____] (hereinafter referred to as the "**Concessionaire**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);

and

[_____] (insert name and particulars of Lenders' Representative) and having its registered office at [_____] acting for and on behalf of the Senior Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the "**Lenders' Representative**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns).

WHEREAS:

A. The Authority has entered into a concession agreement dated [_____], with the Concessionaire ("Concession Agreement") for the Airport at *[insert name of city where airport is located]* in the State of *[insert name of state where airport is located]* in accordance with the terms and conditions set forth in the Concession Agreement, and a copy of which is annexed hereto and marked as Annex A to form part of this Agreement.

B. The Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

C. The Senior Lenders have requested the Authority to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the Concession to a Nominated Company, in accordance with the provisions of this Agreement and the Concession Agreement.

D. In order to enable implementation of the Project, including its operations, management and development, the Authority has agreed and undertaken to transfer and assign the Concession to a Nominated Company, in accordance with the terms and conditions set forth in this Agreement and the Concession Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements as set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Substitution Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"**Agreement**" means this Substitution Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement;

"**Concession Agreement**" has the meaning ascribed to it in Recital A;

"**Financial Default**" means occurrence of a material breach of the terms and conditions of the Financing Agreements or a continuous default in Debt Service by the Concessionaire for a minimum period of 3 (three) months;

"**Indemnified Party**" has the meaning ascribed to it in Clause 7.2 hereunder;

"**Indemnifying Party**" has the meaning ascribed to it in Clause 7.2 hereunder;

"**Lenders' Representative**" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"**Nominated Company**" means a company, incorporated under the provisions of the Companies Act, 1956, including any re-enactment or amendment thereof, selected by the Lenders' Representative, on behalf of Senior Lenders, and proposed to the Authority for assignment/transfer of the Concession as provided in this Agreement;

"**Notice of Financial Default**" has the meaning ascribed thereto in Clause 3.2.1; and

"**Parties**" means the parties to this Agreement collectively, and "**Party**" shall mean any of the parties to this Agreement individually.

1.2 Interpretation

1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The words and expressions beginning with capital letters and defined in this Agreement has the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein, but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2 ASSIGNMENT

2.1 Assignment

The Concessionaire hereby agrees to assign the rights, title and interest in the Concession to, and in favour of, the Lenders' Representative, pursuant to and in accordance with the provisions of this Agreement and the Concession Agreement, by way of security in respect of financing by the Senior Lenders under the Financing Agreements.

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

3 SUBSTITUTION OF THE CONCESSIONAIRE

3.1 Rights of substitution

3.1.1 Pursuant to the rights, title and interest assigned under Clause 2.1, the Lenders' Representative shall be entitled to substitute the Concessionaire by a Nominated Company duly approved by the Authority under and in accordance with the provisions of this Agreement and the Concession Agreement.

3.1.2 The Authority hereby agrees to substitute the Concessionaire by endorsement on the Concession Agreement in favour of the Nominated Company selected by the Lenders' Representative in accordance with this Agreement. The Senior Lenders or the Lenders' Representative shall not be entitled to operate and maintain the Airport as the Concessionaire, either individually or collectively.

3.1.3 Notwithstanding anything contrary contained elsewhere in this Agreement or the Concession Agreement, the Parties hereby agree that if the Senior Lenders, acting through the Lenders' Representative, are not able to identify or substitute the Concessionaire with any Nominated Company, in accordance with the terms of this Agreement, then, the Authority shall have a right to substitute the Concessionaire, in such a manner that the Authority is a Nominated Company for the purposes of this Agreement, and any reference to the Nominated Company shall mean the Authority and all other terms and conditions of the Substitution Agreement shall be construed accordingly.

3.2 Substitution upon occurrence of Financial Default

3.2.1 Subject to the provisions of Clause 2.1 above, upon occurrence of a Financial Default, the Lenders' Representative may issue a notice to the Concessionaire ("**Notice of Financial Default**") along with particulars thereof, and send a copy to the Authority for its information and record. A Notice of Financial Default under this Clause 3.2, shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Concessionaire for the purposes of this Agreement.

3.2.2 Upon issue of a Notice of Financial Default hereunder, the Lenders' Representative may, without prejudice to any of its rights or remedies under this Agreement or the Financing Agreements, substitute the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement.

3.2.3 At any time after the Lenders' Representative has issued a Notice of Financial Default, it may by notice require the Authority to suspend all the rights of the Concessionaire and undertake the operation and maintenance of the Airport in accordance with the provisions of Article 34 of the Concession Agreement, and upon receipt of such notice, the Authority shall undertake Suspension under and in accordance with the provisions of the Concession Agreement. The Suspension shall be revoked upon substitution by a Nominated Company, and in the event such substitution is not completed within 180 (one hundred and eighty) days from the date of such Suspension, the Authority may terminate the Concession Agreement forthwith by issuing a Termination Notice in accordance with the provisions of the Concession Agreement, provided that upon written request from the Lenders' Representative and the Concessionaire, the Authority may extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days. The Authority expressly agrees and undertakes to terminate the Concession Agreement forthwith, upon receipt of a written request from the Lenders' Representative at any time after 270 (two hundred and seventy) days from the date of Suspension hereunder.

3.3 Substitution upon occurrence of Concessionaire's Default

3.3.1 Subject to the provisions of Clause 2.1 above, upon occurrence of a Concessionaire's Default,

Adani Ahmedabad International Airport Ltd.
AIRPORTS AUTHORITY OF INDIA

the Authority shall by a notice inform the Lenders' Representative of its intention to issue a Termination Notice and grant 15 (fifteen) days' time to the Lenders' Representative to make a representation, stating the intention to substitute the Concessionaire by a Nominated Company.

3.3.2 In the event that the Lenders' Representative makes a representation to the Authority within the period of 15 (fifteen) days, as specified in Clause 3.3.1, stating that it intends to substitute the Concessionaire by a Nominated Company, the Lenders' Representative shall be entitled to undertake and complete the substitution of the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement within a period of 180 (one hundred and eighty) days from the date of such representation, and the Authority shall either withhold Termination or undertake Suspension for the aforesaid period of 180 (one hundred and eighty) days, provided that upon written request from the Lenders' Representative and the Concessionaire, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days, provided further that the Lenders' Representative may, at any time, withdraw its representation hereunder, and upon such withdrawal the Concessionaire may terminate this Agreement in accordance with the provisions hereof.

3.4 Procedure for substitution

3.4.1 The Authority and the Concessionaire hereby agree that on or after the date of Notice of Financial Default or the date of representation to the Authority under Clause 3.3.2, as the case may be, the Lenders' Representative may, without prejudice to any of the other rights or remedies of the Senior Lenders, invite, negotiate and procure offers, either by private negotiations or public auction or tenders for the take over and transfer of the Airport including the Concession to the Nominated Company upon such Nominated Company's assumption of the liabilities and obligations of the Concessionaire towards the Authority under the Concession Agreement and towards the Senior Lenders under the Financing Agreements.

3.4.2 To be eligible for substitution in place of the Concessionaire, the Nominated Company shall be required to fulfil the eligibility criteria that were laid down by the Authority for shortlisting the bidders for award of the Concession, provided that the Lenders' Representative may represent to the Authority that all or any of such criteria may be waived in the interest of the Project, and if the Authority determines that such waiver shall not have any Material Adverse Effect on the Project, it may waive all or any of such eligibility criteria.

3.4.3 Upon selection of a Nominated Company, the Lenders' Representative shall request the Authority to:

(a) accede to transfer to the Nominated Company the right to operate, manage and develop the Airport in accordance with the provisions of the Concession Agreement;

(b) endorse and transfer as relevant the Concession to the Nominated Company, on the same terms and conditions, for the residual Development Period or the Concession Period; and

(c) enter into a Substitution Agreement with the Lenders' Representative and the Nominated Company on the same terms as are contained in this Agreement.

3.4.4 If the Authority has any objection to the transfer of Concession in favour of the Nominated Company, in accordance with this Agreement, it shall within 15 (fifteen) days from the date of proposal made by the Lenders' Representative, give a reasoned order after hearing the Lenders' Representative. If no such objection is raised by the Authority, the Nominated Company shall be deemed to have been accepted. The Authority shall thereupon transfer and endorse the Concession within 15 (fifteen) days of its acceptance/deemed acceptance of the Nominated Company, provided that in the event of such objection by the Authority, the Lenders' Representative may propose another Nominated Company, whereupon the procedure set forth

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

in this Clause 3.4 shall be followed for substitution of such Nominated Company in place of the Concessionaire.

3.4.5 The transfer of Concession hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Concession Agreement, be undertaken by transfer of no less than 74% (seventy four percent) of the equity of the Concessionaire to the Nominated Company, and upon such transfer hereunder, the Concessionaire shall be deemed to be the Nominated Company under and in accordance with the provisions of this Agreement and the Concession Agreement.

3.5 Selection to be binding

The decision of the Lenders' Representative and the Authority in selection of the Nominated Company shall be final and binding on the Concessionaire. The Concessionaire irrevocably agrees and waives any right to challenge the actions of the Lenders' Representative or the Senior Lenders or the Authority, taken pursuant to this Agreement, including the transfer/assignment of the Concession in favour of the Nominated Company. The Concessionaire agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Concessionaire's shares. It is hereby acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or Authority and the Concessionaire shall have no right or remedy to prevent, obstruct or restrain the Authority or the Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the Concession as requested by the Lenders' Representative.

4 PROJECT AGREEMENTS

4.1 Substitution of Nominated Company in Project Agreements

The Concessionaire shall ensure and procure that each Project Agreement contains provisions that entitle the Nominated Company to step into such Project Agreement, in place and substitution of the Concessionaire in the event of such Nominated Company's assumption of the liabilities and obligations of the Concessionaire under the Concession Agreement.

5 TERMINATION OF CONCESSION AGREEMENT

5.1 Termination upon occurrence of Financial Default

At any time after issue of a Notice of Financial Default, the Lenders' Representative may by a notice in writing require the Authority to terminate the Concession Agreement forthwith, and upon receipt of such notice, the Authority shall undertake Termination under and in accordance with the provisions of Article 34 of the Concession Agreement.

5.2 Termination when no Nominated Company is selected

In the event that no Nominated Company acceptable to the Authority is selected and recommended by the Lenders' Representative within the period of 180 (one hundred and eighty) days or any extension thereof, as set forth in Clause 3.3.2, the Authority may terminate the Concession Agreement forthwith in accordance with the provisions thereof.

5.3 Realisation of Monies

The Authority and the Concessionaire hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders' Representative is entitled to receive from the Concessionaire, without any further reference to or consent of the Concessionaire, the amounts due to the Senior Lenders upon Termination of the Concession Agreement.

6 DURATION OF THE AGREEMENT

6.1 Duration of the Agreement

This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:

(a) Termination of the Agreement; or

(b) no sum remains to be advanced and no sum is outstanding to the Senior Lenders, under the Financing Agreements.

7 INDEMNITY

7.1 General indemnity

7.1.1 The Concessionaire will indemnify, defend and hold the Authority and the Lenders' Representative harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

7.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

7.1.3 The Lenders' Representative will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Lenders' Representative to fulfil its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lenders' Representative, its officers, servants and agents.

7.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement ("**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder ("**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval shall not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

8 DISPUTE RESOLUTION

8.1 Dispute resolution

8.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration, through a board of arbitrators comprising of one nominee each of the Authority, Concessionaire and the Lenders'

Adani Ahmedabad International Airport LLC
AIRPORTS AUTHORITY OF INDIA

Representative. Such arbitration shall be held in accordance with the Rules, and shall be subject to provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.

8.1.2 The arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The place of arbitration shall be the capital of the State and the language of arbitration shall be English.

9 MISCELLANEOUS PROVISIONS

9.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State shall have jurisdiction over all matters arising out of or relating to this Agreement.

9.2 Waiver of sovereign immunity

The Authority, unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitutes commercial acts done and performed for commercial purposes;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has or may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

9.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

9.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

9.5 Waiver

9.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised

representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

9.5.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to another Party shall be considered or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

9.6 No third party beneficiaries

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

9.7 Survival

9.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

9.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

9.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith, with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 8 of this Agreement or otherwise.

9.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

9.10 Notices

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 an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

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.

9.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

9.12 Authorised representatives

Each of the Parties shall, by notice in writing, designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

9.13 Original Document

This Agreement may be executed in three counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by Directors of the Concessionaire at its meeting held on the [_____] day of 20[_____] hereunto affixed in the presence of [_____] Director, who has signed these presents in token thereof and [_____], Company Secretary/ Authorised Officer who has countersigned the same in token thereof:	SIGNED, SEALED AND DELIVERED by for and on behalf of the Board of the Authority by:
(Signature) (Name) (Designation) (Address) (Fax No.) (email address)	(Signature) (Name) (Designation) (Address) (Fax No.) (email address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SENIOR LENDERS by the Lenders' Representative:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(e-mail address)

In the presence of:

1.

2.

SCHEDULE Q

CNS/ATM AGREEMENT

(See Clause 20.2.1)

TABLE OF CONTENTS

ARTICLE 1.	**Definitions and Interpretation**	**2**
ARTICLE 2.	**Validity and Term**	**4**
ARTICLE 3.	**Representations and Warranties**	**5**
ARTICLE 4.	**Obligations of the Authority**	**5**
ARTICLE 5.	**Obligations of the Concessionaire**	**7**
ARTICLE 6.	**Development and Expansion of Facilities and Equipment**	**8**
ARTICLE 7.	**Joint Coordination Committee**	**11**
ARTICLE 8.	**Revenues and Charges**	**11**
ARTICLE 9.	**Indemnity**	**12**
ARTICLE 10.	**Liability**	**12**
ARTICLE 11.	**Force Majeure**	**12**
ARTICLE 12.	**Termination**	**14**
ARTICLE 13.	**Assignment**	**15**
ARTICLE 14.	**Dispute Resolution**	**16**
ARTICLE 15.	**Insurance**	**17**
ARTICLE 16.	**Notices**	**17**
ARTICLE 17.	**Deemed Delivery**	**18**
ARTICLE 18.	**Miscellaneous**	**18**
ARTICLE 19.	**Governing law**	**20**
ARTICLE 20.	**Covenants by AAI**	**20**
SCHEDULE 1.	**AAI Equipment and Concessionaire Equipment**	**22**
SCHEDULE 2.	**CNS/ ATM services**	**23**
SCHEDULE 3.	**Office and Facilities**	**24**
SCHEDULE 4.	**Carved out Areas**	**25**
SCHEDULE 5.	**List of Existing Equipment**	**26**
SCHEDULE 6.	**Future road map of CNS-ATM equipment at the airport**	**27**

Adani Ahmedabad International Airport Ltd.

AIRPORTS AUTHORITY OF INDIA

This agreement for the provision of CNS/ ATM Services at Sardar Vallabhbhai Patel International Airport (this "**Agreement**") is entered into at [_____] on this [_____] day of [_____], 2019

By and between:

1. The Airports Authority of India, established under the Airports Authority of India Act, 1994 (the "**Act**"), represented by its Chairman and having its principal offices at Rajiv Gandhi Bhavan, 3rd Floor, C-Block, Safdarjung Airport, New Delhi - 110 003, India (hereinafter referred to as the "**Authority**" or "**AAI**" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of the One Part; and

2. [_____], a company incorporated under the provisions of the Indian Companies Act, 2013 and having its registered offices at [_____] (hereinafter referred to as the ""**Concessionaire**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

The expressions "**AAI**" and "**Concessionaire**" shall, wherever the context requires, mean and include their respective successors-in-interest and permitted assigns and shall collectively be referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS:

A. The Concessionaire has entered into a Concession Agreement (*as defined below*) with the Authority for operations, management and development of the Sardar Vallabhbhai Patel International Airport in the State of Gujarat.

B. Pursuant to the Airports Authority of India Act, 1994, AAI is responsible for the provision of air traffic services within Indian airspace and at all civil airports in India.

C. In accordance with the above Act, AAI will provide services at the Airport (*as defined below*) on the terms and conditions set out in this Agreement.

