

Consultation Paper No.06/2011-12



Airports Economic Regulatory Authority of India

**Multi Year Tariff Proposal for 1st Control Period
submitted By Indian Oil Skytanking Limited for
IntoPlane services provided at Bangalore
International Airport, Bengaluru**

New Delhi: 7th June, 2011

**AERA Building
Administrative Complex
Safdarjung Airport
New Delhi – 110 003**

M/s. Indian Oil Sky Tanking Ltd. (IOSL), have vide their application dated 10.03.2011, submitted their Multi Year Tariff Proposal (MYTP) for the first control period of 5 years commencing from 01.04.2011 for Into Plane Service (ITP) at Bangalore International Airport, Bengaluru. Further, vide their letters dated 14.03.2011 and 15.03.2011, IOSL have submitted additional clarifications. IOSL have also submitted the Annual Tariff Proposal (ATP) for the 1st year of the Control period, i.e., 2011-12 along with the MYTP and in addition, have separately made an application, vide letter No.AV/TSD/BIAL-ITP dated 21.02.2011, for the approval of the 5% revision in tariff w.e.f 01.06.2010 upto 31.05.2011, for ITP services at Bangalore International Airport, Bengaluru.

2.1 IOSL have sought approval for the tariff for ITP services for the control period based on a **“light touch approach”** as specified in Chapter V of the Airports Economic Regulatory Authority of India (Terms and Conditions for Determination of Tariff for Services Provided for Cargo Facility, Ground Handling, and Supply of Fuel to the Aircraft) Guidelines, 2011 (the Guidelines).

2.2 As stipulated in the Guidelines, the Authority shall follow a three stage process for determining its approach to the regulation of a regulated service –

- (i) Materiality Assessment;
- (ii) Competition Assessment;
- (iii) Assessment of reasonableness of the User Agreements between the service providers and the users of the regulated services.

2.3 The materiality index with respect to services provided for supplying fuel to aircraft at Bangalore airport, based on the information furnished by the airport for the year 2009-10 is 8.07% which is more than 5% materiality index fixed, as per Clause 4.2 of the Guidelines, for assessing the materiality of the subject regulated service. Hence the service is deemed “material”.

2.4 The Guidelines (Clause 5.1) also provide that where a Regulated Service is being provided at a major airport by two or more Service Provider(s), it shall be deemed “competitive” at that airport and if such service is provided by less than two Service Provider(s), it shall be deemed “not competitive”. Further, the Authority may in its discretion consider such other additional evidence regarding reasonableness of competition, as it may deem fit and the determination of number of Service Provider(s) at a major airport shall include the Airport Operator, if the Airport Operator is also providing Regulated Service(s) at that major airport.

2.5 As per the information made available to the Authority, the **ITP services at Bangalore International Airport, Bengaluru are being provided by M/s IOSL as well as M/s. Bharat Star Services Private Ltd (BSSPL). Since the service is provided by two or more Service Provider(s), the service is deemed to be “competitive”.**

2.6 As per the Guidelines, based on the assessment of materiality and competition, when such regulated service is deemed ‘material but competitive’, the Authority shall determine tariff(s) for the service provider(s) based on a light touch approach. **The regulated service being provided by IOSL at Bangalore International Airport, Bangalore is ‘material but competitive’ and the tariff determination, in such a case, is to be made in a light touch approach, as per procedure specified in Chapter V of the Guidelines.**

2.7 IOSL have submitted that information furnished by them is sensitive to their business. Hence, they have requested that the agreements entered into between them and Bangalore International Airport Limited (BIAL), and other financials should not be uploaded or made public. In their additional submissions, vide letter no.AV/TSD/BIAL-ITP dated 18.05.2011, have specifically requested that the following information may not be uploaded:

- (i) Calculation of proposed Aggregate Revenue Requirement (ARR) and historical ARR
- (ii) Copy of Tender document
- (iii) Agreement between IOSL and BIAL

- (iv) Enclosure pertaining to sanction of foreign currency term loan and credit facilities
- (v) Financial Information in Form F2-historical and projected Balance Sheet; Form F3-historical and projected P&L account; Form F 4-historical and projected cash flow statement;
- (vi) Documents supporting estimate of operating costs.

However, IOSL have vide an email dated 06.06.2011 stated that IOSL is agreeable to maintain the same clauses pertaining to confidentiality of the documents submitted similar to their proposal of ITP service fee at IGI Airport New Delhi (**Annexure-I**). A copy of letter No. AV/TSD/BIAL-ITP dated 14.3.2011 received by the Authority from IOSL in respect of the tariff determination for ITP services provided by them at IGI Airport is at **Annexure –II**.

3.1 It is further observed that BIAL had appointed IOSL and Bharat Star Services Private Limited (BSSPL) to undertake ITP services consisting of fuelling, refuelling of aircraft and refuelling of defueled product into the aircraft. It had come to the notice of the Authority that the existing ITP charges (@Rs.200/KL) were increased by 5%, without previous approval of the Authority with effect from June 2010. No proposal was received from the into plane service providers for any approval/ fixation of these charges.

3.2 The Authority considered the issue in its Nineteenth Meeting (No.13/2010-11) held on 23.09.2010 wherein it decided that BIAL and the ITP service providers BSSPL and IOSL should be immediately apprised of the legal position and requested to submit their comments and explanation in the matter failing which coercive action may have to be contemplated.

3.3 Pursuant thereto IOSL, vide letter dated 21.02.2011, confirmed that based on the **Authority's advice**, the 5% increase effective from June,2010 has been reversed in January,2011 and confirmed billing at the existing rates of Rs.200/KL pending approval of the rates by this Authority.

3.4 Vide their letter No.AV/TSD/BIAL-ITP dated 21.02.2011 (**Annexure-III**), IOSL have submitted for determination of the tariff for ITP services at Bangalore, for the period 01.06.2010 to 31.05.2011 as under:

Period	Price (in Rs/ Kilo litre)				
	Fuelling Aircraft	Defuelling Aircraft		Re-fuelling De-fuelled Product into an Aircraft	
		Within 48 hrs.	Beyond 48 hrs.	Within 48 hrs.	Beyond 48 hrs.
01.06.2010 to 31.03.2011	210	210	252	231	252
01.04.2011 to 31.05.2011	210	210	252	231	252

IOSL have also submitted the ATP for the 1st year of the Control period i.e., 2011-12 along with the MYTP and have sought for approval of the ITP charges with 5% revision i.e Rs.220.50/KL (**Annexure-IV**).