Now, therefore, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement unless the context otherwise requires:

"**AAI Development Equipment**" has the meaning set out in Clause 6.4;

"**AAI Equipment**" means all equipment and facilities, other than the Concessionaire Equipment, required by AAI to enable AAI to perform the AAI Services in accordance with this Agreement and the relevant ICAO Documents and Annexes, and shall, as the context may require, include the AAI Development Equipment;

"**AAI Services**" means the services to be provided by the Authority under this Agreement and set out in Clause 5.1;

"**AERA**" means the Airports Economic Regulatory Authority of India, established under the AERA Act, and shall include any successor entity in accordance with the Applicable Laws;

"**Affected Party**" shall have the meaning given to it in Clause 11.1;

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

"**Affiliate**" shall have the meaning ascribed thereto in the Concession Agreement;

"**Airfield Lighting System**" means the lighting systems at the Airport, including those in respect of the Runway, taxiway, apron and approach, required for the proposed aircraft operations in accordance with the relevant ICAO Documents and Annexes;

"**Airport**" shall have the meaning ascribed thereto in the Concession Agreement;

"**COD**" shall have the meaning ascribed thereto in the Concession Agreement;

"**Chicago Convention**" shall have the meaning ascribed thereto in the Concession Agreement;

"**CNS/ ATM Charges**" shall have the meaning set out in Clause 8.1;

"**CNS/ATM Equipment**" means all equipment and facilities required by AAI for performing the CNS/ATM Services and includes the Concessionaire Equipment and AAI Equipment;

"**CNS/ATM Services**" means communication, navigation and surveillance, and air traffic management services to be provided by AAI at the Airport and as more particularly described in this Agreement and in Schedule 2;

"**Concession Agreement**" means the Concession Agreement dated [_____] entered into between the Authority and the Concessionaire;

"**Concessionaire Equipment**" means the Concessionaire's equipment and facilities set out in Part 1 of Schedule 1, and shall, as the context may require, include the Concessionaire Development Equipment;

"**Concessionaire Development Equipment**" has the meaning set out in Clause 6.3.1;

"**DGCA**" shall mean the Directorate General of Civil Aviation or any substitute thereof;

"**Dispute**" shall have the meaning set out in Clause 14.1;

"**Expansion**" means the expansion of the capacity of the Airport undertaken by the Concessionaire from time to time pursuant to the Concession Agreement;

"**Final CNS/ ATM Development Plan**" shall have the meaning set out in Clause 6.2.1;

"**Flight Information Region**" means an airspace of defined dimensions within which flight information service and alerting services are provided;

"**Force Majeure**" shall have the meaning set out in Clause 11.2;

"**GOI**" means the Government of India and any of its duly authorized agency, authority (including any regulatory authority), department, inspectorate, ministry or statutory person (whether autonomous or not) under the direct control and direction of the Ministry of Civil Aviation;

"**Incident Reporting Procedure**" means the procedure to be agreed from time to time between AAI and the Concessionaire for reporting incidents and emergencies, which procedure shall be in accordance with the relevant ICAO Documents and Annexes and in conformity with the overall airspace management, requirements of defence in the relevant Flight Information Region in which the Airport is located;

"**Indemnified Party**" shall have the meaning set out in Clause 9.2;

"**Indemnifying Party**" shall have the meaning set out in Clause 9.2;

"**JCC**" shall have the meaning set out in Clause 7.1;

"**Operating Reporting Procedure**" means the procedure to be agreed from time to time between AAI and the Concessionaire for the communication of information regarding the day to day discharge of the AAI Services and the Concessionaire's obligations, which procedure shall be in accordance with the relevant ICAO Documents and Annexes and in conformity with the overall airspace management, requirements of defence in the relevant Flight Information Region in which the Airport is located;

"**Preliminary CNS/ ATM Development Plan**" shall have the meaning set out in Clause 6.1.2;

"**Project**" shall have the meaning ascribed thereto in the Concession Agreement;

"**Route Navigation Facilities Charges**" means amounts charged by AAI to airlines and/ or aircraft operators for the provision of route navigation facilities in accordance with Applicable Laws; and

"**Terminal Navigational Landing Charges**" means amounts charged or to be charged by AAI to airlines or aircraft operators for the provision of terminal navigational landing services at the Airport in accordance with Applicable Laws.

1.2 Interpretation

1.2.1 The words and expressions beginning with capital letters and defined in this Agreement has the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.2 The language which governs the interpretation of this Agreement is the English language. All notices required to be given by either Party to the other and all other communications and documentation which is in any way relevant to this Agreement and which is relevant to the execution, implementation and termination of this Agreement, including but not restricted to any dispute resolution proceedings, shall be in the English language.

1.2.3 References to articles, clauses and schedules are, unless stated otherwise, references to Articles, Clauses and Schedules of this Agreement.

1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2. VALIDITY AND TERM

2.1 The provisions of this Agreement (save and except those contained in Articles 1, 2, 12 to 14 and 16 to 20, which shall be binding on the Parties as from the date of this Agreement) and the respective rights and obligations of the Parties under this Agreement shall come into full force and effect from the COD.

2.2 This Agreement shall terminate immediately in case the Concession Agreement is terminated for non-fulfilment of Conditions Precedent thereto without any liability on either Party.

2.3 Subject to the terms of this Article 2, this Agreement shall, unless terminated in accordance with Article 12, remain full force and effect until the expiry or earlier Termination of the Concession Agreement.

Adani Ahmedabad International Airport Pvt Ltd

AIRPORTS AUTHORITY OF INDIA

3. REPRESENTATIONS AND WARRANTIES

The representations and warranties stated in Article 7 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

4. OBLIGATIONS OF THE AUTHORITY

4.1 AAI Services

4.1.1 AAI shall at all times (including by means of multi-shift operations as required over 24 (twenty four) hours each day), during the term hereof, in accordance with the relevant ICAO Documents and Annexes and DGCA Civil Aviation Requirements at its own cost and expense:

(a) Provide the CNS/ATM Services as specifically provided in Schedule 2;

(b) Maintain the AAI Equipment including carrying out periodic flight calibration of the AAI Equipment and other tests;

(c) Upgrade and/ or augment the AAI Equipment as may be necessary from time to time: (a) to enable AAI to provide the relevant AAI Services at the Airport; (b) to comply with the relevant ICAO Documents and Annexes and DGCA Civil Aviation Requirements; and (b) as a result of Expansion; and

(d) Deploy such manpower as may be required to perform the AAI Services.

4.1.2 AAI shall relocate AAI Equipment on the Concessionaire's request on account of Expansion, at the Concessionaire's cost and expense, provided such relocation does not adversely affect AAI's obligations under this Agreement:

Provided that AAI may relocate AAI Equipment at its discretion, subject to the condition that such relocation does not affect the Concessionaire's obligations under the Concession Agreement and/ or smooth operation of the Airport.

4.1.3 AAI shall review and revise, from time to time, the procedures necessary for safe, expeditious and orderly flow of air traffic.

4.1.4 AAI shall provide to the Concessionaire all statistics of air traffic movement for daily, weekly and monthly movements in such format, and at such frequency and through such method of delivery as may be agreed to by the Parties from time to time.

4.1.5 AAI shall provide and keep a record of such information and issue notices to the Concessionaire and airmen as is required under the Operating Reporting Procedure and the Incident Reporting Procedure, including breakdown of the AAI Services.

4.1.6 AAI shall at its cost and expense, procure aviation meteorological facilities and services from Indian Meteorological Department, GOI for provision of the AAI Services, in accordance with the practices established or recommended from time to time pursuant to the Chicago Convention , the relevant ICAO Documents and Annexes, DGCA Civil Aviation Requirements, and any agreement entered into between AAI and Indian Meteorological Department, GOI. The Concessionaire shall at its cost and expense, and no cost to AAI or Indian Meteorological Department, GOI, provide such infrastructure and space at the Site as may be required by Indian Meteorological Department, GOI for installation of equipment and/ or instruments and for setting up offices.

4.1.7 AAI shall prepare and publish all such procedures, manuals and charts related to the AAI

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

Services as are necessary in order to ensure the safe, expeditious and orderly operation of aircraft at the Airport and in the airspace in the vicinity of the Airport in accordance with the relevant ICAO Documents and Annexes and DGCA Civil Aviation Requirements.

4.2 *En Route* Air Navigation and Air Traffic Flow Management Services

4.2.1 If AAI requires, it may at its own cost and expense, continue to situate at the Airport or on the Site (or relocate, as necessary) any radars, equipment, buildings, works or facilities necessary for the provision of *en route* air navigation services.

4.2.2 AAI may, at its cost and expense, install additional equipment or facilities necessary for the provision of *en route* air navigation services at the Airport.

4.2.3 AAI may, at its cost and expense, install additional equipment or facilities necessary for the provision of air traffic flow management services at the Airport and across India, subject to prior approval of the Concessionaire, which approval shall not be unreasonably withheld.

4.2.4 In undertaking the relocation and/ or installation pursuant to Clauses 4.1.1 and/ or 4.1.2, as the case may be, AAI shall take appropriate measures to avoid any disruption to the normal operation of the Airport. Subject to such measures being taken, it is clarified that AAI shall not be held liable for any disruption in the normal operation of the Airport arising on account of such relocation and/ or installation.

4.2.5 AAI shall ensure that all equipment, radars, buildings, works or facilities installed by it from time to time are operated and maintained as per best industry practices.

4.3 Standards of Service

4.3.1 AAI shall, at all times, provide the AAI Services in accordance with the relevant ICAO Documents and Annexes and DGCA Civil Aviation Requirements, and shall not require the Concessionaire to incur any expense in relation to the provision of AAI Services or AAI Equipment.

4.3.2 AAI shall ensure that its personnel participate, at the Concessionaire's cost, in any quality improvement measures initiated by the Concessionaire, and shall assist the Concessionaire in achieving and maintaining maximum aircraft movements per hour (jet aircraft movement) as may be reasonably achieved for similar Runway configurations and meteorological conditions.

4.4 Non-Interference

AAI shall not, and shall ensure that its personnel and agents do not, interfere in, interrupt or cause any disruption to the discharge of the Concessionaire's obligations under the Concession Agreement, except as is necessary for the provision of the AAI Services.

5. OBLIGATIONS OF THE CONCESSIONAIRE

5.1 The Concessionaire shall ensure that:

(a) The Runway, taxiway, apron and approach are constructed and maintained in accordance with the relevant ICAO Documents and Annexes and DGCA Civil Aviation Requirements and are available for aircraft operation.

(b) The strips, shoulders, stop way and runway end safety area for Runway and strips and shoulders for taxiways are constructed and maintained in accordance with the relevant ICAO Documents and Annexes and DGCA Civil Aviation Requirements.

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

(c) The obstacle limitation surfaces of the Airport and approach and take-off area are maintained free from obstructions, or that any obstructions are as per the limits permissible in the relevant ICAO Documents and Annexes and DGCA Civil Aviation Requirements, and subject to prior approval of AAI.

(d) The sensitive and critical areas, as identified by AAI for the CNS/ATM Equipment, are maintained free of any obstruction which may hamper the functioning of such equipment and/ or endanger the safety of aircraft operations.

(e) The appropriate category of rescue and fire-fighting services are made available and maintained in accordance with the relevant ICAO Documents and Annexes and DGCA Civil Aviation Requirements.

(f) Appropriate arrangements are in place at the Airport to prevent bird/ animal nuisance in and around the operational area.

(g) Suitable contingency arrangements are in place at the Airport to deal with the following events:

(i) Removal of disabled aircraft from the Runway.

(ii) Bomb threat to aircraft or the Airport.

(iii) Aircraft accidents in and around the vicinity of the Airport.

(iv) Non-scheduled aircraft forced to land at the Airport.

(v) Fires at the Airport.

(vi) Natural calamities and disasters.

(vii) Industrial unrest at the Airport and surrounding areas.

(viii) Hijacking and/ or unlawful interference with civil aviation at the Airport.

(ix) Militant attacks on the Terminal Building and/ or any operational area at the Airport.

(h) Emergency alarm bells are installed to link the air traffic services complex to the Airport manager, and to all emergency services located at the Airport, including fire services, medical services, the Central Industrial Security Force and the Police.

(i) AAI and its personnel, vehicles and agents are provided with such access to the Airport and all operational areas thereof as may be reasonably required to perform the AAI Services.

(j) AAI and its personnel and agents are provided such information as may be reasonably required to perform the AAI Services.

(k) Its employees and agents report, in accordance with the Operating Reporting Procedure or Incident Reporting Procedure, as the case may be, and as soon as they become aware of the same: (i) any failure or defects in the Airfield Lighting System; (ii) the non-availability of any of the Concessionaire Equipment to AAI; and (iii) any obstructions on the Runway, apron, approach, taxiway or other movement areas.

(l) AAI is notified, as per Operating Reporting Procedure, of any proposed closure or withdrawal of any Concessionaire Equipment.

Adani Ahmedabad International Airport Ltd.
AIRPORTS AUTHORITY OF INDIA

(m) Parking bays and aero bridges are allocated for the aircrafts on receipt of the expected time of arrival, and that AAI is informed of the same so as to enable AAI to guide the aircraft accordingly.

5.2 The Concessionaire shall, at its cost and expense:

(a) Make available the office space/ facilities as set out in Schedule 3, to the personnel and agents of AAI at all times for provision of AAI Services.

(b) Maintain the Airfield Lighting System and the main and standby power supply systems in accordance with the relevant ICAO Documents and Annexes and DGCA Civil Aviation Requirements.

(c) On the instruction of AAI, remove, any obstructions from the Runway, apron, approach, taxiway or other movement areas.

(e) Relocate the AAI Equipment where such relocation is for the reasons of Expansion.

(f) Provide the utility supply (including supply of electricity with a dual supply source) to AAI Equipment and the office space/ facilities as set out in Schedule 3 for the provision of AAI Services.

5.3 In case the Concessionaire requires AAI to upgrade AAI Equipment over and above the requirements set forth in the relevant ICAO Documents and Annexes and DGCA Civil Aviation Requirements, AAI shall, subject to the JCC determining such upgradation to be necessary, undertake such upgradation at its own cost and expense.

6. DEVELOPMENT AND EXPANSION OF FACILITIES AND EQUIPMENT

6.1 Planning for development and expansion of facilities and equipment

6.1.1 AAI and the Concessionaire shall periodically evaluate future requirements for CNS/ ATM Services owing to international and domestic traffic flows at the Airport.

6.1.2 No later than 24 (twenty four) months before the date on which the CNS/ ATM Equipment is anticipated by a Party to become inadequate for future requirements, such Party may submit a plan (**"Preliminary CNS/ ATM Development Plan"**) for required development, upgradation and/ or expansion of the CNS/ ATM Equipment. The Preliminary CNS/ ATM Development Plan shall, *inter alia*, include:

(i) Analyses, along with all supporting data, on projected traffic flows;

(ii) Need for enhancement in AAI Services and Concessionaire Services;

(iii) Need for additional CNS/ ATM Equipment or upgradation of the AAI Equipment (over and above the requirements set forth in the relevant ICAO Documents and Annexes and DGCA Civil Aviation Requirements);

(iv) Need for relocation of the CNS/ ATM Equipment;

(v) Infrastructure required to be provided by the Concessionaire to AAI and the Indian Meteorological Department, GOI in terms of:

(a) space in the operational area for installation of equipment/instruments; and

(b) space for setting up offices.

Adani Ahmedabad International Airport Ltd.
AIRPORTS AUTHORITY OF INDIA

(vi) Additional office space/ facilities required for the personnel and agents of AAI.

6.2 Procedure for handling development, expansion and variation of facilities or equipment

6.2.1 Within 45 (forty five) days of a Party submitting the Preliminary CNS/ ATM Development Plan, the Parties shall meet to discuss the Preliminary CNS/ ATM Development Plan and endeavour in good faith to finalize a plan for development, upgradation and/ or expansion of the CNS/ ATM Equipment, as well as the schedule thereof ("**Final CNS/ ATM Development Plan**"). In the event of any dispute or difference in relation to finalization of the Final CNS/ ATM Development Plan, the same shall be referred to the JCC in accordance with Clause 7.3.

6.2.2 The Parties shall provide, at their cost, the additional facilities, equipment, manpower, and utility supply (including supply of electricity with a dual supply source) required by the Final CNS/ ATM Development Plan in accordance with their respective obligations under this Agreement.

6.3 Concessionaire Development Obligations

6.3.1 The Concessionaire shall, in accordance with the requirements of the Final CNS/ ATM Development Plan, at its own cost and expense, design, build, install, test, commission and operate such additional equipment and facilities (including office facilities) identified to be within the scope of the Concessionaire ("**Concessionaire Development Equipment**").

6.3.2 It is clarified that:

(i) AAI shall not be responsible for the testing and/ or commissioning of any Concessionaire Development Equipment, which shall be the sole responsibility of the Concessionaire.

(ii) AAI shall coordinate with the Concessionaire the calibration flights to enable the Concessionaire to calibrate the Concessionaire Development Equipment.

(iii) The ownership of the Concessionaire Development Equipment shall vest with the Concessionaire.

6.3.3 The Concessionaire shall:

(i) identify to AAI, the interfaces between the AAI Development Equipment and the Concessionaire Development Equipment;

(ii) provide AAI and its personnel, agents, and vehicles, access to the Airport and such information as may be reasonably required to perform the AAI Services;

(iii) communicate to AAI the date on which the Concessionaire Development Equipment is expected to be commissioned at least 60 (sixty) days prior to such date;

(iv) be fully responsible for the safety and care of its works in accordance with good industry practice.

6.4 AAI Development Obligations

AAI shall:

(i) in accordance with the requirements of the Final CNS/ ATM Development Plan, at its own cost and expense, design, build, install, test, commission and operate such additional equipment and facilities identified to be within the scope of AAI ("**AAI**

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

Development Equipment");

(ii) ensure that the AAI Development Equipment is commissioned at least 30 (thirty) days prior to the date on which the Concessionaire Development Equipment is expected to be commissioned;

(iii) coordinate and ensure compatibility between the AAI Development Equipment and Concessionaire Development Equipment, and ensure suitable interfacing in this respect. It is clarified that the cost of the same shall be borne by the Concessionaire;

(iv) at the cost of the Concessionaire, participate in any calibration and benchmark testing of Concessionaire Development Equipment;

(v) ensure that the AAI Development Equipment can perform the AAI Services in accordance with the relevant ICAO Documents and Annexes and DGCA Civil Aviation Requirements;

(vi) take all steps necessary to integrate the AAI Development Equipment with any relevant air navigation and meteorological equipment and systems operated by AAI;

(vii) carry out such calibration flights as are necessary to commission the AAI Development Equipment and, to the extent practicable, coordinate with the Concessionaire to enable the Concessionaire to calibrate the Concessionaire Development Equipment at the same time. For the avoidance of doubt, AAI shall not be liable for the cost incurred by the Concessionaire to calibrate the Concessionaire Development Equipment. Any cost incurred by AAI to calibrate the Concessionaire Development Equipment shall be recovered from the Concessionaire;

(viii) be fully responsible for the safety and care of its works in accordance with good industry practice.

7. JOINT COORDINATION COMMITTEE

7.1 The Parties acknowledge that, in order for either Party to comply with its obligations under this Agreement, each Party will need to coordinate with the other, and to that effect the Parties hereby undertake and agree to establish a joint coordination committee (the "**JCC**") no later than 1 (one) month from the COD. The JCC shall:

(i) Comprise 4 (four) members, with each Party nominating and appointing 2 (two) members.

It clarified that members of the JCC may nominate/ propose proxies to attend meetings on their behalf.

(ii) Be chaired by nominee of the Concessionaire.

(iii) Meet at the Airport at least once every month.

7.2 The Parties shall be deemed to have delegated to the members of JCC full authority to represent and bind the respective Party in respect of all matters considered by the JCC.

7.3 The JCC shall be responsible for coordinating the activities of the Parties with respect to the CNS/ ATM Services, including resolving any disputes and differences arising in this respect.

(i) If the JCC is unable to reach a decision on any matter in a manner that is satisfactory to the Parties, either Party shall be entitled to refer such matter for the joint deliberation of the Chief Executive Officer of the Concessionaire and the Chairman of AAI.

Adani Ahmedabad International Airport Ltd.
AIRPORTS AUTHORITY OF INDIA

(ii) If the matter is not resolved within 15 (fifteen) business days of the reference pursuant to sub-clause (i) above, either Party may refer the matter for resolution under Article 14.

8. REVENUES AND CHARGES

8.1 AAI shall, in consideration of it performing the AAI Services, be entitled to recover the Route Navigation Facilities Charges and Terminal Navigation Landing Charges (the "**CNS/ ATM Charges**") directly from airlines and the Concessionaire shall incur no liability in respect of such charges.

8.2 The failure by AAI to collect the CNS/ ATM Charges shall not excuse AAI in any way whatsoever or howsoever from performance of AAI Services.

8.3 If any person defaults in making payment of the CNS/ ATM Charges to AAI, AAI shall have the right not to provide the AAI Services to such person and take such steps at it deems fit to recover outstanding amounts, and this shall not amount to default on part of AAI in performance of the AAI Services.

8.4 All costs and expenses, whether operating or capital in nature, directly incurred by AAI pursuant to provisions of this Agreement, towards provision of CNS/ATM Services and other services being provided by it at the Airport or otherwise, would be admissible for determination of charges that AAI can levy for such services. No cost or expenses directly borne by AAI would be reimbursed by the Concessionaire, or admissible for determination of Aeronautical Charges which can be levied, collected and appropriated by the Concessionaire.

8.5 All costs and expenses, whether operating or capital in nature, directly incurred by the Concessionaire pursuant to provisions of this Agreement, would be admissible for determination of Aeronautical Charges by AERA, which charges can be levied, collected and appropriated by the Concessionaire pursuant to provisions of the Concession Agreement. No cost or expenses directly borne by the Concessionaire would be reimbursed by AAI, or admissible for determination of charges which can be levied, collected and appropriated by AAI.

9. INDEMNITY

9.1 General Indemnity

Each Party shall indemnify, defend and hold harmless the other Party and its contractors, principals and agents, from and against any and all payments equal to the loss, cost, expense, liability or damage asserted against, imposed upon or incurred by the suffering Party and its contractors, principals and agents by reason of failure or delay or resulting from claims of third parties arising directly or indirectly, in whole or in part out of the performance (whether by act or omission) of either Party's obligations (the occurrence of an event of a Force Majeure being exempted), including claims for injury towards death of persons or for loss or claims for loss of damage to property.

9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement ("**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder ("**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim, and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10. LIABILITY

The Parties intend that the rights, obligations and liabilities contained in this Agreement shall be an exhaustive description of the rights, obligations and liabilities of the Parties arising out of or in connection with this Agreement. Accordingly, the remedies expressly stated in this Agreement and any document entered into pursuant to it shall be the sole and exclusive remedies of the Parties for liabilities to one another arising out of or in connection with this Agreement, including any representation, warranty or undertaking given in connection with it, notwithstanding any remedy otherwise available at law or in equity. The liability of the Authority with regard to the provision of AAI Services shall be limited to the terminal navigational landing charges corresponding to the duration of outage of time and/ or degradation from the quality as prescribed by the relevant ICAO Documents and Annexes.

11. FORCE MAJEURE

11.1 Force Majeure

Article 11 shall apply if the performance by any Party (the "**Affected Party**") of its obligations under this Agreement is prevented, hindered or delayed in whole or in part by reason of Force Majeure.

11.2 Definition of Force Majeure

11.2.1 In this Agreement, "**Force Majeure**" means any act, event or circumstance or a combination of acts, events and circumstances, including those referred to in this Clause 11.2, which are beyond the reasonable control of the Affected Party and which the Affected Party could not have prevented by good industry practice or by the exercise of reasonable skill and care in relation to the construction of any facilities, and which, or any consequences of which prevent, hinder or delay in whole or in part the performance by any Party of its obligations under this Agreement.

11.2.2 "**Force Majeure**" includes the following events and circumstances to the extent that they, or their consequences, satisfy the above requirements:

(a) Acts, events or circumstances of the following types:

(i) Strikes, lock-outs or other industrial action or labour disputes involving any Party or its contractors, or their respective sub-contractors, servants or agents, in any such case employed on the execution of work within India or the supply of goods or services within India;

(ii) Lightning, earthquake, tempest, cyclone, hurricane, whirlwind, storm, flood, washout, land slide, soil erosion, subsidence, drought or lack of water, and other unusual or extreme adverse weather or environmental conditions or actions of the elements, meteorites or objects falling from aircraft or other aerial devices, the occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, fire or explosion, chemical or radioactive contamination or ionising radiation (excluding circumstances where the source or cause of the explosion or contamination or radiation is brought or has been brought onto or near the site by the Affected Party or those employed or engaged by the Affected Party unless it is or was essential for the construction or operation of any part of the Airport);

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

(iii) Any accidents at the Airport;

(iv) Any accidental loss of or damage to cargo in the course of transit by any means and intended for incorporation into the Airport, occurring prior to the COD;

(v) Loss of or serious accidental damage to the Airport;

(vi) Epidemic;

(vii) Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, bombs or civil commotion;

(viii) Sabotage, terrorism or the threat of such acts;

(ix) Act of God; or

(x) Any act, event or circumstance of a nature analogous to the foregoing.

(b) Provided that none of the following matters or their consequences shall be capable of constituting or causing Force Majeure:

(i) Failure or inability to make any payment; or

(ii) The effects of market conditions unless such market conditions were themselves caused by or were a result of a Force Majeure event.

(c) And further provided that an act, event or circumstance referred to in Clause 11.2.2(a) above which primarily affects a third party or third parties (including without limitation, the construction contractor or operator(s) of the Airport, an affiliate of a Party or a Party's or it's affiliate's subcontractors) and which prevents, impedes or delays a Party in the performance of its obligations, shall constitute Force Majeure hereunder as to such Party as appropriate if and to the extent that it is of a kind or character that, if it had happened to the Party wishing to rely on this Clause, would have come within the definition of Force Majeure under this Clause 11.

11.3 Consequences of Force Majeure

11.3.1 Performance Obligation

The Affected Party shall not be liable for any failure to comply, or delay in complying, with any obligation under or pursuant to this Agreement and it shall not be required to perform its obligations to the extent that such failure or delay has been caused directly by any event of Force Majeure and, in particular, but without limitation, the time allowed for performance of any such obligations shall be extended accordingly.

11.3.2 Notification

If the Affected Party claims that it has been prevented from fulfilling any of its obligations under this Agreement by reason of any event of Force Majeure, it shall notify the other Party as soon as reasonably practicable in writing, stating the basis for the claim and the consequences.

11.3.3 Mitigation

The Affected Party shall take all reasonable steps to mitigate the effect of the event of Force Majeure.

Adani Ahmedabad International Airport Ltd.

AIRPORTS AUTHORITY OF INDIA

12 TERMINATION

12.1 Concessionaire Events of Default

AAI shall be entitled to issue a notice of termination to the Concessionaire, if:

(i) the Concessionaire fails to pay, when due and payable, any amount payable to AAI under this Agreement and such failure is not remedied within 90 (ninety) days of receipt of a notice from AAI specifying the default and requiring it to be remedied;

(ii) an order is made or a resolution is passed for the liquidation, bankruptcy or dissolution of the Concessionaire which is not, if capable of being so, discharged or, as the case may be, revoked within 90 (ninety) days thereafter;

(iii) the Concessionaire fails to perform or comply with any obligation in this Agreement (other than an obligation to pay money) to an extent which has a material and adverse effect on the rights and obligations of AAI and if capable of being remedied, such failure continues for a period of 30 (thirty) days after receipt of notice from AAI, specifying the default and requiring it to be remedied.

Provided that, AAI shall not be entitled to issue such notice of termination if timely remedial action by the Concessionaire has been prevented by GOI, the Government of Gujarat or AAI.

12.2 AAI Events of Default

The Concessionaire shall, subject to suitable amendments being made to the Concession Agreement, be entitled to issue a notice of termination to AAI in the event that the Applicable Laws permits the Concessionaire to perform the CNS/ATM Services.

12.3 Effect of a Termination Notice

If a notice of termination is served by a Party pursuant to this Article 12, then at any time after the expiry of a period of 90 (ninety) days after the date of service of such notice of termination, unless the circumstances giving rise to issue of the notice of termination have been fully remedied or have ceased to apply, the Party that issued the notice of termination may terminate this Agreement with immediate effect.

12.4 Consequences of Termination

12.4.1 If this Agreement is terminated pursuant to Clause 12.2 by the Concessionaire, and in order to ensure that operations of the Airport are not affected or suspended on account of non-availability of the AAI Services, AAI shall forthwith hand over to GOI all AAI Equipment, manuals, charts and other memoranda prepared by AAI in the performance of AAI Services in "as-is-where-is" condition on mutually agreed terms in order to enable GOI to immediately act in accordance with Section 38 of the Airports Authority of India Act, 1994. AAI shall render all necessary cooperation to GOI to achieve the aforesaid purpose.

12.4.2 The Concessionaire may, at its sole discretion, consult GOI to take appropriate steps and render, through a third party, the services equivalent to AAI Services. AAI shall render all necessary cooperation to the Concessionaire to achieve the aforesaid purpose.

12.4.3 The provisions of this Clause 12.4 shall be without prejudice to either Party's right or remedies available under this Agreement.

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

13 ASSIGNMENT

13.1 Assignment by AAI

Notwithstanding anything to the contrary contained in this Agreement, AAI shall not assign or otherwise transfer all or any of its rights or obligations under this Agreement without the prior written consent of the Concessionaire provided such assignment or transfer of AAI's rights or obligations is pursuant to the enactment of statute. Such assignee or transferee shall be bound by the terms and conditions of this Agreement.

13.2 Assignment by the Concessionaire

Notwithstanding anything to the contrary contained in this Agreement, but subject to Clause 18.6, the Concessionaire shall not assign or otherwise transfer all or any portion of its rights or obligations under this Agreement without the prior written consent of AAI:

Provided, however, that the Concessionaire may, without such prior written consent, but upon prior written notice to AAI:

(i) transfer all or substantially all of its rights and obligations hereunder to an Affiliate of the Concessionaire;

(ii) transfer all or any part of its rights and obligations hereunder to a purchaser of ownership interests in the Concessionaire;

(iii) transfer to Lenders, the Concessionaire's rights under this Agreement as collateral security for amounts payable under any agreement under which the Concessionaire has borrowed money; or

(iv) transfer all or substantially all of its rights and obligations hereunder to GOI pursuant to the terms of the Concession Agreement.

14 DISPUTE RESOLUTION

14.1 Negotiation and Conciliation

The Parties shall use their respective reasonable endeavours to settle any dispute, difference claim, question or controversy between the Parties arising out of, in connection with or in relation to this Agreement ("**Dispute**") amicably between them through negotiation.

14.2 Reference to Arbitrator

Subject to the provisions of the Airports Economic Regulatory Authority of India Act, 2008, concerning the power and authority of Airports Economic Regulatory Authority of India to adjudicate upon the disputes as per the provisions therein, any Dispute which the Parties are unable to resolve pursuant to Clause 14.1 within 60 (sixty) days (or such longer period as the Parties may agree) of the written notification by one Party to the other of the existence of a Dispute shall be finally determined by arbitration in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and/ or any statutory modification thereof and in accordance with the UNCITRAL rules by a sole arbitrator appointed in accordance with the Act.

14.3 Miscellaneous

The venue of arbitration shall be New Delhi. Each Party shall pay the expenses of the arbitration in accordance with the Rules and the eventual liability for the costs shall be in terms of the arbitral award. No arbitrator shall be the present or former employee or agent of

Adani Ahmedabad International Airport Ltd.
AIRPORTS AUTHORITY OF INDIA

or consultant or counsel to either Party or in any way related or closely connected with the Parties. The language of the arbitration shall be English.

14.4 Decision/ Award

Any decision or award of the sole arbitrator tribunal appointed pursuant to this Article 14 shall be final and binding upon the Parties. The Parties waive any rights to appeal or any review of such award by any court or tribunal of competent jurisdiction insofar as such waiver can validly be made. The Parties agree that any arbitration award made may be enforced by the Parties against assets of the relevant Party, wherever those assets are located or may be found, and judgement upon any arbitration award (wherever necessary) may be entered by any court of competent jurisdiction thereof. The Parties expressly submit to the jurisdiction of any such court for the purposes of enforcement of any arbitration award.

15 INSURANCE

15.1 Maintenance of Insurance

AAI shall effect and maintain at its own cost and expense, at all times, the required insurances to cover loss or damage to its property, third party liability, workmen's compensation policy and any other insurance considered necessary or prudent in accordance with good industry practice.

15.2 Policies

Within 30 (thirty) days of receiving any insurance policy certificates in respect of insurances required to be obtained and maintained under Clause 15.1, AAI shall inform the Concessionaire that such insurances have been obtained and shall furnish to the Concessionaire copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse until the expiry of at least 45 (forty five) days from the notice of such cancellation, modification or non renewal provided by AAI to the Concessionaire.

15.3 Remedy for Failure to Insure

If AAI fails to effect and keep in force all insurances for which it is responsible pursuant hereto, the Concessionaire shall have the option to keep in force any such insurances, and pay such premia and recover the costs thereof from AAI.