4.1 The Authority, vide its Order No.17/2010-11 dated 31.03.2011, while extending the timeline for submission of MYTP by the ISP(s) up to 30.4.2011 had also decided that in the interim, all ISP(s) may continue to charge the tariffs as prevalent on 01.09.2009 or as may have been approved/determined by this Authority thereafter with effect from 01.04.2011 and up to the date when the new tariffs as may be approved by the Authority became applicable and that this interim arrangement would be subject to the condition that the concerned ISP(s) submit the MYTP latest by 30.04.2011. In case any service provider(s) fails to submit MYTP on or before 30.04.2011, the interim arrangement in respect of such service provider (s) would cease to be effective.

4.2 Further the Authority also noted that IOSL have submitted the MYTP for ITP services at Bangalore International Airport and that IOSL have been providing ITP services at Bangalore airport from 2008 onwards and the charges thereof were also fixed prior to 01.09.2009, i.e., the date when provisions of the Airports Economic Regulatory Authority of India Act, 2008 (the Act) regarding determination of tariff by the Authority were made effective.

4.3 Keeping in view the above position, the Authority felt that the proposals submitted, inter alia, by IOSL in respect of ITP services be immediately taken up for examination. In the interim, the IOSL, was allowed to continue charging the fee/tariff at Bangalore airport as was in existence on 01.09.2009 w.e.f. 01.04.2011 till the tariffs (for the first control period) are decided by the Authority and become applicable.

4.4 Further, in terms of Clause 7.3 & 7.4 of the Guidelines, the Authority shall upon due consideration of the MYTP and stakeholder consultations thereon make a Multi Year Tariff Order (MYTO) for a Control Period. After issuance of the MYTO, the service provider shall submit its ATP. The ATP for the first tariff year of the first control period is required to be submitted within 75 days of the issue of MYTO. As per Clause 11.2, the ATP is required to be submitted in the manner and form provided in AI.8.1 of Appendix I. The proposal is required to be supported by the following:-

- a) Details of consultations with stakeholders
- b) Evidence of User Agreements clearly indicating the Tariff proposal by the service provider and agreed to by the User.

In the instant case, IOSL have submitted the ATP for 2011-12, i.e., the first tariff year of the first control period along with the MYTP itself. The tariffs proposed are supported by the User Agreements.

5. The Authority has carefully considered the proposal submitted by IOSL, in its 41st Meeting held on 07.06.2011, and has decided to make the following proposals for stakeholder consultation:

- (i) The ITP service provided by IOSL at Bangalore International Airport, Bengaluru is **‘material but competitive’**. Hence, the Authority may adopt a **“Light Touch Approach”** for determination of tariff for the 1st Control period w.e.f 01.04.2011.
- (ii) As per agreements between BIAL and IOSL, IOSL was entitled to increase the ITP service fee by 5% w.e.f. 01.06.2010 for a period of 1 year. Another 5% revision has become due w.e.f. 01.06.2011 for a period of **1 year**. **Since in absence of Authority’s approval IOSL** has not been able to charge the aforesaid increase, the ITP fee for the period 01.06.2010 to 31.05.2011 and for the period 01.06.2011 to 31.03.2012, as a special case, may also be approved at this stage itself, as per rates below:

Period	Price (in Rs/ Kilo litre)				
	Fuelling Aircraft	Defuelling Aircraft		Re-fuelling De-fuelled Product into an Aircraft	
		Within 48 hrs.	Beyond 48 hrs.	Within 48 hrs.	Beyond 48 hrs.
01.06.2010 to 31.03.2011	210	210	252	231	252
01.04.2011 to 31.05.2011	210	210	252	231	252
01.06.2011 to 31.03.2012	220.50	220.50	264.60	242.55	264.60

6. In accordance with the provisions of Section 13(4) of the Act, the proposal contained in para 5 above is hereby put forth for stakeholder consultation. To assist the stakeholders in making their submissions in a meaningful and constructive manner, necessary documents are enclosed (**Annexure V**). For removal of doubts, it is clarified that the contents of this

Consultation Paper may not be construed as any Order or Direction of this Authority. The Authority shall pass an Order, in the matter, only after considering the submissions of the stakeholders in response hereto and by making such decision fully documented and explained in terms of the provisions of the Act.

7. The Authority welcomes written evidence-based feedback, comments and suggestions from stakeholders on the proposal made in para 5 above, **latest by 21.06.2011** at the following address:

Shri Sandeep Prakash
Secretary
Airports Economic Regulatory Authority of India
AERA Building,
Administrative Complex,
Safdarjung Airport,
New Delhi- 110003
Email: sandeep.prakash@era.gov.in, sandeep.moca@nic.in
Tel: 011-24695040
Fax: 011-24695039

Yashwant S. Bhave
Chairperson

ANNEXURE-1

Subject Re : Submission of Multi Year Tariff proposal for determination of Tariff for Into Plane Service Fee by IndianOil Skytanking Limited - ITP Service Provider at BIAL, Bangalore
From T S DUPARE <tsdupare@indianoilskytanking.co.in>
Date Monday, June 6, 2011 14:17
To C V Deepak <cv.deepak@aera.gov.in>
Cc sandeep.prakash@aera.gov.in , Sandeep Prakash <sandeep.moca@nic.in>

To,

Mr C. V. Deepak
OSD-II
Airports Economic Regulatory Authority of India
AERA Building, Administrative Complex
Safdarjung Airport, NEW DELHI – 110 003.

Dear Sir,

This has reference to the telephonic discussions Secretary, AERA had with me on the subject of confidentiality of documents for our proposal for determination of Tariff for Into Plane Service Fee by IndianOil Skytanking Limited – ITP Service Provider at BIAL, Bangalore.

We are agreeable to maintain the same clauses pertaining to confidentiality of the documents submitted similar to our proposal of ITP Service fee at Delhi.

You are kindly requested that the subject MYTP Proposal for ITP Service fee at Bangalore airport may please be approved on an urgent basis.

Regards
TS Dupare
CEO

IndianOil Skytanking Ltd

Fuel Farm Facility, BIAL
Devanahalli , Bangalore
Off. +91- 80-66783202
Fax. +91-80-66783205
Mob. +91-9900027196

IndianOil Skytanking

ISO 9001:2008, ISO 14001:2004 Certified

AV/TSD/DIAL - ITP
14th March 2011

THE SECRETARY
AIRPORTS ECONOMIC REGULATORY AUTHORITY OF INDIA
AERA Building, Administrative Complex
Safdarjung Airport, NEW DELHI – 110 003.

Kind Attn: Shri Sandeep Prakash

“Without Prejudice”

Dear Sir,

Subject: Submission of proposal for determination of Annual Tariff for Into Plane Service Fee by IndianOil Skytanking Limited – ITP Service Provider at IGI Airport, New Delhi

Reference may please be made to our letter of even reference dated 2nd February 2011 on the subject of Into Plane Service at IGI Airport, New Delhi vide which we had submitted our Proposal to you for determination of Annual Tariff for Into Plane Service Fee at IGI Airport, New Delhi.

This also refers to the discussions we had during the Presentation made by us to AERA on 11th March 2011 based on your letter dated 7th March 2011.

As conveyed by you during our discussions, we are submitting all the Financial Formats as required under Multi Year Tariff Proposal (MYTP) for the Annual Tariff Proposal for ITP Services at IGI Airport, New Delhi.

Confidentiality of the documents submitted:

We understand that from a regulatory perspective, it is essential to bring the proposal into public domain in order to determine the tariff, and as such, we do not have any objection to uploading of the tariff proposal determined by us, with reference to the agreements between us and the service providers to the extent of the following:

The following pages of the Into Plane Agent Agreement may be uploaded on your website:

Pages 1 & 2 and Schedule B (Page Nos. 23 or 24) of the said Agreement.

We also request you to kindly ensure confidentiality of our financials which are sensitive to our businesses and request you to upload on your website only the following financial formats submitted by us:

Page 1 of 2

1. Form – F1 (a) – Historical and Proposed Aggregate Revenue Requirement ✓
2. Form – F1 (b) – Competition Assessment ✓
3. Form – F5 – Cost of Equity and Post Tax FROR Forecast ✓
4. Form – F6 – Contributions, Grants and Subsidies Master ✓
5. Form – F7 – Format for identifying Regulatory Asset Base ✓
6. Form – F8 (a) – Format for providing Asset-wise information of stakeholder contributions ✓
7. Form – F8 (b) – Format for providing proposed exclusions from RAB. ✓
8. Form – F10 (a) – Capital Projects Completed before Review of roll-forward of RAB ✓
9. Form – F10(b) – Capital Expenditure Projected Plan- 10 Year Master ✓
10. Form – F10(c) – Year wise Capital Expenditure Financing Plans for next 10 years ✓
11. Form – F10(d) – Summary Statement of Expenses Capitalised ✓
12. Form – F10(e) – Additional Capital Projects Summary ✓
13. Form – F11(a) – Employee Strength ✓
14. Form – F12(a) – Historical and Projected Cargo Volumes in Tonnes – Not applicable to IOSL ✓
15. Form – F12(b) – Historical Aircraft Movements ✓
16. Form – F12(c) – Projected Aircraft Movements ✓
17. Form – F12(d) – Historical and Projected fuel throughput In kilolitres. ✓
18. Form – F13(a) – Historical Tariff(s) and Revenue from Regulated Service. ✓
19. Form – F13(b) – Historical and Projected Revenues from services other than Regulated Services. ✓
20. Form – F14(a) – Annual Tariff Proposal for Tariff Year t – Format for providing Information on EMAY. ✓
21. Form – F14(b) – Annual Tariff Proposal for Tariff Year t – Format for providing Information on Tariff(s) ✓
22. Form – F15 – Annual Compliance Statement ✓
23. Form – F17 – Revenues from Regulated Services recovered during the Tariff Year ✓
24. Form – F18 – Revenue from Services other than Regulated Services recovered during the Tariff Year
25. Form – F21 – RAB Reconciliation Statement.

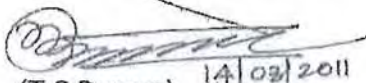
The soft copy of the Formats of Financial Data are sent through email today.

Kindly acknowledge receipt.

In view of the above submissions, you are kindly requested that the Annual Tariff Proposal may please be approved on an urgent basis.

Thanking you,

For Indian Oil Skytanking Limited,


 (T.S. Dupare) 14/03/2011
 Chief Executive Officer

228/Secy/11
22/2/11

AV/TSD/BIAL - ITP
21st February 2011

THE SECRETARY
AIRPORTS ECONOMIC REGULATORY AUTHORITY OF INDIA
AERA Building, Administrative Complex
Safdarjung Airport, NEW DELHI - 110 003.

207/22/2
050/11
W
22/2/11
Kind Attn: Shri Sandeep Prakash

“Without Prejudice”

Dear Sir,

Subject: Submission of proposal for determination of Annual Tariff for Into Plane Service Fee by IndianOil Skytanking Limited – ITP Service Provider at BIAL, Bangalore

Reference may please be made to AERA's letter Reference No. AERA/20015/ITP/2010-11/1242 dated 12th January 2011 on the subject of Into Plane Service at BIAL, Bangalore, requesting us to resubmit proposal in terms of the Authority's published Guidelines.

We are pleased to submit our proposal in line with clause AI.8.2 of AERA guidelines, 2011 as under:

1. Form (B) - **Annexure 1**
2. Form 14 (b) - **Annexure 2**
3. Letter Reference No. AV/TSD/BIAL dated 21st February 2011 - **Annexure 3**. This letter inter alia explains the Materiality Assessment, Competition Assessment and Existence and Reasonability of the User Agreement. The above letter explains the consultations with the stake holders and addressing their concerns.
4. User Agreements - Copies of Into Plane Agent Agreements with:
IndianOil Corporation Ltd - **Annexure 4a**,
Hindustan Petroleum Corporation Ltd - **Annexure 4b** and
Shell MRPL Aviation Fuels and Services Pvt. Ltd - **Annexure 4c**
Reliance Industries Limited – **Annexure 4d**.

The above is in line with the Authority's AERA Guidelines, 2011.

Page 1 of 2

In line with the User Agreements & directions of BIAL, the price chargeable from the Users for the Current year i.e. 2010-11, are fixed as given below:


PRICE (in Rs. / per kilolitre)				
Fuelling Aircraft	De-fuelling Aircraft		Re-fuelling De-fuelled Product into an Aircraft	
	Within 48 hrs.	Beyond 48 hrs.	Within 48 hrs.	Beyond 48 hrs.
From 1 st June 2010 to 31 st March 2011				
210	210	252	231	252
From 1 st April 2011 to 31 st May 2011				
210	210	252	231	252

The above charges shall be escalated every year from 1st June at a rate of 5%.

In view of the above submissions, you are kindly requested that the Tariff Proposal may please be approved on an urgent basis.