15.4 Application of Insurance Proceeds

All insurance claims paid to AAI under this Agreement shall be applied for reconstruction of the damaged property, except for insurance proceeds unrelated to physical damage.

16 NOTICES

16.1 Communications in writing

Except in respect of the Operating Reporting Procedure and Incident Reporting Procedure, all notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail.

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

16.2 Addresses

The address for service of each Party, its facsimile number and e-mail address (and the department or officer, if any, for whose attention the communication is to be made) for any communication or document to be made or delivered under or in connection with this Agreement is set out below:

[Name of Concessionaire]:
Fax No.:
E-mail Address:
Attention:

AAI:

Rajiv Gandhi Bhavan
3rd Floor, C-Block,
Safdarjung Airport
New Delhi - 110 003
India
Fax: 011 24641088
E-mail Address:
Attention: Chairman

Or any substitute address, fax number or department or officer as one Party may notify to the other party, by not less than 5 (five) business days' notice.

17 DEEMED DELIVERY

Subject to as otherwise provided in this Agreement, any communication under or pursuant to this Agreement shall be deemed to be received by the recipient (if sent by facsimile) on the next working day in the place to which it is sent or (in any other case) when left at the address required under Clause 16.2 or within 10 (ten) such working days after being sent by registered post postage prepaid and addressed to that address. For these purposes, working days are days other than Saturdays, Sundays and gazetted holidays. Without prejudice to the foregoing, a Party giving or making a notice or communication, by facsimile or e-mail, shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication.

18 MISCELLANEOUS

18.1 Severability

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Article 14 or otherwise.

18.2 Entire Agreement

This Agreement, including any Schedules or exhibits hereto, contains the entire agreement between AAI and the Concessionaire with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, with respect to such subject matter.

18.3 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

18.4 Waiver

18.4.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(ii) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(iii) shall not affect the validity or enforceability of this Agreement in any manner.

18.4.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder, nor time or other indulgence granted by any Party to another Party shall be considered or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

18.5 Additional Documents and Actions

Each Party agrees to execute and deliver to the other Party such additional documents, and to take such additional actions and provide such cooperation, as may be reasonably required to consummate the transactions contemplated by, and to effect the intent of, this Agreement.

18.6 Interest for Late Payment

Any amount properly due to a Party pursuant to this Agreement and remaining unpaid after the date when payment was due shall bear interest (both before and after judgment), such interest to accrue from day to day from the date such payment was due until such amount is paid in full at a rate of 2 (two) percentage points above the Reserve Bank of India Prime Lending Fee in effect from time to time.

18.7 No Partnership

Neither this Agreement, nor any other agreement or arrangement of which it forms part, nor the performance by the Parties of their respective obligations under any such agreement or arrangement, shall constitute a partnership between the Parties. No Party shall have any authority (unless expressly conferred in writing by virtue of this Agreement or otherwise and not revoked) to bind any other Party as its agent or otherwise.

18.8 No Third Party Beneficiary

This Agreement is for the sole and exclusive benefit of the Parties hereto and, except for the rights expressly granted to the Lenders hereunder, shall not create a contractual relationship with, or cause of action in favour of, any third party.

18.9 Survival

18.9.1 Termination of this Agreement:

(i) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(ii) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

18.9.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

18.10 Successors and Assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

18.11 Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

18.12 Time is of the Essence

Time shall be of the essence in this Agreement, both as regards the dates, periods or times of day mentioned and as regards any dates, periods or times of day which may be substituted for them in accordance with this Agreement.

18.13 Computation of Time

Times referred to in this Agreement are times in Indian Standard Time (IST). In computing any period of time prescribed or allowed under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included. If the last day of the period so computed is not a business day, then the period shall run until the end of the next business day.

19 GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in New Delhi shall have jurisdiction over all matters arising out of or relating to this Agreement.

20 COVENANTS BY AAI

AAI unconditionally and irrevocably:

(i) agrees that, should any proceedings be brought against it or its assets in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity from such proceedings shall be claimed by or on behalf of itself or with respect to its assets;

(ii) consents generally in respect of the enforcement of any judgment or award against it in

Adani Ahmedabad International Airport Ltd.
AIRPORTS AUTHORITY OF INDIA

any such proceedings in any jurisdiction to the giving of any relief or the issue of any process in connection with such proceedings (including the making, enforcement or execution of any such judgment or award or any order arising out of any such judgment or award against or in respect of any property whatsoever irrespective of its use or intended use).

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED by on behalf of AAI:

SIGNED by on behalf of Concessionaire:

Witnessed by:

(1) (2)

SCHEDULE 1: AAI EQUIPMENT AND CONCESSIONAIRE EQUIPMENT

Part 1: Concessionaire Equipment

1. Runway
2. Runway lighting and marking
3. Taxiway
4. Taxiway lighting and marking
5. Signage
6. Apron
7. Apron lighting and marking
8. Facility
9. Civil works (foundation only) related to AAI Equipment
10. PAPI and approach lighting
11. Aerodrome beacon (on the tower)
12. Landing day and night marking
13. Wind direction indicator (Lighted)
14. Isolation bay
15. Secondary power supply
16. Hot lines between ATC and airport fire brigade
17. Crash bell, cabling and siren
18. Control panel and monitoring system for airfield lighting
19. Upgrade visual aids (future)
20. Approach roads to the operational area besides approach roads to site airport navigation aids/Radar.
21. Buildings for navigational aids/radar installations.
22. Signal area as per the relevant ICAO Documents and Annexes.
23. The new Air traffic services complex (which shall include the control tower, technical block, buildings for navigational aids/ radar on site and/ or off site) constructed as may be required as per the Final CNS/ ATM Development Plan

Part 2: AAI Equipment

AAI would procure and make available required equipment for provision of CNS-ATM Services in accordance with the relevant ICAO Documents and Annexes for proposed aircraft operations. Such Equipment shall include, but not be limited to:

1. VHF Communication sets with accessories
2. DVOR/DME or NDB
3. Voice Recorder
4. ILS equipment & its accessories.
5. Radar & its accessories.
6. ADS-B & its accessories.
7. ASMGCS & it accessories.

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

SCHEDULE 2: CNS/ ATM SERVICES

AAI shall provide and coordinate the following services at the Airport as appropriate to the airspace configuration within the lateral and vertical limits of such air space:

1. Aerodrome Control Service including surface movement control or ground control excluding Apron control service;

2. Approach Control/Approach Radar Control Service (if planned);

3. Area Control/Area Radar Control Service (if planned);

4. Associated services such as Aeronautical Mobile Service (AMS), Aeronautical Fixed Services (AFS), Aeronautical Information Service (AIS), Flight Information Service, Advisory Service, Alerting Service and Search & Rescue Coordination Services as appropriate;

all in accordance with the relevant ICAO Documents and Annexes and as required for the proposed aircraft operations.

SCHEDULE 3: OFFICE AND FACILITIES

The Concessionaire shall make available (with provision for air-conditioning (including, as may be necessary, separate air-conditioning in the control tower), continuous supply of electricity and water and house-keeping) the following office space and facilities to AAI and its personnel and agents for provision of AAI Services:

1. Control Tower: The Concessionaire shall make available an area of 10117 sq. mtrs. (as applicable), technical block to house various ATS units as per the requirement, Nav-Aids and Radar building

2. Offices: The Concessionaire shall make available an area of 4046 sq. mtrs.

3. Car Parking: The Concessionaire shall make available 10 car parking spaces at the Airport to AAI for use of its Personnel and agents

It is clarified that the provision of air conditioning, continuous supply of electricity and water and house-keeping shall be provided at the Concessionaire's own cost and expense.

SCHEDULE 4: CARVED OUT AREAS

SL. NO.	ASSET	Sq MT (Approx.)
1.	LAND REQUIREMENT FOR CNS ATM , & STAFF QUARTERS	64749
2.	ADMIN. BLOCK	4046
3	ATC TOWER	10117
4	**TOTAL**	**78912**

SCHEDULE 5: LIST OF EXISTING EQUIPMENT

1. Localizer
2. DVOR
3. Glide Path
4. SMGCS
5. ASSR
6. MSSR

SCHEDULE 6: FUTURE ROAD MAP OF CNS-ATM EQUIPMENT AT THE AIRPORT

1. Proposed ATS Complex 64749 SqM

SCHEDULE R

MEMORANDUM OF UNDERSTANDING

(See Clause 4.1.2(d)(ii) and Clause 4.1.3(i))

[To be executed on stamp paper of appropriate value]

THIS MEMORANDUM OF UNDERSTANDING ("**MoU**") is made at [_____] on the [_____] day of [_____], 20[___]

By and between:

1. **THE PRESIDENT OF INDIA**, acting through the Secretary, Ministry of Civil Aviation of Government of India or someone designated in this behalf by Government of India (hereinafter referred to as "**GOI**" which expression shall be deemed to include his successors and assigns); and

2. [_____], a company incorporated under the provisions of the Companies Act, 2013, having corporate identity number [•] and its registered office at [•] (hereinafter referred to as the "**Concessionaire**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes).

As the context may require, GOI and the Concessionaire are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

A. The Airports Authority of India ("**Authority**") has entered into a concession agreement dated [_____] with the Concessionaire ("**Concession Agreement**") for the Airport at [*insert name of city where airport is located*] in the State of [*insert name of state where airport is located*], in accordance with the terms and conditions as set forth in the Concession Agreement.

B. GOI acknowledges that implementation of the Project requires continued support and grant of certain rights by the GOI to the Concessionaire in accordance with the Applicable Laws and also as hereinafter set forth, and is an essential pre-requisite for mobilisation of resources for the Project.

C. In order to ensure the smooth functioning and viability of the Project, the GOI is agreeable to provide certain support to the Concessionaire as stated herein.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this MoU, except to the extent that the context requires otherwise, and unless otherwise defined as below or otherwise elsewhere specifically in this MoU, other capitalised terms used herein (and not defined herein) but defined under the Concession Agreement, shall have the meaning ascribed to the term under the Concession Agreement:

"Animal Quarantine Services" shall mean the quarantine services (forming part of the Reserved Services) as set out in Annex 1 attached hereto;

Adani Ahmedabad International Airport Ltd.

AIRPORTS AUTHORITY OF INDIA

"Animal Quarantine Services Representative" shall mean the authorized representative of the department/agency providing Animal Quarantine Services, nominated by GOI, from time to time, on the Joint Co-ordination Committee;

"Applicable Permits" shall mean all clearances, license, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained from the GOI or any department/agency of the GOI and/or thereafter maintained under Applicable Laws in connection with the Project during the subsistence of this MoU;

"Arbitral Tribunal" has the meaning ascribed to the term in Clause 6.3.3 hereunder;

"Authority" has the meaning ascribed to the term in Recital A;

"Authority Representative" shall mean the authorized representative of the Authority;

"Concession Agreement" has the meaning ascribed to it in Recital A above;

"Concessionaire" has the meaning ascribed to the term in the array of Parties or any other party as may be accepted by the Authority as the Concessionaire for the Project;

"Concessionaire Representative" shall mean the representative(s), holding the rank of at least director, nominated by the Concessionaire, from time to time, on the Joint Coordination Committee;

"Customs Control" shall mean customs related services as set out in Annex 3 attached hereto;

"Customs Control Representative" shall mean the authorized representative of the department/agency providing the Custom Control Services, nominated by GOI, from time to time, on the Joint Co-ordination Committee;

"DGCA" shall mean the Directorate General of Civil Aviation or any substitute thereof;

"Effective Date" shall mean the date of signing of this MOU by the last Party herein and such date shall not be later than the COD as provided in the Concession Agreement;

"GOI" has the meaning ascribed to the term in the array of Parties;

"GOI Support" has the meaning ascribed to the term in Clause 2 of this MoU;

"Health Services" shall mean the mandatory health services (forming part of the Reserved Services) as set out in Annex 4 attached hereto;

"Health Services Representative" shall mean the authorized representative of the department/agency providing the Health Services, nominated by GOI, from time to time, on the Joint Co-ordination Committee;

"Immigration Services" shall mean the immigration services (forming part of the Reserved Services), as per the Applicable Law as set out in Annex 5 attached hereto;

"Immigration Services Representative" shall mean the authorized representative of the department/agency providing the Immigration Services, nominated by GOI, from time to time, on the Joint Co-ordination Committee;

"Joint Co-ordination Committee" has the meaning ascribed to the term in Clause 3.1.1 hereunder;

"Meteorological Services" shall mean the meteorological services (forming part of the Reserved Services), as set out in Annex 6 attached hereto;

"Meteorological Services Representative" shall mean the authorized representative of the department/agency providing the Meteorological Services, nominated by GOI, from time to time, on the Joint Co-ordination Committee;

"**MoCA**" has the meaning ascribed to the term in Clause 2.6 hereunder;

"**MoU**" or "**this MoU**" shall mean this Memorandum of Understanding;

"Plant Quarantine Services" shall mean the quarantine services (forming part of the Reserved Services), as set out in Annex 7 attached hereto;

"Plant Quarantine Services Representative" shall mean the authorized representative of the department/agency providing the Plant Quarantine Services, nominated by GOI, from time to time, on the Joint Co-ordination Committee;

"Project" has the meaning ascribed to the term in the Concession Agreement;

"Reserved Services" has the meaning ascribed to the term in Clause 2.3;

"Security Services" shall mean the security services (forming part of the Reserved Services), as set out in Annex 8 attached hereto;

"Security Services Representative" shall mean the authorized representative of the department/agency providing the Security Services, nominated by the GOI, from time to time, on the Joint Co-ordination Committee;

"**Shared Till Approval**" has the meaning ascribed to the term in Clause 2.2.1 hereunder; and

"Term" has the meaning as ascribed to the term in Clause 4.

1.2 Rules of Interpretation

1.2.1 The words and expressions beginning with capital letters and defined in this MoU has the meaning ascribed thereto herein, and the words and expressions used in this MoU and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this MoU.

1.2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this MoU.

2. GOI SUPPORT

With effect from the Effective Date, GOI hereby undertakes to provide the following support in relation to the Project (**"GOI Support"**):

2.1 Applicable Permits

2.1.1 GOI shall, upon written request from the Concessionaire and subject to the Concessionaire complying with Applicable Laws, endeavour to grant to the Concessionaire such Applicable Permits as are required for or in connection with the Project within the relevant statutory period (if any). The Parties agree that where no statutory period is prescribed, GOI shall use all reasonable efforts to grant such Applicable Permits as are required for in connection with the

Adani Ahmedabad International Airport Pvt. Ltd.
AIRPORTS AUTHORITY OF INDIA

Project within 45 (forty five) days from the date of receipt of such written request from the Concessionaire, subject to the Concessionaire fulfilling all the criteria specified for the purpose of obtaining the Applicable Permits.

2.1.2 The Concessionaire hereby undertakes that in order to expedite the grant of Applicable Permits, it will, in a diligent and timely manner:

(a) prepare and file applications, which are in full compliance with the Applicable Law, with the concerned authorities;

(b) follow-up the aforesaid applications with the concerned authorities; and

(c) respond in a timely manner to all requests for further information and clarifications.

2.2 Principles for Determination and Revision of Fees

2.2.1 The GOI has, through the National Civil Aviation Policy dated June 15, 2016 approved the 30% (thirty percent) shared-till framework for the determination and regulation of the Aeronautical Charges for all Airports in India ("**Shared-Till Approval**"), and the same shall be accordingly considered by AERA, for the purposes of the determination of the Fees/ Aeronautical Charges pursuant to the provisions of this Agreement.

2.2.2 The Aeronautical Charges shall be regulated and set/ re-set, in accordance with the Shared-Till Approval, the terms of the Concession Agreement and the Applicable Laws.

2.2.3 Any payments made by the Concessionaire to any Government Instrumentality for providing sovereign services such as customs, immigration, Plant Quarantine Services, Animal Quarantine Services, Meteorological Service, Health Services and Security Services within the Airport shall be considered as pass through for the purpose of the determination of the Aeronautical Charges.

2.2.5 Notwithstanding anything contrary contained elsewhere, the Concessionaire shall be entitled to levy, collect and appropriate the Aeronautical Charges with effect from the COD as per Clause 15.1.1 of the Concession Agreement from the Users of the Airport, at the rates of the tariff approved by AERA.

2.3 Reserved Services

2.3.1 The GOI shall, throughout the Term, provide, or cause to be provided, at the Airport, the following services ("**Reserved Services**"):

(a) Customs Control;

(b) Immigration Services;

(c) Plant Quarantine Services;

(d) Animal Quarantine Services;

(e) Health Services;

(f) Meteorological Services; and

(g) Security Services.

2.3.2 The Concessionaire shall at all times ensure to provide the Designated GOI Agencies with (a) such access and facilities at the Airport, and (b) the space requirements, as may be required by any or all of them to perform the Reserved Services at the Airport.

Adani Ahmedabad International Airport Ltd.

AIRPORTS AUTHORITY OF INDIA

2.3.3 The Concessionaire shall not be entitled to reduce the space and facilities provided to any Designated GOI Agency at the Airport without the consent of that Designated GOI Agency.

2.3.4 In the event of any expansion, modernisation or redevelopment at the Airport which involves the movement or reconfiguration of any space or facilities used by any Designated GOI Agency for the purposes of providing the Reserved Services or otherwise, the Concessionaire shall duly inform the Designated GOI Agency and the Concessionaire and that Designated GOI Agency shall discuss and agree on any change to the space requirements of that Designated GOI Agency that may be required as a result of such expansion, modernisation or redevelopment at the Airport.

2.3.5 The GOI hereby undertakes to procure the execution of memorandum of understanding between the Concessionaire and each Designated GOI Agency providing the Reserved Services, setting out the terms and conditions on which the Reserved Services shall be provided by the concerned Designated GOI Agency.

2.4 Memorandum of Understanding with GOI Agencies

The GOI hereby undertakes to procure the execution of the memorandum of understanding between the Concessionaire and each GOI agency/department, providing the Reserved Services hereunder, setting out the terms and conditions on which the Reserved Services shall be provided by the relevant GOI agencies/departments.

2.5 Bilateral Air Services Agreement

Without impinging on or in any way restricting the sovereign rights of the GOI, GOI shall, accept and review requests from international airlines for flying rights and seat entitlements for providing scheduled airline services at the Airport. GOI/ Designated GOI Authority shall endeavour to enter into, amend or renew all existing air services agreements with such countries based on the requests from airlines for providing services at the Airport. GOI shall not make any exclusion in the bilateral air services agreements with regards to the Airport. To encourage international carriers to start operations at the Airport, their additional frequency at the Airport shall not to be counted in the bilateral air services agreements. GOI shall endeavor not to revoke or terminate any existing air services agreements affecting the Airport. GOI shall be entitled to revoke or terminate any air services agreement for reason of the failure of another state or its designated carrier(s) to comply with their obligations under, or as a result of a breach by or default of the other party to, such air services agreement.

2.6 Customs, Immigration and Quarantine

The GOI shall establish or maintain (as applicable), at its own cost, the customs, immigration and quarantine procedures at the Airport, in such a manner that the Key Performance Indicators of the Concessionaire are not affected for any direct cause attributable to the GOI in respect of any or all of such services. The Parties intention is to use reasonable endeavours to agree on the appropriate service level standards in respect of customs and immigration procedures and quarantine services to be ensured by GOI pursuant to this MoU and the Ministry of Civil Aviation, GOI ("**MoCA**") will use its efforts to assist accordingly as and when so requested by the Concessionaire in such regard.

2.7 Security

2.7.1 The GOI confirms that unless otherwise agreed under this MoU, it shall through the Designated GOI Agency, provide all aviation security at the Airport in accordance with the provisions of the Applicable Laws. Provided that, the GOI and the Concessionaire may, following mutual discussions and if permitted pursuant to the Applicable Laws and if it is considered appropriate, enter into arrangements to jointly provide aviation security services at the Airport. The Parties

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

recognise that the fee levied for security per departing passenger be consistent with such fee at all international airports in India with similar size and sensitivity classification and such fee may be revised uniformly for all international airports.

2.7.2 Without prejudice to the other provisions of this MoU, the Concessionaire shall comply with such rules and regulations established by BCAS and any other Designated GOI Agency in connection with the security of the Airport. *Provided that* the Concessionaire shall not be so obliged if such rules and regulations are not generally and consistently applied to airports having the same or similar sensitivity classification.

2.7.3 The Concessionaire shall be responsible for providing and maintaining all such security equipment as required by BCAS and any other Designated GOI Agency from time to time for the provisioning of the security at the Airport, *provided that* the same obligations are imposed on all international airports in India with similar size and sensitivity classification.

2.7.4 The procedures to be adopted for the security of the Airport building, passengers, persons working at the Airport and other visitors to the Airport and aircraft, freight and other property at the Airport, shall be as prescribed by BCAS and any other Designated GOI Agency. The Concessionaire shall be obliged to comply with all such procedures and directions as issued by BCAS and any other Designated GOI Agency from time to time, *provided that* such procedures and directions are consistently applied to airports having the same or similar sensitivity classification.

2.7.5 The Concessionaire shall co-operate fully with the officers of the designated security agencies and other security agencies at all times.

2.8 Meteorological Service

2.8.1 The GOI confirms that it shall, through Indian Meteorological Department or through any other Designated GOI Agency, cause to provide Meteorological Services at the Airport in accordance with the practices established or recommended from time to time pursuant to the Chicago Convention on Meteorological Service for International Air Navigation.

2.8.2 The functions provided by the Indian Meteorological Department or through any other Designated GOI Agency and the access and space provided by Concessionaire under this Clause 2.8 shall be provided as per Good Industry Practices.

2.9 Non-Discrimination

Subject to the Applicable Laws and international treaty obligations as in force from time to time, the GOI shall follow a policy of non-discrimination with regard to the classes or descriptions of air traffic that are permitted to use the Airport and subject to reasonable regulations, shall endeavour to not impose any unfair limitations on aircraft movements at the Airport or otherwise restrict the capacity at the Airport.

3. JOINT CO-ORDINATION COMMITTEE

3.1 Constitution of Joint Co-ordination Committee

3.1.1 In order to ensure smooth and efficient rendering of the Reserved Services, the Parties hereby undertake and agree to set up a joint co-ordination committee ("**Joint Co-ordination Committee**") consisting of the:

(a) Authority Representative;

(b) MoCA's representative;

(c) Customs Control Representative;

(d) Immigration Services Representative;

(e) Meteorological Services Representative;

(f) Security Services Representative;

(g) Plant Quarantine Services Representative;

(h) Animal Quarantine Services Representative;

(i) Health Services Representative; and

(j) Concessionaire's representative.

3.1.2 The MoCA, GOI, shall constitute this committee and head the meetings, with mandate to resolve issues related to provision of Reserved Services.

3.2 Meetings and Support

3.2.1 The Joint Co-ordination Committee shall be chaired by the Secretary, MoCA, and shall, unless otherwise agreed by the Parties to hold the meeting at a later date, meet at least once every quarter at the Airport, starting in the first instance within 30 (thirty) day(s) of the Effective Date.

3.2.2 GOI hereby undertakes to provide assistance to the Concessionaire in liaising with the relevant agencies, authorities, departments, inspectorates, ministries under the control and direction of GOI, in respect of the operations, management and development of the Airport.

4. TERM AND TERMINATION

4.1 Term

4.1.1 This MoU shall be effective from the Effective Date.

4.1.2 This MoU shall terminate automatically with the determination and/or early termination, for whatsoever reason, of the Concession Agreement ("**Term**").

4.2 Termination

4.2.1 This MoU shall terminate with immediate effect and shall not become effective, if the COD is not achieved by the Concessionaire as per the terms of the Concession Agreement.

4.2.2 The rights and benefits granted to the Concessionaire pursuant to this MoU shall stand transferred to, and shall enure to the benefit of, any successor and permitted assignee of the Concessionaire or any other Person (including the Authority or any successor of the Authority), that may operate the Airport at any time, in accordance with the terms of the Concession Agreement.

5. REPRESENTATIONS AND WARRANTIES

5.1 By the Concessionaire

The Concessionaire hereby represents and warrants to the GOI that each of the representations and warranties made by it under the Concession Agreement shall *mutatis-mutandis* hold true and correct for the purposes of this MoU, in the form and manner contained therein, including

but not limited to its power and authority and requisite corporate actions for the execution and delivery of this MoU.

5.2 By GOI

The GOI hereby represents and warrants to the Concessionaire that it has the right, power and authority and has taken all actions necessary to execute this MoU, and exercise its rights and perform its functions under this MoU on best endeavour basis.

6. GOVERNING LAW AND DISPUTE RESOLUTION

6.1 Governing Law

This MoU (including this Clause 6) and all questions of its interpretation shall be construed in accordance with the laws of the Republic of India.

6.2 Jurisdiction

Subject to the provisions of Clause 6.3 below, the courts of New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this MoU.

6.3 Dispute Resolution

6.3.1 The Parties agree that they shall attempt to resolve, through good faith consultation, disputes arising in connection with this MoU, and such consultation shall begin promptly after a Party has delivered to the other Party a written request for such consultation. Provided that if such good faith consultations have not resulted in a resolution of the dispute within 60 (sixty) days of such consultations having commenced, the provisions of Clause 6.3.2 shall apply.

6.3.2 Subject to the provisions of the AERA Act, any dispute, which could not be settled by the Parties through amicable settlement (as provided for under Clause 6.3.1 hereinabove), shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time.

6.3.3 The disputes shall be referred to a tribunal comprising of 3 (three) arbitrators. Each Party to the arbitration shall appoint 1 (one) arbitrator, and the 2 (two) arbitrators thus appointed shall choose the third arbitrator, who will act as a presiding arbitrator of the tribunal (together forming the "**Arbitral Tribunal**"). The arbitration proceedings shall be conducted in accordance with the Rules.

6.3.4 Such arbitration shall, unless otherwise agreeable to the Parties, be held at New Delhi, India. All proceedings of such arbitration shall be in the English language.

6.3.5 The decision(s) of the Arbitral Tribunal shall be final and binding on the Parties.

7. MISCELLANEOUS

7.1 Notice

7.1.1 Any notice required or permitted under the terms of this MoU or required by Applicable Laws shall (unless otherwise agreed) be in writing and shall be delivered in person, sent by registered mail or air mail as appropriate, properly posted and fully prepaid in an envelope properly addressed or sent by facsimile to the respective parties as follows:

GOI:
Secretary, Ministry of Civil Aviation, Government of India/ or person designated in this behalf by Government of India

Adani Ahmedabad International Airport Ltd.
AIRPORTS AUTHORITY OF INDIA

E-mail: [•]
Fax No.: [•]

Authority:
Address: [•]
Attention: [•]
E-mail: [•]
Fax No.: [•]

Concessionaire:
Address: [•]
Attention: [•]
E-mail: [•]
Fax No.: [•]-[•]

or to such other address or facsimile number as may from time to time be designated by notice hereunder.

7.1.2 Any such notice shall be in the English language and shall be considered to have been given at the time when actually delivered, if delivered by hand, or upon the next working day following sending by facsimile or in any other event within 3 (three) days after it was mailed in the manner hereinbefore provided.

7.2 Severability

In the event that any, or any part of the terms, conditions or provisions contained in this MoU shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such terms, conditions or provisions shall, to that extent be severed from the remaining terms, conditions and provisions, which shall continue to be valid and enforceable to the fullest extent permitted by Applicable Law.

7.3 Entire Agreement

This MoU, together with all the Annexes hereto, represents the entire agreement and understanding between the Parties with respect to the subject matter of this MoU and supersedes any prior agreement or understanding, written or oral, that the Parties may have had.

7.4 Amendment

No addition, amendment or modification of this MoU shall be effective, unless it is in writing and signed by the Parties.

7.5 Assignment

Notwithstanding any change in the Applicable Law after the Effective Date hereof, which might otherwise permit the assignment of this MoU, no Party may assign this MoU or any right or obligation arising under or pursuant to it or any benefit or interest herein. Provided however that notwithstanding the foregoing, the GOI hereby expressly agrees to transfer and novate this MoU in favour of a substitute entity selected pursuant to the terms of the Substitution Agreement or any other entity accepted by the Authority as the Concessionaire in relation to the Project.

7.6 No Waiver

No failure on the part of GOI or the Authority to exercise, and no delay on their part in exercising, any right, power, privilege or remedy under this MoU will operate as a waiver thereof, nor will any single or partial exercise of any right, power, privilege or remedy preclude

Adani Ahmedabad International Airport Pvt. Ltd.
AIRPORTS AUTHORITY OF INDIA

any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. Unless specified otherwise, the rights, powers, privileges and remedies provided in this MoU are cumulative and not exclusive of any other rights, powers, privileges or remedies (whether provided by law or otherwise).

Annex 1

Animal Quarantine Services

A. ***Before Arrival:***

(i) On receipt of an application for import of the animal, all the sheds and feed stoves are thoroughly cleaned, disinfected with suitable disinfectants and also fumigated;

(ii) All animals are transported on a suitable animal carrier, as per the standards and requirements for different species of animals;

(iii) The animal carrier is properly disinfected one day prior to the scheduled date of arrival of animals;

(iv) All the arrangements are made for collection of necessary samples.

B. ***On Arrival at the Point of Entry:***

(i) On the day of arrival and time fixed with the importer, the Regional/Quarantine Officer and other staff reach the airport;

(ii) The animal or the products are thoroughly examined physically;

(iii) The veterinary certificate accompanying the animals or products is checked thoroughly to ascertain the specified health requirements;

(iv) After ensuring that the animals are clinically healthy and the health certificates accompanying the consignment are in order, a Provisional Quarantine Clearance Certificate (Import) or Veterinary Health Certificate (Import) is issued depending on the case to the importing agency for customs clearance;

(v) The imported live animals are brought to the quarantine station under the supervision of the Regional/Quarantine Officer;

(vi) The animals are kept under the quarantine for 30 (thirty) days or as specified in the health protocol by the GOI for monitoring the health status of the animals;

(vii) In case of livestock products, representative samples shall be drawn and tested in the relevant laboratories as per conditions laid down in the sanitary import permit.

Annex 2

[Not Used]

Annex 3

Customs Control

(a) Customs Control at Walkthrough channel;

(b) Customs Control at Baggage examination counters in Green / Red Channel;

(c) Provision of the services of the Baggage Assistant / Deputy;

(d) Commissioner within the Baggage Mall;

(e) Customs Control for detained goods;

(f) Customs Control for mishandled baggage;

(g) Customs Control for valuables;

(h) Customs Control for re-shipment goods;

(i) Customs Control for confiscated goods;

(j) Manning by the gate Officer near Exit Gate;

(k) Issuance of Export Certificate;

(l) Services of relevant officials in connection with Custom's functions;

(m) Air Intelligence Unit.

Annex 4

Health Services

(a) The Parties hereby record that it is the intention of the DGHS to endeavour to provide at the Airport terminal, the following services and undertake the following activities ("**Health Services**"):

(i) Medical facilities at the Airport terminal and the cargo complex at all times during the day for the benefit of the passengers, visitors, airline staff, employees and other personnel of the GOI, the Authority, the Concessionaire and other relevant Government departments;

(ii) Medical officers and other DGHS personnel to be located at the Airport terminal, as decided by DGHS from time to time;

(iii) DGHS shall, from time to time, determine the number of staff and fix timings of medical facilities at/around the Airport;

(iv) DGHS shall also undertake such other functions at the Airport as may be directed by the Central Government from time to time.

(b) It is clarified that in the event the DGHS does not provide all or any of the Health Services and/ or the facilities mentioned in Clause (a) (i) above, it shall have no liability of any kind whatsoever to the Concessionaire. Any such liability is hereby expressly disclaimed. The Concessionaire hereby expressly acknowledges that it shall have no recourse against the DGHS or any other government body for non-provision or partial provision of any of the Health Services or the facilities mentioned in Clause (a)(i) above.

Annex 5

Immigration Services

Providing immigration facilitation and service at the Airport and work relating to registration of foreigners under Applicable Laws.

Annex 6

Meteorological Services

This includes provision of aviation weather services according to the technical provisions of the ICAO, Annex 3 and the World Meteorological Organization, as well as standards and recommended practices of Designated GOI Agency and conventions in air navigation towards the safety of aircraft operation.

Annex 7

Plant Protection and Quarantine Services

These functions are performed under the Destructive Insects & Pest Act, 1914 and the Plant Quarantine (Regulation of Import into India) Order, 2003 and its amendments to minimize risk of entry of exotic pests and diseases into the country that may render adverse impact on Indian agriculture. These practices are accepted internationally under the International Plant Protection Convention and are recognized under the Sanitary and Phyto-sanitary Agreement of the WTO. Such functions include the following:

(a) Inspection testing, treatment & release of imported agriculture commodities to prevent ingress of exotic pests & diseases;

(b) Visual examination & treatment of agriculture commodities meant for export;

(c) Issuance of Phyto-Sanitary Certificate for agricultural commodities meant for export;

(d) Inspection and treatment of imported wood packaging materials;

(e) Post entry quarantine inspection;

(f) Fumigation/ disinfestations/ disinfection of agricultural commodities.