Thanking you,

For Indian Oil Skytanking Limited,


(T.S. Dupare) 24.02.11
Chief Executive Officer

FORM B

BEFORE THE AIRPORTS ECONOMIC REGULATORY AUTHORITY OF INDIA
AT NEW DELHI

SUBMISSION OF PROPOSAL FOR DETERMINATION OF ANNUAL TARRIF FOR AND
ON BEHALF OF:

M/s.IndianOil Skytanking Ltd,
Fuel Farm Facility,
Bangalore International Airport,
Devanahalli,
Badngalore 560 300

We, T.S.Dupare & D.Ganesh aged 50 yrs & 48 yrs, residents of Bangalore acting in our official capacity as Chief Executive Officer (CEO) and Chief Financial Officer & Company Secretary (CFO & CS) in M/s. IndianOil Skytanking Ltd, having its registered office at Fuel Farm Facility, Bangalore International Airport, Devanahalli, Bangalore 560 300 do hereby state and affirm as under:

1. That we are duly authorized to act for and on behalf of M/s. **IndianOil Skytanking Ltd** in the matter of making this submission before the Airports Economic Regulation Authority of India, New Delhi ('the Authority');
2. We are competent to make this submission before the Authority;
3. We are making this submission in our official capacity and the facts stated herein are based on official records;
4. The contents of the Annual Tariff Proposal submission which include inter alia
 - (i) ~~Estimated Maximum Allowed Yield per Unit and the proposed detailed break – up of Tariff(s) (in context to Estimated Maximum Allowed Yield per Unit where determined by the Authority) where the Authority has specified a price cap approach for the duration of the Control Period, pursuant to Clause 3.2;~~

OR

Proposed detailed break – up of Tariff(s) based on Clause 11.2 where the Authority has specified a light touch approach for the duration of the Control Period, pursuant to Clauses 3.2 (~~strikeout whichever is not applicable~~); and

- (ii) Justifications, are correct and true to our knowledge and belief and nothing material has been concealed there from.



(T.S.DUPARE)

CHIEF EXECUTIVE OFFICER



(D.GANESH)

CFO & CS

Place: Bangalore

Date: 21st February 2011

IndianOil Skytanking Limited

Bangalore-Into Plane Services

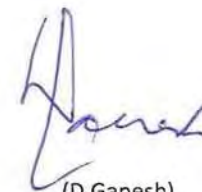
Form F14 (b): Annual Tariff Proposal for Tariff Year t - Format for providing information on Tariff(s) (ref: Section A1.7 of Appendix I)				
Tariff Heading	Conditions of Tariff	Applicable Discount/Surcharge	Estimated units	Estimated Revenues in Rs.
	e.g. Tariff per flight weight	e.g. Discount if paid within 15 days	Volume in KL	Tariff* Estimated units
Tariff - ITP Service Fees	Rs. 210 per kilo litre for the period 01-06-2010 to 31-03-2011	Nil	238,504.126	50,085,866.46
	Rs. 210 per kilo litre for the period 01-04-2011 to 31-05-2011	Nil	47,700.825	10,017,173.25
Total			286,204.951	60,103,039.71

Note:

Please note that the existing ITP Service Fees upto 31.05.10 was Rs. 200 per KL and the same was escalated w.e.f. 01.06.2010 @ 5% which becomes Rs. 210.00 per KL (exclusive of service tax).



(T S Dupare)
21.02.11
Chief Executive Officer



(D Ganesh)
CFO & CS

FORM A


BEFORE THE AIRPORTS ECONOMIC REGULATORY AUTHORITY OF INDIA
AT NEW DELHI

SUBMISSION OF MULTI YEAR TARIFF PROPOSAL FOR AND ON BEHALF OF:

M/s.IndianOil Skytanking Ltd,
Fuel Farm Facility,
Bangalore International Airport,
Devanahalli,
Badngalore 560 300

We, T.S.Dupare & D.Ganesh aged 50 yrs & 48 yrs, residents of Bangalore acting in our official capacity as Chief Executive Officer (CEO) and Chief Financial Officer & Company Secretary (CFO & CS) in M/s. IndianOil Skytanking Ltd, having its registered office at Fuel Farm Facility, Bangalore International Airport, Devanahalli, Bangalore 560 300 do hereby state and affirm as under:

1. That we are duly authorized to act for and on behalf of M/s. IndianOil Skytanking Ltd in the matter of making this submission before the Airports Economic Regulation Authority of India, New Delhi ('the Authority');
2. We are competent to make this submission before the Authority;
3. We are making this submission in our official capacity and the facts stated herein are based on official records;
4. The contents of this submission which include inter alia
 - i) Business Plan
 - ii) Information relating to the Regulatory Building Blocks
 - iii) Competition Assessment
 - iv) Historical and Forecasted Volumes; and
 - v) Historical Revenues, are correct and true to our knowledge and belief and nothing material has been concealed there from.



(T.S.DUPARE)

CHIEF EXECUTIVE OFFICER



(D.GANESH)

CFO & CS

Place: Bangalore

Date: 10th March 2011

IndianOil Skytanking Limited
Bangalore- Into Plane Services

Figs in Rs.

Form F15: Annual Compliance Statement (ref: Section A1.9 of Appendix I)

S.N	Particulars	Actuals for the Tariff Year under consideration- 2011-12
1	Yield Per unit	221.52
	Actual WPI during the year	0%
2	Actual Maximum Allowed Yield per unit	221.52
	Security Operating Cost Correction term	
	Other Mandated Operating Cost Correction term	
	Statutory Cost Operating Correction term	
	Forecast Error Correction term	
	Recovery Error Correction term	
3	Actual Yield per unit	220.50
	Revenues subject to yield cap	56,889,998.53
	Volumes	258,004.53
4	Over recovery of allowed yield-Error Correction	

✓

IndianOil Skytanking Limited
Bangalore- Into Plane Services

Form F14(a): Annual Tariff Proposal for Tariff Year t- Format for providing information on EMAY (ref: Section A1.6 of Appendix)

S.N	Particulars	For Tariff Year 2011-12
1	Yield per unit	221.52
2	Error Correction term (from year t-2)	
3	Estimated Maximum Allowed Yield (EMAY)	221.52

IndianOil Skytanking Limited
Bangalore- Into Plane Services

Form F14 (b) - Annual Tariff Proposal for Tariff Year 1 - Format for providing information on Tariff(s) (ref. Section A1.8 of Appendix I)

Tariff Heading	Conditions of Tariff	Applicable Discount/Surcharge	Estimated units	Estimated Revenues-Rs.
<i>Tariff -Aviation Fuel</i>	Tariff per kilo litre		258,004.53	57,153,245.58
<i>Tariff 2</i>				
<i>Tariff 3</i>				
...				
Total			258,004.53	57,153,245.58

* The Service Provider must demonstrate that the Tariff(s) as proposed will ultimately result in a revenue equal to or less than ARR or EMAY, as the case may be
 # Fields in italics are indicative only

IndianOil Skytanking

ISO 9001:2008, ISO 14001:2004 Certified

AV/TSD/BIAL - ITP
10th March 2011

**THE SECRETARY
AIRPORTS ECONOMIC REGULATORY AUTHORITY OF INDIA
AERA Building, Administrative Complex
Safdarjung Airport, NEW DELHI – 110 003.**

Kind Attn: Shri Sandeep Prakash

“Without Prejudice”

Dear Sir,

Subject: Submission of Multi Year Tariff Proposal for determination of Tariff for Into Plane Service Fee by IndianOil Skytanking Limited – ITP Service Provider at BIAL, Bangalore

Reference may please be made to AERA's letter Reference No. AERA/20019/CGF-G/2010-11/Vol. II/1645 dated 21st February 2011 on the subject requesting us to submit Multi Year Tariff Proposal in terms of the Authority's published Guidelines.