Annex 8

Security Services

(a) Providing security through designated GOI Agency, in accordance with Annex 17 to Chicago Convention of ICAO, for airport operators, airlines operators, and their security agencies responsible for implementing AVSEC measures;

(b) Ensure that Designated GOI Agency and its persons implementing security controls are appropriately trained and possess all competencies required to perform their duties;

(c) Planning and coordination of aviation security matters;

(d) Conducting – surprise/dummy checks through Designated GOI Agency to test professional efficiency and alertness of security staff and mock exercises to test efficacy of Contingency Plans and operational preparedness of the various agencies.

IN WITNESS WHEREOF the Parties have caused this MoU to be executed by their duly authorized officers and representatives as of the day and year first above written.

Signed by

For and on behalf of **GOI** Signed by ●	Witnessed by:
For and on behalf of the **Concessionaire** Signed by ●	Witnessed by:

Adani Ahmedabad International Airport Ltd

AIRPORTS AUTHORITY OF INDIA

SCHEDULE S

SELECT EMPLOYEES

It is indicated that the Select Employees at the Airport are as follows:

Group	Cadre (AGM and Below)	Employees
A		**37**
E3	MANAGER	21
E4	SR. MANAGER	8
E5	AGM	8
B-EX		**17**
E1	JR. EXECUTIVE	9
E2	ASSTT. MANAGER	8
B-NEX		**50**
N9	SR. SUPDT.	34
NS	SR. SUPDT.(SG)	16
C		**57**
N4	JR. ASSISTANT	1
N5	ASSISTANT	1
N6	SR. ASSTT.	3
N7	SUPERVISOR	26
N8	SUPDT.	11
S6	ASSTT-SG-NE-6	
S8	SUPERVISOR(SG)	15
D		**19**
D6	ATTENDANT-SG-NE-6	1
N2	ATTENDANT	5
N3	SR. ATTENDANT	4
S4	Sr. Attendant-SG-NE4	6
S5	Sr. Attendant-SG-NE5	3
Grand Total		**180**

Adani Ahmedabad International Airport Ltd.

AIRPORTS AUTHORITY OF IN

SCHEDULE T

EXISTING CONTRACTS

The revenue contracts at the Airport are indicated as follows:

S.No.	Name of Facility/ License/Space/sapce Allotted / Awarded	Party name / Address	Period of the contract in year / month		Regular Contract/Adhoc or extension
			From	To	
01	Advertising Rights	**M/s. TDI Internation Ltd.** 42,Rani Jhansi Road New Delhi - 110 055	28.02.2019	27.02.2020	Regular Contract
02	Repeater Station	**M/s. Bharti Airtel Ltd.,** SCM Department, 2nd Floor, M/s. Bharati Airtel Ltd. SCM Department,Zodiac Square,2nd Floor, S.G.Road,Zodiac Square,Opp. Gurudwara,Ahmedabad- 380 054.	01.01.2014	Till date	Extension
03	Repeater Station	**M/s. Reliance Jio Infocomm Ltd.** FF 101 Saffron,Panchvati 5 Rasta, Nr. Bank of Baroda,Ahmedabad PIN - 38006.	22.11.2016	Till date	Extension
04	Repeater Station	**M/s. Bharat Sanchar Nigam Limited,** D.E.(CMTS Plg.) ATD., Building,Gulbai Tekra, Ahmedabad-380009	01.01.2008	Till date	Extension
05	Car Rental Service (T-1)	**M/s. Akbar Travels of india,** Domesti Building (T-1) S.V.P.International Airport, AHMEDABAD380 003.	16.11.2010	Till date	Extension
06	Snack bar (outside-T-2 Dep. arera)	**M/s. Saptagiri Retaurant** L-73/285 Mahipal Pur Extn, New Delhi - 110 037.	16.10.2018	15.10.2019	Regular Contract
07	Tea/Coffee vending machine (T-2)	**M/s. Saptagiri Retaurant** - AS ABOVE----	07.03.2014	Till date	Extension
08	Snack Bar (outside T-1)	**M/s. Saptagiri Retaurant** - AS ABOVE----	01.10.2014	Till date	Extension
09	Branded Snack Bar (SHA T-1)	**M/s. Saptagiri Retaurant** - AS ABOVE----	01.01.2018	Till date	Extension
10	Celluar Facility (T-1)	**M/s. Vodafone Idea Limited,** Vodafone House, Building A, Corporate Pralhadnagar off.,S.G.Hignway, Ahmedabad- 380051	15.05.2015	Till date	Extension
11	Repeater Station	**M/s. Vodafone Idea Limited** --AS ABOVE --	01.01.2014	Till date	Extension
12	Restaurant Cum staff Canteen	**M/s.RBA Hospitality Pvt.Ltd.,** C-19 - Jay Yogiraj Society, Nr-Sardarnagar Police Station, Sardarnagar,Ahmedabad-382475.(Guj.)	15.07.2014	Till date	Extension
13	Branded Snack Bar (SHA-T-2)	**M/s.RBA Hospitality Pvt.Ltd.** ---AS ABOVE ---	25.06.2018	24.06.2019	Regular Contract

S.No.	Name of Facility/ License/Space/sapce Allotted / Awarded	Party name / Address	Period of the contract in year / month		Regular Contract/Adhoc or extension
			From	To	
14	Br.Snack Bar (T-1 SHA/GF & Visitor Conc.)	**M/s.RBA Hospitality Pvt.Ltd.** ---AS ABOVE ---	02.08.2018	01.08.2019	Regular Contract
15	Branded Chocolate parlour(SHA F/F T-1)	**M/s.RBA Hospitality Pvt.Ltd.** ---AS ABOVE ---	24.10.2018	23.10.2019	Regular Contract
16	Ice-cream Parlour (T-1 Visitor Concourse)	**M/s.RBA Hospitality Pvt.Ltd.** ---AS ABOVE ---	11.09.2018	10.09.2019	Regular Contract
17	Tea Coffee vending Machine(T-2 Dep)	**M/s. Gujarat tea Processor & packers Ltd.**,3rd Floor, Vaghbakari House,	09.11.2012	Till date	Extension
		Opp. Parimal Garden,Ellise Bridge, Ahmedabad- 380006.			
18	Tea Coffee vending Machine(T-1 Dep)	**M/s. Gujarat tea Processor & packers Ltd.** -- AS ABOVE--	02.02.2015	Till date	Extension
19	Tea Coffee vending Machine(T-1 G/F)	**M/s. Gujarat tea Processor & packers Ltd.** -- AS ABOVE--	09.11.2012	Till date	Extension
20	Branded Snack bar Counter (T-1)	**M/s. Kameshwar Foods,** 5-Viral Apartment, 12-Shreyas Colony,	13.12.2013	Till date	Extension
		Ahmedabad-380009.			
21	Spa Facility (T-1)	**M/s. Masti Health & Beauty Pvt.Ltd.** Plot No.230 Road No.78,	28.04.2011	Till date	Extension
		Jubilee Hills, HYDERABAD-33.			
22	Cookies/Bakery item shop	**M/s. Kanhai Food Pvt.Ltd.** ,Sub Plot No.4 Block No.329,Opp: Harsha Engg.,	04.07.2012	Till date	Extension
		Sarkhej Bavla Road, Changodar - 382210, Dist: AHMEDABAD.			
23	Branded Leather Butique shop(T-1 & 2)	**M/s. Damilano Leather Pvt.Ltd.,** 85 Kapashera Bijwasan Road	02.08.2018	01.08.2019	Regular Contract
		Near Deepan Hospital, NEW DELHI-110 037.			
24	Branded T-shirt shop (T-1)	**M/s. Offbeat Appearel Pvt.Ltd.,** 16 Mariamman Koil Street,	14.12.2012	Till date	Extension
		Vazhaikulam, PONDICHERRY-605012.			
25	Americal Sweet pop corn shop (T-1)	**M/s. Guruji Caterers,** Flat No.12 Vishakha Apartment, 15A/4	27.11.2012	Till date	Extension
		Someshwarwadi, Near Rajwada Restaurant, PUNE-41 008. (Maha.)			
26	Branded desert Parlour (T-1)	**M/s. vadilal Enterprises Ltd.,** Shrimani Society, Near Navrangpura	10.12.2012	Till date	Extension
		Railway Crossing, Navrangpura, AHMEDABAD-380 009.			
27	Branded desert Parlour (T-2)	**M/s. vadilal Enterprises Ltd.** --- AS ABOVE ---	16.10.2014	Till date	Extension
28	Branded Chocolate Café (T-1)	**M/s. Chocolate Room Pvt.Ltd.,** B-426 - 427, SOBO Center,	21.01.2013	Till date	Extension
		Gala Gymkhana Road, South Bopal, Ahmedabad.			

S.No.	Name of Facility/ License/Space/sapce Allotted / Awarded	Party name / Address	Period of the contract in year / month		Regular Contract/Adhoc or extension
			From	To	
29	Branded Beauty Product shop (T-1)	**M/s. Intercraft Trading Pvt.Ltd.** 8-MRIDUL TOWER, 1ST FLOOR, H.K.HOUSE, ASHRAM ROAD, AHMEDABAD-380009.	08.01.2013	Till date	Extension
30	Branded Footwear shop (T-1)	**M/s. Pavers England Pvt.Ltd. ,** Building No.D2 - Gala No.4 to 10, Shree Arihant Compound, Village: Bhiwandi, District: Thane-421302.	29.01.2013	Till date	Extension
31	Branded fast Food Counter (T-1)	**M/s.H.M.Hospitality**, Mangal Orchid CHS Ltd., B-2-602 Panch Marg Marg Yari Road, Versova Andheri (West), MUMBAI-400 061.	02.01.2012	Till date	Extension
32	Tea/Coffee vending machine (T-1)	**M/s. Coffee day Global Ltd.**, 604 6th Floor, 3rd eyevision, Opp: Shivalik Plaza, Near Panjrapol cross Road, Ambavadi, Ahmedabad-380015	27.01.2013	Till date	Extension
33	Scratch & Win counter	**M/s. G.S.Cateloug** P-1/10 DLF Phase-2,GURGAON (Haryana)	19.10.2013	Till date	Extension
34	Branded Crystal shop (T-1)	**M/s. Crysretail Trading Pvt.Ltd.** E-14 Geetanjali Enclave, NEW DELHI-110017.	14.10.2013	Till date	Extension
35	ATM Counter (T-1)	**M/s Dena Bank**, Zonal Office, Dena Laxmi Building 1st Floor, Ashram Road, Navrangpura, AHMEDABAD-380009.	01.03.2016	28.02.2019	Regular Contract
36	Branded Sweet & namkeen shop(T-2)	**M/s. Sukhadiya Garbaddas & Sons**, Sardar Gunj Bank Lane Tower Bazar, ANAND-388001 (Gujarat).	25.12.2013	Till date	Extension
37	Branded Electronic Shop (T-1)	**M/s. Infinity Retail Ltd.,** Unit No.701 & 702, 7th Floor Kaledonia Sahar Road, Andheri East, MUMBAI-400069.	23.10.2013	Till date	Extension
38	Branded ayurvedic Life style shop(T-1)	**M/s. Bipha Drugs Laboratory** SVPI Airport, Terminal-1	20.11.2013	Till date	Extension
39	Magazine Shop (T-1)	**M/s. Malyala Manorama Megazine,** Innova A-401, Marathon Nextgen, G.K.Marge, Lower Parel, MUMBAI-400 013.	01.02.2014	Till date	Extension
40	Tea/Coffee vending machine (Gate no.2)	**M/s. Instant Trade Agency,** 2 Shree Narayan Palace, Nr.Kothawala Flats, Opp;Dadi Dining Hall,Pritamnagar, Ellisbridge, Ahmedabad-380 006.	30.10.2018	29.10.2019	Regular Contract
41	Cold Beverage Counter(Gate No.8)	**M/s. Yasvi Enterprice,** 7-Shree Narayan Palace, Nr.Kothawala Flats, Pritamnagar, Ellishbridge, AHMEDABAD-380 006.	06.03.2014	Till date	Extension

S.No.	Name of Facility/ License/Space/sapce Allotted / Awarded	Party name / Address	Period of the contract in year / month		Regular Contract/Adhoc or extension
			From	To	
42	Cold Beverage Counter(Gate No.2)	**M/s. Yasvi Enterprice** ----AS ABOVE ---	06.03.2014	Till date	Extension
43	Ice Cream Parlour T-2	**M/s. Havmor Restaurant Pvt.Ltd.** 12th and 13th Floor,Elanza vertex,	05.11.2014	Till date	Extension
		Sindhubhaba Road,Bodakdev,Ahmedabad-380 054			
44	Ice Cream Parlour T-1	**M/s. Havmor Restaurant Pvt.Ltd.** --- AS ABOVE ---	12.12.2014	Till date	Extension
45	Ghandloom & Handicraft Shop	**M/s. Gujarat State Handloom & Handicraft**. Handloom Technology Bldg.,	03.03.2015	Till date	Extension
		Nr.Mahatma Mandir, Sector-13, GANDHINAGAR-382 016.(Guj.).			
46	TR cum Gift shop (T-1)	**M/s.Ava Merchandising Solution Pvt.Ltd.** Salwan School Market,	01.01.2015	Till date	Extension
		Old Rajinder Nagar, New Delhi-110 060			
47	Money Exchange Counter (Arrv.)	**M/s. Centrum Direct Pvt.Ltd.** 5445-A C.S.T Road,Vidya Nagar Marg,	19.10.2016	18.10.2019	Regular Contract
		Kalina Santacruz (East), MUMBAI-98.			
48	Money Exchange Counter (Dep.)	**M/s. Centrum Direct Pvt.Ltd.** ----AS ABOVE ---	19.10.2016	18.10.2019	Regular Contract
49	Baggage Wrapping Facility (T-2)	**M/s.Secure Wrap (India) Pvt. Ltd.,** 119/1, GROUND FLOOR, PATEL VAS	10.08.2018	09.08.2019	Regular Contract
		Near primary School, Hansol Village, Sardarnagar, Ahmedabad.			
50	Retail Outlet (T-1 SHA)	**M/s.Trident creation private Ltd.,** FF/01 - First Floor, Dev Complex,	07.12.2017	06.12.2020	Regular Contract
		Opp.Parimal Garden, Parimal Cross Road, Ellishbridge, Ahmedabad-06			
51	Duty free shop (T-2)	**M/s.Flemingo Duty free Shop**	24.04.2016	23.04.2023	Regular Contract
		S.V.P.I. International Airport, T-2, Ahmedabad.			
52	Food Court at T-1	**M/s.Lite Bite Food Pvt. Ltd.** Plot No.317, Udyog Vihar, Phase-IV,	20.05.2018	24.05.2019	Regular Contract
		GURGAON -122016 (Haryana)			
53	Branded Snack bar (T-2)	**M/s.Aroon Food Services Pvt. Ltd.** A-113 Ground Floor, Road No.2, NH-8,	24.06.2018	23.06.2019	Regular Contract
		Mahipalpur Ext., NEW DELHI-110037.			
54	Restaurant (T-2)	**M/s.A-One Catereing Services,** 222-Audicyawara, Bedla,	25.06.2018	24.06.2019	Regular Contract
		Udaipur-313001(Rajasthan).			
55	Executive Lounge (T-2)	**M/s.Premium Port Lounge Management Co.Pvt. Ltd.**, Room No.11,	23.07.2018	22.07.2019	Regular Contract
		Terminal 1D-Domestic,Departure, IGI Airport, Palam, NEW DELHI-			
56	Executive Lounge (T-1)	**M/s.Premium Port Lounge Management Co.Pvt. Ltd.** --- AS ABOVE--	23.07.2018	22.07.2019	Regular Contract