We are pleased to submit our proposal in line with AERA guidelines, 2011 as under:

1. Form (A)
2. Various Forms as per AERA Guidelines contained in Page Nos.1 to 40 (as mentioned in Check List)
3. User Agreements - Copies of Into Plane Agent Agreements with:
IndianOil Corporation Ltd
Hindustan Petroleum Corporation Ltd
Shell MRPL Aviation Fuels and Services Pvt. Ltd
Reliance Industries Limited

The above is in line with the Authority's AERA Guidelines, 2011.

In terms of the AERA guidelines, our services fall under "Material and Competitive" category and further we are having valid agreements with the Suppliers i.e. with the users of our services. The Materiality Assessment and Competition Assessment have been arrived at as under:

Page 1 of 4

1. **Materiality Assessment :**

Materiality Index (MI_F)

$$\begin{aligned} &= \text{Fuel throughput in Kiloliter at Bangalore Airport / Total Fuel Throughput} \\ &\quad \text{in Kilolitres at major Airports X 100} \\ &= 397655 \text{ KL} / 4926539 \text{ KL X 100} \\ &= 08.07 \% \end{aligned}$$

The MI_F is more than 5% and hence the service is deemed as "**Material**".

2. **Competition Assessment:** At Bangalore Airport, there are two Into Plane Service Providers selected through competitive bidding. The two Service Providers are Bharat Star Services Pvt. Ltd. and ourselves. As there are two Services Providers, the service is deemed as "**Competitive**" as per the AERA Guidelines.
3. **User Agreements:** The contract was awarded to the two Services Providers by BIAL on the basis of competitive bidding after having put the same to a public tendering process. The contract between BIAL and ourselves (ITP Concession Agreement) stipulates the terms on which we have been awarded the contract. Since the ITP Concession Agreement is granted for a term of 10 years, the Agreement contemplates an escalation at a rate of 5% every year.
4. The Into Plane Service Providers have in-turn entered into agreements with the Suppliers (Users) whereby the rates and the terms on which ITP Services would be provided at the airport are detailed. These agreements with the Users stipulate not only the price but also the service level parameters that will have to be maintained by us. These agreements were settled after prolonged negotiations at joint meetings between ourselves and all the Users and on terms that were accepted by the Users. We have, after prolonged negotiations, entered into contracts with Indian Oil Corporation Limited, Hindustan Petroleum Corporation Limited, Shell MRPL India Private Limited and Reliance Industries Limited to provide ITP Services at the airport. Copies of these agreements are enclosed herewith. The terms of the agreements are identical for all the Users. We are under an obligation to enter into contracts with any User desirous of availing our Services on a non-discriminatory basis.

There were several rounds of consultations and meetings held between the Users, BIAL and the ITP Service Providers on several occasions at the office of BIAL at Bangalore. The several drafts exchanged pursuant to such meetings evidences the long consultations that were undertaken with the stakeholders.

The Users raised various concerns regarding the manner in which the operator's facilities would be accessed, risk and amortization of risk, aircraft refueling and related insurance obligations, sharing of responsibilities and liabilities, service parameters, defueling and capacities for defueling, payments and penal clauses on delayed payments, were amongst the several issues that were raised, discussed and agreed upon. The agreement that was eventually arrived at is as recorded in the agreements that are enclosed.

The agreement that was eventually arrived at has addressed all concerns raised. The parties have agreed upon various service level parameters such as ATF Specification, the manner in which the services provided by the ITP agent and its quality would be ensured through maintenance of standards in terms of Quality control assurance and operating manuals approved by DGCA and Joint Guidelines issued by the Joint Inspection Group (JIG) internationally and by further providing for monitoring such services through the Joint Co-ordination Committee (JCC) comprising of representatives of airport operator, facility operator, facility owner, ITP agent, representatives of private sector suppliers, representatives of public sector suppliers, representatives of domestic air carriers and representatives of international air carriers.

From the above, it is clear that we meet the conditions prescribed under the AERA Guidelines for the category of "**Material but Competitive**". While reasonableness of the User Agreements will not be pertinent in our case, the details furnished above also demonstrate the validity and reasonableness of the User Agreements. Since we fulfill the above conditions, ITP Services fall under '**Light touch approach**' as per the AERA Guidelines.

5. **Confidentiality of the documents submitted:**

You may kindly note that we are bound to ensure confidentiality of our client agreements and its terms and the disclosure made herein above is to ensure compliance with the AERA Guidelines.

The terms of the Agreements for providing various Services at BIA, Bangalore, the commercial terms agreed to between us, as the Into plane Service Provider and the suppliers, various service parameters and service specifications, are all key ingredients in determining the quality of services being provided by us at the BIA, Bangalore.

These specifications cannot be put into public domain for the following reasons:

- a) The performance indicators/specifications are unique to this arrangement;
- b) The specifications set out are quality related specifications, acting as indicators of performance of the into plane agents as well as the quality of services being provided by us;
- c) Ours is a service industry and performance specifications and standards are key ingredients to our functioning and we regard these specifications and parameters as our intellectual property and value it as our trade secret;
- d) Such information, if in public domain, is at the risk of being copied by our competitors and also the competitors of our service providers;
- e) As a result of the specifications being copied by our competitors, what is otherwise a 'competitive service' may cease to be so since we will not be able to retain our uniqueness in providing these services; and
- f) As per the terms of our agreement with BIAL and the users, we are under an obligation to keep confidential the terms of all agreements entered into with respect to BIA, Bangalore.

For the reasons stated above and to ensure that that the distinctiveness and competitive nature of services developed and retained by us for many years is not hampered in any manner by a disclosure of our confidential information, we request that the agreements entered into between us and our service providers or any part thereof, should not be uploaded on your website or made public in any other manner.

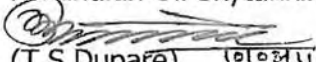
However, we understand that from a regulatory perspective, it is essential to bring the proposal into public domain in order to determine the tariff, and as such, we do not have any objection to uploading of the tariff proposal determined by us, with references to the agreements between us and the service providers.

We also request you to kindly ensure confidentiality of our financials which are sensitive to our businesses and regarding the client agreements disclosed herein and in any case, not to upload any such information on your websites.

We do trust that you will find the above details to be in line with the AERA Guidelines. It is requested that the Tariff Proposal may please be approved on an urgent basis.

Thanking you,

Yours truly,
For Indian Oil Skytanking Limited,


(T.S. Dupare) १०/०५/११
Chief Executive Officer

**IndianOil Skytanking Limited
Bangalore- Into Plane Services**

Figs in Rs.

Form F1 (a): Historical and Proposed Aggregate Revenue Requirement (ref: A1.2 of Appendix I)

Sl.N.	Aggregate Revenue Requirement	Last available audited year- 2009-10	Financial year before tariff year- 2010-11	Tariff Year 2011-12	Tariff Year 2013-14	Tariff Year 2014-15	Tariff Year 2015-16	Tariff Year 2016-17
1	<i>Aggregate Revenue Requirement</i>							
	Bangalore-Into Plane	58,885,829.88	52,890,828.09	55,863,416.86	58,957,005.08	62,643,850.91	67,039,241.50	72,705,467.05
	TOTAL	58,885,829.88	52,890,828.09	55,863,416.86	58,957,005.08	62,643,850.91	67,039,241.50	72,705,467.05

2012-13

IndianOil Skytanking Limited
Bangalore- Into Plane Services

Figs in Rs.

Form F1 (b): Competition Assessment (ref: AI-3 b) Appendix I)

Sl.No.	Details of competitive facilities
1	<i>Bharat Star Services Private Limited</i>

IndianOil Skytanking Limited
Bangalore- Into Plane Services

Form F5: Cost of Equity and Post-Tax FROR Forecast (ref. Section A1.5 of Appendix I)

	2011-12			2012-13			2013-14			2014-15			2015-16		
	Low	High	Point Estimate	Low	High	Point Estimate	Low	High	Point Estimate	Low	High	Point Estimate	Low	High	Point Estimate
Gearing															
Pre-Tax Cost of Debt	10.80	10.80	10.80	10.90	10.90	10.90	11.00	11.00	11.00	11.10	11.10	11.10	11.20	11.20	11.20
Risk-free Rate	7.50	8.00	7.50	7.50	8.00	7.50	7.50	8.00	7.50	7.50	8.00	7.50	7.50	8.00	7.50
Equity-risk premium	17.19	28.34	17.19	17.19	28.34	17.19	17.19	28.34	17.19	17.19	28.34	17.19	17.19	28.34	17.19
Beta	0.39	0.39	0.39	0.39	0.39	0.39	0.39	0.39	0.39	0.39	0.39	0.39	0.39	0.39	0.39
Post-Tax Cost of Equity	14.26	14.26	14.26	14.26	14.26	14.26	14.26	14.26	14.26	14.26	14.26	14.26	14.26	14.26	14.26
Post-Tax FROR			12.33			12.33			12.33			12.33			12.33

IndianOil Skytanking Limited
Bangalore- Into Plane Services

Figs in Rs.

Form F2(a): Format for providing asset-wise information of stakeholder contributions (ref: Section A1.5 of Appendix I)

Details of User Contributions for the Assets: NIL

S.N	Contribution Name	Asset Name	Extent of User Contribution approved for the project	Year of Approval	Tenure for User Contribution Collection	Accumulated Collection Estimated till the beginning of first Tariff Year *	Total Collection Proposed in Tariff Year 1	Total Collection Proposed in Tariff Year 2	Total Collection Proposed in Tariff Year 3	Total Collection Proposed in Tariff Year 4	Total Collection Proposed in Tariff Year 5
1											
2											
3											
4											
5											

*Projected Values to be provided

IndianOil Skytanking Limited
Bangalore- Into Plane Services

Form F8(b): Format for providing proposed exclusions from RAB(ref. Section A1.5 of Appendix I)

Details of Proposed excluded Assets from RAB-NIL - ALL ASSETS INCLUDED						
S.N	Asset Name	Book Value	Accumulated Depreciation	Justification for exclusion	Any Land associated with asset	If yes, details of land
1						
2						
3						
4						
5						

IndianOil Skytanking Limited
Bangalore- Into Plane Services

Figs in Rs.

Form F10(a), Capital Projects Completed before Review for Roll-forward of RAB (ref: Section A1.5 of Appendix I)

NIL

Project Details																							
S.N	Project Name	Project Type	Comn.Date	2011-12				2012-13				2013-14				2014-15				2015-16			
				Capex	Com.	Cdate	WIP	Capex	Com.	Cdate	WIP	Capex	Com.	Cdate	WIP	Capex	Com.	Cdate	WIP	Capex	Com.	Cdate	WIP
1																							
2																							
3																							
4																							

Project Details																							
S.N	Project Name	Project Type	Comn.Date	2011-12				2012-13				2013-14				2014-15				2015-16			
				Capex	Com.	Cdate	WIP	Capex	Com.	Cdate	WIP	Capex	Com.	Cdate	WIP	Capex	Com.	Cdate	WIP	Capex	Com.	Cdate	WIP
1																							
2																							
3																							
4																							

Legend	
Project Name	Project Name should be a unique name or a primary key assigned to a Capex Project.
Project Type	Type of the Project and the asset class to which the Capex Project belongs
Comn.Date	Date on which the Capital Project was commenced
Capex	Year-Wise Capex incurred on the Project excluding any Capital receipts like Grants, User Contributions etc..
WIP	Work in Progress at the end of every Tariff Year
Com	Commissioning in a particular Tariff year
Cdate	Date of Commissioning in a particular Tariff Year

*Fields in italics are indicative only

Form No.06 Capital Expenditure Projected Plan 20 Year Master Plan Section (M.S.) (Appendix II)																												
NIL																												
Note: Information to be provided for 10 year period for all projects which fall into the period of draft/ink during the period																												
Project Details																												
S.N.	Project Name	Project Type	Comm.Date	2010-11				2011-12				2012-13				2013-14				2019-20								
				Capex	Comm	WIP	Capex	FinA/W	Comm	C.Date	WIP	Capex	FinA/W	Comm	C.Date	WIP	Capex	FinA/W	Comm	C.Date	WIP	Capex	FinA/W	Comm	C.Date	WIP		

Legend	
Project Name	Project Name should be a unique name or a primary key assigned to a Capex Project.
Project Type	Type of the Project and the asset class to which the Capex Project belongs.
Comm.Date	Date on which the Capital Project was commenced.
Capex	Year Wise Capex estimated to be incurred on the Project excluding any Capital receipts like Grants, User Contributions etc.
WIP	Work In Progress at the end of every Tariff Year.
Comm	Estimated Commissioning in a particular Tariff year.
Edate	Estimated Date of Commissioning in a particular Tariff Year.
T.Capex	Total Capex Incurred on the project till the end of previous Control Period excluding any Capital receipts like Grants, User Contributions etc.
T.Comm	Total Commissioning on the project till the end of previous Control Period.
FinA/W	Projectwise Financing Allowances for the year.