S.No.	Name of Facility/ License/Space/sapce Allotted / Awarded	Party name / Address	Period of the contract in year / month		Regular Contract/Adhoc or extension
			From	To	
57	Khadi Emporium shop	**M/s.Khadi & Village Industries,** E-Block-4th Floor, Capital Commercial Centre, Ashram Road, Ellis Bridge, AHMEDABAD-380009.	11.07.2017	Till date	Extension
58	Baggage trolley	**M/s.Vision Advertising,** A3-26- Agrasen Society,8-Koregoan Road, Koreoan Park, pune-411001.	01.05.2018	30.04.2019	Regular Contract
59	Handloom & Handicraft shop	**M/s.Tribal Cooperative Mktg.Devl.Fed.india Ltd**. Trifed Regional Office, 2nd Floor, BSNL Navrangpura Exchange, Shastrinagar, AHMEDABAD-380063	06.07.2018	05.07.2019	Regular Contract
60	Airport Entry Ticket (T-1 & T-2)	**M/s. Roma Henny Security service Pvt. Ltd.** L-322, Mahipalpur, New Delhi-110 037.	15.04.2018	14.04.2019	Regular Contract
61	Ice Cream Parlour (T-1)	**M/s.RBA Hospitality Pvt.Ltd.,** C-19 - Jay Yogiraj Society, Nr-Sardarnagar Police Station, Sardarnagar,Ahmedabad-382475.(Guj.)	11.09.2018	10.09.2019	Regular Contract
62	Meet & Greet (swagat seva)	**M/s. Saptagiri Retaurant Pvt. Ltd.** L-322 Mahipalpur Extension, New Delhi-110037.	23.12.2015	22.12.2018	Regular Contract
63	Branded Apparel outlet (T-1 SHA)	**M/s. Go Fashion India Pvt. Ltd.**, Sathak centre,5th Floor, Nungambakkam High Road, Chennai-600034.	14.12.2018	13.12.2019	Regular Contract
64	Branded Snack Bar (T-2 - Checking area)	**M/s.Aroon Food Services Pvt. Ltd.,** A-113 Ground Floor, Road No.2, NH-8, Mahipalpur Ext., NEW DELHI-110037.	15.12.2018	14.12.2018	Regular Contract
65	Branded Watch Shop (T-1 SHA F/F)	**M/s. Titan Company Limited,** Integrity, No.193, Viradandra, Electronic City, P.O. Off Hosur Main Road, Bengaluru-75.	15.01.2019	14.01.2020	Regular Contract
66	Vehicle Parking Rights	AAI Managing Own	25.08.2018	Till date	

The operations contracts at the Airport are indicated as follows:

1. MESS/ESS Contract

S. No.	Name of Work	Contractor Name/Address	Estimated Cost of Work	Awarded Value(Rs.)	Date of Start	Duration of contract in years/months
	Mechanized Environmental Support Services (up keeping) of Terminal-1 and Inter Terminal Link (ITL) at SVPI Airport, Ahmedabad	M/s BVG INDIA LTD. BVG House, Premier Plaza Pune-Mumbai road, Chinchwad Pune-411019	Rs.12,03,92,407/-	Rs.12,58,04,808.00 For 03 years	01.07.2018	03 years
	"Mechanized Environmental Support Services (MESS) (Up-Keeping) of Terminal-2" at SVPI Airport, Ahmedabad	M/s Krystal Integrated Services Pvt Ltd 15, Krystal House Dr. Mankikar Road Sion (E), Mumbai-400022	Rs.11,25,56,107/-	Rs.11,55,37,016.88 For 03 years	20.09.2018	03 years
	"Environmental Support Services (ESS) (Up-Keeping) of Ancillary Buildings, Approach Roads, Airside and City-Side Area" at SVPI Airport, Ahmedabad	M/s Samvit Buildcare Pvt Ltd 402, Kirtiman Complex, Opp Kadwa Patidar Hostel, Gulbai Tekra, Ahmedabad-380006	Rs.1,88,06,910/-	Rs. 1,61,75,592/- For 03 years	01.08.2018	03 years

2. Pest Control

S. No.	Name of Work	Contractor Name/Address	Estimated Cost of Work	Awarded Value(Rs.)	Date of Start	Duration of contract in years/months
	Annual Maintenance contract for Integrated Pest Control Treatment Services of S.V.P.I. Airport, Ahmedabad	M/s Avitus India Pest Management P. Ltd	Rs.6,43,000/-	Rs. 3,67,473/- For 01 year	05.02.2018	01 year

3. Any other contracts

S. No.	Name of Work	Contractor Name/Address	Estimated Cost of Work	Awarded Value(Rs.)	Date of Start	Duration of contract in years/months
	"JOB WORK FOR MANNING OF AOCC" AT SVPI AIRPORT, AHMEDABAD	M/s Manish Electricals Kalpana Nagar, Near 7 No. Chouraha, Morar, Gwalior-474006	Rs 18,21,160/-	Rs. 16,68,000/- For 01 year	01.08.2018	01 year
	Providing 07 Ex – Servicemen for Carrying Out Terminal Management at Ahmedabad Airport	M/s 3638 Ravindra Kumar Panwar Shop no-83, New heaven Enclave, Near Harish Petrol Pump, Pani Gate, Vadodara-390019		Rs. 35,86,550.52/- For 01 year	15.01.2018	01 year
	Supply of 31 (23+8) nos. of Ex-Servicemen through DGR Sponsored security agency for collection of vehicle data & Traffic warden at Ahmedabad Airport	M/s 3638 Ravindra Kumar Panwar Shop no-83, New heaven Enclave, Near Harish Petrol Pump, Pani Gate, Vadodara-390019		Rs. 58,17,631.50/- for 06 months	04.01.2018	06 + 06 months Extension file is under process
	Providing Ex-Servicemen for Management of Car Parking at SVPI Airport, Ahmedabad	M/s 3638 Ravindra Kumar Panwar Shop no-83, New heaven Enclave, Near Harish Petrol Pump, Pani Gate, Vadodara-390019		Rs. 75,48,072/- for 03 months	24.08.2018	03 months Extension file is under process

The maintenance contracts at the Airport are indicated as follows:

1. Civil Contracts

Sr. No	Name of work	Name of Agency	AMC/ CMC	Estimated Amount (lakhs)	Tendered Amount (lakhs)	Date of Start	Stipulated date of completion	Likely date of completion
1	Comprehensive Operation and Maintenance of Sewage Treatment Plant at S.V.P.I. Airport, Ahmedabad	M/s. Envirocare Technocrats Pvt. Ltd.	CMC	45.00	32.40	21/09/2015	20/09/2018	20/01/2019
2	Removal of Rubber deposit & old paint marks from Runway and Apron surface at S.V.P.I. Airport, Ahmedabad	M/s. Sainath Aviotechnics Pvt. Ltd	AMC	66.64	57.20	09/11/2017	08/11/2018	07/02/2019
3	Annual Repairs and Maintenance of Civil Works for Terminal-2, MT building, Adjoining areas etc. (2018-19) at S.V.P.I. Airport, Ahmedabad.	M/s. Saumya Construction	AMC	180.00	180.00	01/06/2018	31/05/2019	31/05/2019
4	Annual Repairs and Maintenance of Civil Works for Cargo Buildings, CISF Barrack, Old AAI Colony etc. (2018-19) at S.V.P.I. Airport, Ahmedabad.	M/s. M. M. Patel	AMC	180.00	180.00	01/06/2018	31/05/2019	31/05/2019
5	Annual Repairs and Maintenance of Civil Works for Residential Colonies, Integrated Office Building of AAI & BCAS, Tx. Station etc. for the year (2018-19) at S.V.P.I. Airport, Ahmedabad.	M/s. K. B. Patel Procon Pvt. Ltd.	AMC	120.00	120.00	01/06/2018	31/05/2019	31/05/2019
6	Annual Repairs and Maintenance of Civil Works for Terminal-1, Terminal-3, Terminal-4 etc. and adjoining areas (2018-19) at S.V.P.I. Airport, Ahmedabad.	M/s. Arpan Engineering Co.	AMC	180.00	180.00	01/06/2018	31/05/2019	31/05/2019
7	Annual Repairs and Maintenance of Civil Works for Operational Area, Fire Station, NAVAIDS Buildings etc. and adjoining areas for the year 2018-19 at S.V.P.I. Airport, Ahmedabad	M/s. Saumya Construction	AMC	120.00	120.00	01/06/2018	31/05/2019	31/05/2019
8	Environmental Monitoring i.e. Analysis of water samples, Ambient Air Samples and Noise level monitoring for the year 2018-19 at S.V.P.I. Airport, Ahmedabad.	M/s. Go Green Mechanisms Pvt. Ltd.	AMC	12.16	4.86	01/01/2019	31/12/2019	31/12/2019

Additional works already awarded:

Sl. No.	Name of Work/Scheme	Contractor Name/ Address	Estimated Cost or Work	Awarded Value (in Lakhs)	Date of Start	Stipuilated date of Completion	Likely Physical progress up till 30th June 2019 (in % age)	Likely Financial Progress up till 30th June 2019
1	Renovation of toilets in T-1 (New Name: Modification and renovation of toilets in Ter-1 at SVPI Airport, Ahmedabad. (Civil Work)	M/s K. B. Patel Procon Pvt. Ltd. B/165, Sakar-7, Nr. Nehru Bridge Corner, Ashram Road, Ahmedabad-380007.	382.60	221.48	16.03.2018	15.03.2019	100%	250.00
2	Construction of Domestic Apron including link Taxi Track, extension of International Apron, Turning Pad at Runway 23, Construction of balance primeter road and allied works (Civil & Electrical) at S.V.P.I. Airport, Ahmedabad (Civil & Electrical)	M/s M. S. Khurana Engineering Ltd., (Enginners & Infrastructure Developers), 2nd Floor, "MSK" Passport Office to Panjrapole Road, Ambawadi, Ahmedabad - 380015 Gujarat, India	6363.00	4572.99	07.04.2018	06.12.2019	60%	1500.00
3	Relocation of Localizer and Glidepath Building at S.V.P.I. airport, Ahmedabad.	M/s. Saumya Construction, "Shantikunj" 2nd Floor, Near Dhanlaxmi Comples, Opp. Thakkar Nagar BRTS Bus Stand, N.H. 8, Thakkarnagar, Ahmedabad - 382350	187.57	144.89	18.02.2018	17.08.2018 30.11.2018	100%	200.00

2. Electrical Contracts

SL. NO.	NAME OF WORK	AGENCY	AWARD VALUE (Lakhs)	DATE OF START	STIPULATED DATE OF COMPLETION
1	O&M of 700 KWp rooftop solar power plant at T-1.	M/s. HEC Infra Projects Ltd., Ahmedabad	41.30	08.12.16	07.12.18
2	CMC of Conveyor Systems of T - 2	M/s. India Aviation Consulting & Support LLP, New Delhi	43.60	01.10.17	30.09.18
3	Maintenance of Central AC Plant of T - 1 Bldg.	M/s Supertech Engineers, New Delhi	97.48	01.11.17	15.11.18
4	Repairing and annual maintenance contract of sliding doors of T-2 at SVPI Airport, Ahmedabad	M/s. Dorma India Pvt. Ltd. Ahmedabad	8.12	15.11.17	28.12.18
5	Supply of Electrical Spares for Maintenance at Ahmedabad Airport (2017-18)	M/s. Taral Electricals, Ahmedabad	40.97	27.11.17	26.11.18
6	Maintenance of fire fighting system of T-1 & fire alarm system of Nav-Aids	M/s Centre-Tap Engg, Ahd	5.02	01.01.18	31.12.18
7	Supply of GLF spares	M/s Electromach Sales Agency, Dehradun	15.90	04.02.18	03.02.19
8	Maintenance of Greaves Make DG Set at Ahmedabad Airport.	M/s. Ravi Rashmi Enery Make Ltd.	5.01	06.01.18	05.01.19
9	Annual Maintenance Contract for 1500 KVA MTU make DG set in substation (T-2) at S.V.P.I. Airport, Ahmedabad.	M/s Sterling & Wilson Powergen Pvt. Ltd., Mumbai	1.17	01.01.18	31.12.18
10	AMC of Analog addressable fire alarm, detection and fire fighting system for T-2 & ITL (Year 2017-18)	M/s Centre-Tap Engg, Ahd	18.6	01.01.18	31.12.18
11	Annual Rewinding Repairing of Pumps, Motors of T-2 & it's associated Area at SVPI Airport, Ahmedabad.	M/s. S M Electric Works, Ahd	4.21	18.01.18	17.01.19
12	Operation & Maintenance of E&M Installations of Terminal Building, Sub-Station, Pump House, ITL and External area of Terminal - 2 (Year 2018-19).	M/s. Abhishek Assosiates Ahmedabad	157.62	01.04.18	31.03.19
13	Operation & Maintenance of E&M Installations of Terminal Building, Sub-Station, Pump House, and External area of Terminal - 1 (Year 2018-19).	M/s. S. N. Electricals, New Delhi	178.88	01.05.18	30.04.19
14	Operation & Maintenance of E&M Installations of Operational Area,T-3, T-4, Colony (Year 2018-19).	M/s. S. N. Electricals, New Delhi	193.03	01.05.18	30.04.19
15	Cleaning & Upkeeping contract for Internal & External water bodies of Terminal Building & Car Park Area of T-2 (Year 2018-19)	M/s. S M Electric Works, Ahd	5.4	01.05.18	30.04.19
16	Maintenance of Split AC unit & water coolers at Ahmedabad Airport. (2018-19)	M/s. Zamzam Refrigeration & Air Conditioning, Jabalpur	25.18	01.05.18	30.04.19
17	Annual Comprehensive Maintenance of Micro Processor Based Addressable Fire Alarm System & Other Miscellaneous Works of Terminal-1 Building at SVPI Airport, Ahmedabad.	M/s Centre-Tap Engg, Ahd	14.95	01.06.18	31.05.19
18	Maint. of Pumps, Motors & Fans etc.	M/s.S. M. Elecric Works, Ahnedabad.	8.46	01.07.18	30.06.19

19	Servicing, Testing and Calibration of 11 KV VCB, Relays, Filtration of Transformer oil and other Electrical Works for T-2 of SVPI Airport, Ahmedabad (Year-2018-19).	M/s. Shree Sai Electrical & Instrumentation, Surat	14.99	22.07.18	21.11.18

S. NO.	NAME OF WORK	AGENCY	AWARD VALUE (Lakhs)	DATE OF START	STIPULATED DATE OF COMPLETION
20	Operation & AICMC of PBBs & VDGS	M/s Three D Integrated Solutions Ltd.	90.71	01.11.16	31.10.19
21	Maintenance of Inclined Conveyor Belt of T - 1 Arrival	M/s Vanderlande Industries, Pune	35.89	01.12.16	30.11.19
22	Maint. of Water Purifier System	M/s Manish Electrical, Gwalior	19.17	01.01.17	31.12.19
23	Comprehensive Maintenance Contract of Elevator, Escalator & Travellator of T - 2 & ITL at Ahmedabad Airport.	M/s. Thyssen krupp Elevator (I) Pvt. Ltd. Pune	351.61	01.09.17	31.08.22
24	Maintenance of Various Capacity UPS at Terminal-2 (2018-19)	M/s. Eaton Power Quality Pvt. Ltd., New Delhi	11.11	01.05.18	30.04.20
25	Maintenance of RADAR AC Plant at S.V.P.I. Airport, Ahmedabad.	M/s. Zamzam Refrigeration & Air Conditioning, Jabalpur	32.76	01.05.18	30.04.21
26	Annual Maintenance Contract for Oasis make drinking water fountains installed at T-2	M/s. Oasis WFS(P) Ltd, New Delhi	6.20	10.06.18	09.06.20
27	Maintenance of lift of ATS building	M/s Techno Industries Ltd., Ahmedabad	1.97	01.07.18	30.06.21
28	Maintenance of VRF AC system in AAI Admin Building	M/s. Airtech Engineers, Aurangabad.	14.76	01.07.18	30.06.20
29	Maintenance of Escalators and Elevators of T - 1 Arrival	M/s Thyssen Krupp Ele. (I) Pvt. Ltd. Ahmedabad.	22.79	01.06.18	31.05.23
30	Maintenance of In - Line X - Ray Baggage System of T - 1 Dep.	M/s Vanderlande Industries, Pune	247.26	01.07.18	30.06.21
31	Maintenance of 140 KVA UPS for Airfield Lighting System	M/s Power One Micro System Pvt. Ltd., Bangalore	2.98	27.07.18	26.07.21
32	Comprehensive Maintenance Contract (CMC) of Otis make Escalators of T-1 Building for 5 years at S.V.P.I Airport Ahmedabad.	M/s Otis Elevator Company (I) Ltd, Ahmedabad	31.63	01.09.18	31.08.23
33	Comprehensive Maintenance Contract of Omega make lift & Escalator at SVPI Airport, Ahmedabad.	M/s Omega Elevators, New Delhi	11.05	01.08.18	31.07.23
34	Annual Maintenance Contract for Cummins make DG sets installed at Western Region Airports under Project UTKARSH. SH:- DG Sets of SVPI Airport Ahmedabad	M/s. Cummins India Limited (DBU), Pune	34.49	01.09.18	31.08.21
35	CMC of 2x 15 KVA APS make UPS at SVPI Aiport Ahmedabad	M/s Power Solution, Ahmedabad	0.64	01.10.18	30.09.19
36	Maintenance of Elevators of T - 1 Departure	M/s Kone Elevator (I) Pvt. Ltd., Ahmedabad	2.28	01.09.18	31.08.19
37	Annual Maintenance contract for Greaves Cotton make DG sets installed at western Region Airports under project "UTKARSH"	M/s Greaves Cotton Ltd., Pune	22.46	01.01.19	31.12.21
38	Annual Maintenance contract for Kirloskar make DG sets installed at western Region Airports under project "UTKARSH"	M/s Kirloskar Oil Engines Limited, Pune	7.45	01.12.18	30.11.21
39	Operation & CMC of HVAC System of T-2 and ITL at SVPI Airport, Ahmedabad (Year 2018-20)	M/s. Airon Corporation, Vadodara	186.98	01.10.18	30.09.20

40	Operation & Annual Comprehensive Maintenance of Central AC plant of Terminal - 1 Building at SVPI Airport, Ahmedabad (2018-19).	M/s. Airon Corporation, Vadodara	85.59	16.11.18	15.11.19

S. NO.	NAME OF WORK	AGENCY	AWARD VALUE (Lakhs)	DATE OF START	STIPULATED DATE OF COMPLETION
41	SITC of Design based Rooftop Solar Photo Voltaic Power Plant for T-2 at SVPI Airport, Ahmedabad. SH:- O&M of 700 KWp Solar Plant at T-2	M/s. Prozeal Infra Engineering Pvt. Ltd., Ahmedabad.	10.00	06.09.18	05.09.23
42	Operation & AICMC of ADELTE make PBBs & VDGS SH : Ahmedabad Airport	M/s ADELTE Airport technology, S.L.U., Spain / M/s Three D Integrated Solutions Ltd.	165.91	15.03.18	14.03.23

List of capital work-in-progress/ works already awarded –

Sl. No.	Name of Work/Scheme	Contractor Name/ Address	Estimated Cost or Work	Awarded Value (in Lakhs)	Date of Start	Stipuilated date of Completion	Likely Physical progress up till 30th June 2019 (in % age)	Likely Financial Progress up till 30th June 2019
1.00	Integration & upgradation of Arrival & departure AC Plant of Terminal -1	M/s Zamil Air Conditioners India Pvt. Ltd., A-403, 4th Floor, Safal Pegasus, 100 ft Road, Ahmedabad-380015	234.05	199.81	01.04.18	30.11.18	100%	199.81
2.00	Modification of existing Departure Baggage handling system to accommodate CTX based ILBS system at International Terminal, Ahmedabad Airport. SH: Supply of Baggage Handling System. (FOB portion)	M/s. Pteris Global Limited, Singapore	SGD 12,04,914	602.46	24.06.18	15.02.19	100%	602.46
3.00	Modification of existing Departure Baggage handiling system to accommodate CTX based ILBS system at International Terminal, Ahmedabad Airport. SH: Installtion, Testing and Commissioning of Baggage Handling System. (INR portion)	M/s. Three D Integrated Solution Ltd., 1109, Tower A-1, Spaze itech park, Sector-49, Sohna Road, Gurgaon-122002	122.36	122.36	24.06.18	15.02.19	100%	122.36
4.00	Modification of existing Departure Baggage Handling System to accommodate CTX based ILBS system at Ahmedabad Airport (Domestic Terminal)	M/s Vandelande, Industries Pvt Ltd, Unit 702, Pentagon P-4, Magarpatta city, Hadapsar, Pune-411028	191.43	191.43	10.06.18	20.01.19	100%	191.43
5.00	Renovation of toilets in T-1 at SVPI Airport, Ahmedabad, (Electrical works)	M/s Taral Electricals, 212 Binani Complex, Baranpura, Opp. Torrent Power Office, Naranpura, Ahmedabad	64.62	59.38	30.07.18	30.6.19	100%	59.38
6.00	Improvement of lighting/energy saving by replacement of conventional light fitting with LED fitting.	M/s Energy Efficiency Services Limited. 4th Floor, Sewa Bhawan, R.K. Puram, New Delhi.	144.71	144.71	23.07.18	22.11.18	100%	144.71

7.00	Installation of DVOR/ILS equipments under replacement plan at Ahmedabad Airport. SH 2: Electrical works for ILS shifting.	M/s Yash Energy Pvt. Ltd. 408, Hash Bisuness Centre, Near Ankur School Fatehpura, Paldi, Ahmedabad- 380007	40.84	34.57	15.06.18	12.12.18	100%	34.57
8.00	Miscellaneous Electrical Works in SVPI airport, Ahmedabad (2018-19) SH: Internal & External Electrical Works	M/s Shree Sai Electricals and Instrumentation, Shop no.2, 3rd Floor, Time Squre Building, Adajah, Surat - 395009	16.64	14.21	26.10.18	25.07.19	100%	14.21
			Total	6308.29				

The existing leases at the Airport are indicated as follows:

Sr. No.	Name of Agency	Area (M^2)	Purpose	Agreement Period	Validity Period / date of BG / FD / SD	Amount of BG/FD/SD (In Rs.)	Total Dues (In Rs.)	Remarks
1	M/s. I O C L	3716	AFS	01.11.1975 to 31.10.1986	BG not available	-	NIL	Action for Umbrella Argmt. is in process. Licence fee already paid.
2	M/s. B P C L	5000	AFS	21.03.1994 to 20.03.1999	BG not available	-	NIL	
3	M/s. R I L	3160	AFS	03.02.2006 to 31.03.2015	03.02.2019 23.11.2019	23,77,507 25,04,114	NIL	
4	M/s. Torrent Power Ltd.	10000	Sub Station	01.06.2004 to 31.05.2034	BG not available	-	NIL	Licence fee already paid.
5	M/s. Ahmedabad Aviation Aeronautics Ltd.	600	Flying Club	09.02.1994 to 08.02.1999	BG not available	-	NIL	Licence fee already paid.
6	GUJSAIL (GoG)	6400	GoG Hanger	09.01.2007 to 08.01.2017	BG not available	-	-	Agreement yet to be signed.
7	METEROLOGICAL DEPT.	33604	MET Sevices	-	BG not available	-	-	Licence fee not paying at station.

Note: Land allotted to GSECL & GAICL (for the purpose of cargo operations) comes under AAICLAS.

SCHEDULE U

LIST OF WORKS PROPOSED BY THE AUTHORITY

In case of composite work / project for which AA&ES has already been sanctioned but, the some of the packages are yet to be awarded

Rs. In Lakhs

Sr. No.	Name of the main project/Scheme	Total A/A & E/S Value	Name of the sub-package / work under sanctioned project, et to be taken up	Estimated value of work/ sub-package	Status of Tender invitation	Likely date of award of work	Likely completion period of work	Remarks
1	Construction of New Control Tower cum Technical Block and staff canteen i.c. electrical works at C.A. Ahmedabad	16647.00	-	16647.00	Tenders to be invited	30.06.2019	18 Months	A/A & E/S amounting to Rs. 166.47 Cr. accorded by AAI Board on 20.06.2018.
2	Extension of existing parallel taxi-track towards 23 end of runway. (Construction of part parallel taxi along with angular Taxiway at S.V.P.I. Airport, Ahmedabad. (Civil + Electrical))	11827.00		11827.00	Tenders to be invited	30.04.2018	18 Months	A/A & E/S accorded on 30.10.2018 by AAI Board.
3	Composite rate contract for minor capital works in Residential area including CISF barracks at SVPI Airport, Ahmedabad (2018-19).	150.00	-	150.00	Bid received Work to be awarded	28-11-2018	30.06.2019	Bid received Work to be awarded
4	Provision of Immigration counters for Terminal-2 at S.V.P.I. Airport, Ahmedabad.	23.90	-	23.90	Bid received Work to be awarded	15-12-2018	-	Bid received. Work to be awarded
5	Composite rate contract for minor capital works in Operational area and Terminal buildings at SVPI Airport, Ahmedabad (2018-19).	350.00	-	-	-	-	-	Planning Stage
6	Shifting of GAGAN INRES Building at S.V.P.I. Airport, Ahmedabad. (Civil Works.)	23.28	-	103.81 (CIVIL & ELECTRICAL)	To be invited	01-03-2019	31-08-2019	T/S Stage

A 3 **List of works that are in planning stage and the works can be deferred and AA&ES not issued**

Rs. In Lakhs

S.No	Name of work/ scheme planned	Line Estimate (Cost) of work	Status of obtaining AA & ES	Whether the work is essential for operational requirement	If so, the Date of commencement to be specified for meeting operational requirement	Completion Period to be specified for the work
1	Construction of New Domestic Terminal Building	131900.00	Planning Stage	-	-	-

4 **List of other works/ projects for which AA&ES has already been sanctioned but, the work is not yet awarded**

Rs. In Lakhs

Sr. No.	Name of project / Scheme	Total A/A & E/S Value	Status of detailed estimate/ technical sanction	Probable date of inviting tender	Likely date of award of work	Likely date of completion	Remarks (Reasons for not inviting tender yet.)
1	Construction of New Control Tower cum Technical Block and staff canteen i.c. electrical works at C.A. Ahmedabad	16647.00	-	-	-	-	A/A & E/S amounting to Rs. 166.47 Cr. accorded by AAI Board on 20.06.2018.
2	Composite rate contract for minor capital works in Residential area including CISF barracks at SVPI Airport, Ahmedabad (2018-19).	150.00	Dt. 29/06/2018 Rs. 155.00 lacs	Tender process completed	30.11.2018	31.12.2019	Work yet to be awarded
3	Extension of existing parallel taxi-track towards 23 end of runway. (Construction of part parallel taxi along with angular Taxiway at S.V.P.I. Airport, Ahmedabad. (Civil + Electrical))	11827.00	-	-	-	-	A/A & E/S amounting to Rs. 118.27 Cr. accorded by AAI Board on 30.10.2018.

'5 **List of works that are in planning stage and the works cannot be deferred for operational reasons, but AA&ES not issued**

Rs. In Lakhs

S.No	Name of work/ scheme planned	Line Estimate (Cost) of work	Status of obtaining AA & ES	Whether the work is essential for operational requirement	If so, the Date of commencement to be specified for meeting operational requirement	Completion Period to be specified for the work
1	Proposed modification in Domestic T-1 at Ahmedabad Airport (Civil & Elect works)	9037.35	Planning Stage	Yes	-	-
2	Composite rate contract for minor capital works in Operational area and Terminal buildings at SVPI Airport, Ahmedabad (2018-19).	350.00	Planning Stage	Yes	-	-
3	Construction of cargo and courier terminal by demolishing old International Terminal T-3 (For construction of New Domestic terminal Building)	5000.00	Planning Stage	Yes	-	-

Indicative CAPEX to be listed out based on available land with AAI:

Sl. No.	Name of Work/ Scheme	Trigger Point	Date of Start	Date of completion	Remarks
1	Construction of New Control Tower Cum Technical Block and staff canteen i.e. electrical works at C.A. Ahmedabad	Immediate	30.06.2019	31.12.2020	Est cost Rs. 166.50 Cr.
2	Extension of existing parallel taxi-track towards 23 end of runway. {construction of part parallel taxi along with angular Taxiway at S.V.P.I. Airport, Ahmedabad. (Civil + Electrical)}	Immediate	30.04.2019	31.10.2020	Est cost Rs. 118.3 Cr.
3	Composite rate contract for minor capital works in Residential area including CISF barracks at SVPI Airport, Ahmedabad (2018-19).	Immediate	30.11.2018	30.06.2019	Est cost Rs. 1.50 Cr.
4	Provision of Immigration counters for Terminal-2 at S.V.P.I. Airport, Ahmedabad.	Immediate	15.12.2018	31.03.2019	Est cost Rs. 0.24 Cr.
5	Conmposite rate contract for minor capital works in Operational area and Terminal buildings at SVPI Airport, Ahmedabad (2018-19).	Immediate	30.03.2019	30.09.2019	Est cost Rs. 3.50 Cr.
6	Shifting of GAGAN INRES Building at S.V.P.I. Airport, Ahmedabad. (Civil Workds).	Immediate	01.03.2019	31.08.2019	Est cost Rs. 1.04 Cr.
7	Construction of New Domestic Terminal Building	Immediate	31.12.2019	30.06.2022	Est cost Rs. 1319.0 Cr.
8	Proposed modification in Domestic T-1 at Ahmedabad Airport (Civil & Electric Works)	Immediate	31.10.2019	30.04.2021	Est cost Rs. 90.40 Cr.
9	Construction of cargo and courier terminal by demolishing old International Terminal T-3 (For construction of New Domestic Terminal Building)	Immediate	30.09.2019	31.05.2020	Est cost Rs. 50.00 Cr.

SCHEDULE V

SAMPLE DEED OF NOVATION[$]

This deed of novation is made on this [_____] day of [_____] month, [_____] (hereinafter referred to as "**Novation Deed**"), by and between:

1. **Airports Authority of India**, a body corporate constituted by the central government under the Airports Authority of India Act, 1994 and having its corporate office at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi, 110003, India, (hereinafter referred to as the "**Authority**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns);

2. [_____], a company incorporated under the provisions of the Companies Act, 2013, having corporate identification number [_____] and its registered office at [_____] (hereinafter referred to as the "Concessionaire", which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes); and

3. [_____], a [*insert nature of entity*] [incorporated/ registered] under the [*insert legislation*], with its registered office at [_____] (hereinafter referred to as **"Counterparty"** which expression shall include its successors).

"**Authority**", "**Concessionaire**" and the "**Counterparty**" are individually referred to as **"Party"** and collectively as **"Parties"**.

Whereas:

A. The Authority and Counterparty had entered into an agreement dated [_____], a copy of which is attached to this Novation Deed as **Appendix A** (hereinafter referred to as "**Novated Agreement**");

B. The Authority has entered into a concession agreement dated [_____] with the Concessionaire ("**Concession Agreement**") for the operations, development and management of [*Insert name of airport*] located at [*insert name of city where airport is located*] in the State of [*insert name of state where airport is located*];

C. The Concession Agreement, *inter alia*, provides for the novation of certain contracts of the Authority in favour of the Concessionaire, including the Novated Agreement;

D. The Authority wishes to novate the Novated Agreement by novating all its rights and obligations thereunder in favour of the Concessionaire; and

E. The Counterparty agrees to such novation on the terms and conditions stated in this Novation Deed.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Novation Deed, the Parties hereby agree as follows:

1. On the COD (as defined in the Concession Agreement), the Novated Agreement shall stand novated such that:

   (a) The Authority shall be replaced by the Concessionaire;

   (b) The Counterparty shall henceforth enforce its rights against and perform its obligations for the benefit of the Concessionaire in place of the Authority under the Novated Agreement; and

[$] This deed is for reference purposes only and may be amended on a case to case basis as may be required.

Adani Ahmedabad International Airport Ltd
AIRPORTS AUTHORITY OF INDIA

(c) The Concessionaire shall henceforth acquire all the rights and obligations of the Authority under the Novated Agreement.

2. As between the Concessionaire and the Counterparty, the Novated Agreement shall remain in force on the same terms and conditions as before, save for the novation as set out in Clause 1.

3. The Counterparty consents to such novation and waives any prohibition, restriction or conditions in the Novated Agreement against novation thereof by the Authority to the Concessionaire.

4. As between the Authority and the Concessionaire, but without prejudice to the rights of the Counterparty, the Concession Agreement shall be binding, and in case of any conflict between the Concession Agreement and the Novation Deed, the Concession Agreement shall prevail.

5. Any dispute arising under this Novation Deed shall be referred to arbitration in accordance with provisions of the Arbitration and Conciliation Act, 1996, by an arbitral tribunal comprising 3 (three) arbitrators, 1 (one) each to be appointed by the claimants collectively and the respondents collectively and the third to be appointed by the 2 (two) arbitrators so appointed. The place of such arbitration shall be New Delhi and the language of the arbitration proceedings shall be English.

6. Subject to Clause 5, the courts in New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Novation Deed.

In witness whereof, the Parties hereto have set their hands and seal on the day, month and year written above:

For and on Behalf of the Authority:
[•]

For and on Behalf of the Concessionaire:

[•]

For and on behalf of the Counterparty:
[•]

Appendix A

[*To attach copy of relevant Novated Agreement*]