*Projected values to be provided
*Fields in italics are indicative only

Form F30 (C) - Year-wise Capital Expenditure Standing Plans for next 10 years (ref. Section A-5 of Appendix I)

NO ADDITIONAL FINANCING IS PLANNED DURING THIS PERIOD

Note: Information to be provided for 10 year period for all projects which spills into the period or starting during the period

Project Details		2011-12				2012-13				2013-14				2014-20								
S.N.	Total Capex Planned	Internal Accrual	Equity Infused	User Contributions	Total Debt	Internal Accrual	Equity Infused	User Contributions	Total Debt	Internal Accrual	Equity Infused	User Contributions	Total Debt	Internal Accrual	Equity Infused	User Contributions	Total Debt	Internal Accrual	Equity Infused	User Contributions	Total Debt	

Legend

Total Capex	Total Capex planned indicates the total forecasted capex for all assets during the next 10 years
Internal Accrual	Internal Accrual (from free reserves and surplus) in the year
Equity Infused	Equity infusion planned during the year
User Contributions	Representing Development Fee/User Contributions/Capital Grants/Subsidies etc. planned during the year for the Capital Project.
Total Debt	Total Debt planned for funding capex during the year



IndianOil Skytanking Limited
Bangalore- Into Plane Services

Figs in Rs.

Form F10(d) Summary statement of Expenses Capitalised (ref: Section A1.5 of Appendix I)

NIL

SJ. No.	Particulars	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
A	Interest and Finance Charges Capitalised							
B	Cost of Raising Finance and Bank Charges							
C	Other Expenses Capitalised							
	Employee Expenses							
	Administrative and General Expenses							
	Utilities and Outsourcing Expenses							
	Any other expenses being Capitalised							
D	Total Expenses being Capitalised (A+B+C)							

*Projected values to be provided

Information for the last financial year for which audited accounts are available



IndianOil Skytanking Limited
Bangalore- Into Plane Services

Figs in Rs.

Form F1B(e): Additional Capital Projects Summary (ref: Section A1.5 of Appendix I)

NIL

		Forecast WIP Assets				
		2011-12	2012-13	2013-14	2014-15	2015-16
E	Opening WIP Assets					
	Building					
	Plant and Machinery					
	Electrical Installation					
	Furniture and Fittings					
F	Additions-New WIP					
	Building					
	Plant and Machinery					
	Electrical Installation					
	Furniture and Fittings					
G	WIP Capitalisation					
	Building					
	Plant and Machinery					
	Electrical Installation					
	Furniture and Fittings					
H	Closing WIP Assets					
	Building					
	Plant and Machinery					
	Electrical Installation					
	Furniture and Fittings					

*Fields in italics are indicative only

**IndianOil Skytanking Limited
Bangalore- Into Plane Services**

Figs in Rs.

Form F11(a)- Employee Strength (ref: Section A1.5 of Appendix I)

S.N	Particulars-with detailed breakup	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
A	Department-wise Full-Time Employees							
	Operations	40	40	40	40	40	40	40
	Maintenance	8	8	8	8	8	8	8
	Administration	5	5	5	5	5	5	5
	Total	53	53	53	53	53	53	53
B	Department-wise-Part-Time/Contractual Employees							

*Projected values to be provided

Information for the last financial year for which audited accounts are available

*Fields in italics are indicative only

IndianOil Skytanking Limited
Bangalore- Into Plane Services

Figs in Rs.

Form F12(a)- Historical and Projected Cargo Volumes in Tonnes/ ref: Section A1.6 of Appendix I)

N/A

Year	Domestic								International							
	Loaded				Unloaded				Loaded				Unloaded			
	General	Perishable	Valuable	Other	General	Perishable	Valuable	Other	General	Perishable	Valuable	Other	General	Perishable	Valuable	Other
2003-04																
2004-05																
2005-06																
2006-07																
2007-08																
2008-09																
2009-10																
2010-11																
2011-12																
2012-13																
2013-14																
2014-15																
2015-16																
2016-17																
2017-18																
2018-19																
2019-20																

*Fields in italics are indicative only
 Applicable for forecasted years only

IndianOil Skytanking Limited
Bangalore- Into Plane Services

Form F12(b): Historical Aircraft Movements (ref: Section A1.6.9, Appendix 1)

Year	Domestic (Landing)	International(Landing)
2003-04		
2004-05		
2005-06		
2006-07		
2007-08		
2008-09		
2009-10		
2010-11		

Projected values to be provided

IndianOil Skytanking Limited
Bangalore- Into Plane Services

<i>Form F12(c): Projected Aircraft Movements (ref: Section A1.6 of Appendix I)</i>							
N/A							
Year	Domestic (Landing)			International (Landing)			Forecast Error Correction band
	Optimistic	Most Likely	Conservative	Optimistic	Most Likely	Conservative	
2011-12							
2012-13							
2013-14							
2014-15							
2015-16							
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

IndianOil Skytanking Limited
Bangalore- Into Plane Services

Form F.3(a): Historical Tariffs and Revenue from Regulated Service (ref. Section A1.7 of Appendix I)

Sl No.	Particulars	Figs in Rs.													
		2003-04		2004-05		2005-06		2006-07		2007-08		2008-09		2009-10	
		Per unit Tariffs	Revenues	Per unit Tariffs	Revenues	Per unit Tariffs	Revenues	Per unit Tariffs	Revenues	Per unit Tariffs	Revenues	Per unit Tariffs	Revenues	Per unit Tariffs	Revenues
A	Revenue from Regulated Services												24,780,373.01		50,584,164.08
	24-05-2008 to 31-12-2008											73.99			
	01-01-2009 Till date											200.00		200.00	

IndianOil Skytanking Limited
Bangalore- Into Plane Services

Figs in Rs.

Form F13(b): Historical and Projected Revenues from services other than Regulated Services (ref. Section A1.7 of Appendix I)								
NIL								
S.N	Particulars	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
A	Revenue from services other than Regulated Services							
1	<i>Revenue from</i>							
2	<i>Revenue from....</i>							
3	<i>Revenue from....</i>							
B	Other Revenues							
1	<i>Revenues from Interest Income</i>							
2	<i>Revenue from Any Other Sources(Please Specify)</i>							
	Total Revenues	-	-	-	-	-	-	-

*Projected values to be provided

#Fields in italics are indicative only

^Information for the last financial year for which audited accounts are available

IndianOil Skytanking Limited
Bangalore- Into Plane Services

Figs in Rs.

<i>Form F17: Revenues from Regulated Services recovered during the Tariff Year (ref: Section A1.9 of Appendix I)</i>		
	Actual -2011-12	Forecast as per the Multi Year Tariff Order
<i>Bangalore-Into Plane Services</i>	56,889,998.53	
Total Revenues from Tariff(s) for Regulated Services	56,889,998.53	

Fields in italics are indicative only

IndianOil Skytanking Limited
Bangalore- Into Plane Services

Figs in Rs.

<i>Form F18: Revenue from Services other than Regulated Services recovered during the Tariff Year (ref: Section A1.9 of Appendix I)</i>		
<i>N/A</i>		
	Actual -2011-12	Forecast as per the Multi Year Tariff Order
<i>Revenue from services other than Regulated Services heading #1</i>		
<i>Revenue from services other than Regulated Services heading #2</i>		
<i>Revenue from services other than Regulated Services heading #3</i>		
<i>Revenue from services other than Regulated Services not identified in the Multi Year Tariff Order</i>		
<i>Total Revenues from Services other than Regulated Services</i>		

Fields in italics are indicative only



IndianOil Skytanking Limited
Bangalore- Into Plane Services

Figs in Rs.

<i>Form FZ1: RAB Reconciliation Statement (ref: Section A1, PoF Appendix I)</i>		
S.N.	Particulars	Actual for the Tariff Year under consideration 2011-12
1	Net fixed assets as per the statutory accounts	50,384,111.55
	<i>Difference between net fixed assets and RAB</i>	
	<i>Difference between depreciation in statutory accounts and allowed regulatory depreciation</i>	
	<i>Intercompany transfers</i>	
	<i>Revaluations in statutory accounts</i>	
	<i>Reconciliation adjustment #1</i>	
	<i>Reconciliation adjustment #2</i>	
2	Closing RAB	50,384,111.55

Fields in italics are indicative only

+ Applicable only for Service Provider deemed 'material' and 'non competitive'

IndianOil Skytanking Limited
Bangalore- Into Plane Services

Form F6 (c) : Contributions, Grants and subsidies Master (ref: Section A1.5 of Appendix I)

Figs./Rs. In lakhs

Contributions																							
Particulars	Source	Total Amount	2009-10			2010-11			2011-12			2012-13			2013-14			2014-15			2015-16		
			OB	Add.	CB	OB	Add.	CB	OB	Add.	CB	OB	Add.	CB	OB	Add.	CB	OB	Add.	CB	OB	Add.	CB
1	Indian Oil Corporation Ltd	93.61	93.61		93.61	93.61		93.61	93.61		93.61	93.61		93.61	93.61		93.61	93.61		93.61	93.61		
2	Skytanking Holdings GmbH	93.61	93.61		93.61	93.61		93.61	93.61		93.61	93.61		93.61	93.61		93.61	93.61		93.61	93.61		
3	IOT Infrastructure & Energy Services Ltd.	93.61	93.61		93.61	93.61		93.61	93.61		93.61	93.61		93.61	93.61		93.61	93.61		93.61	93.61		
Grants																							
Particulars	Source	Total Amount	2009-10			2010-11			2011-12			2012-13			2013-14			2014-15			2015-16		
			OB	Add.	CB	OB	Add.	CB	OB	Add.	CB	OB	Add.	CB	OB	Add.	CB	OB	Add.	CB	OB	Add.	CB
1																							
2																							
Subsidies																							
Particulars	Source	Total Amount	2009-10			2010-11			2011-12			2012-13			2013-14			2014-15			2015-16		
			OB	Add.	CB	OB	Add.	CB	OB	Add.	CB	OB	Add.	CB	OB	Add.	CB	OB	Add.	CB	OB	Add.	CB
1																							
2																							

Legend	
OB	Opening Balance for the year
Add.	Additions during the year
CB	Closing Balance for the year

*Projected values to be provided
Information for the last financial year for which audited accounts are available

IndianOil Skytanking Limited
Bangalore- Into Plane Services

Figs in Rs.

Form F7: Format for identifying Regulatory Asset Base (ref: Section A1.5 of Appendix I)

Fixed Asset already commissioned as on 01.04.10

S.N	Asset Name	Asset Type	Description of the Asset	Commission Date	Useful life(Yrs)	Original cost of Asset	Depreciation Rate	Accumulated Depreciation
1	Plant & Machinery-IPS	Plant & Machinery	Aircraft Refueller	Jun-08	9.67	91,82,975.00	10.34%	16,80,519.64
2	Plant & Machinery-IPS	Plant & Machinery	Hydrant Dispensers	May-08	9.67	7,45,94,941.87	10.34%	1,46,66,843.85
3	Plant & Machinery-IPS	Plant & Machinery	Equipment	Sep-09	20	1,12,667.00	5.00%	5,720.74
4	Plant & Machinery-IPS	Computer	HP Desktop	Feb-08	6.17	92,800.00	16.21%	31,853.07
5	Plant & Machinery-IPS	Computer	HP Servers	Jul-08	6.17	2,96,816.00	16.21%	48,113.88
						8,42,80,199.87		1,64,33,051.18

IndianOil Skytanking Limited
Bangalore- Into Plane Services

Figs in Rs.

Form F7: Format for identifying Regulatory Asset Base (ref: Section A1.5 of Appendix I)

Fixed Asset already commissioned as on 01.04.10								
S.N	Asset Name	Asset Type	Description of the Asset	Commission	Useful life(Yrs)	Original cost of Asset	Depreciat	Accumulated Depreciation
1	Plant & Machinery-IPS	Plant & Machinery	Aircraft Refueller- Articulated	24-06-2008	9.67	91,82,975.00	10.34%	16,80,519.64
2	Plant & Machinery-IPS	Plant & Machinery	Hydrant Dispensers		9.67	7,45,94,941.87	10.34%	1,46,66,843.85
			Hydrant Dispensers- 3 nos	01-05-2008				
			Hydrant Dispensers- 4 nos	02-05-2008				
			Hydrant Dispensers- 4 nos	16-05-2008				
3	Plant & Machinery-IPS	Plant & Machinery	Equipment		20	1,12,667.00	5.00%	5,720.74
			Car Washer	13-02-2009				
			Ladders	24-03-2009				
			Airconditioners	06-05-2009				
			Car Washer & Accessories	19-09-2009				
4	Plant & Machinery-IPS	Computer	HP Desktop	18-02-2008	6.17	92,800.00	16.21%	31,853.07
5	Plant & Machinery-IPS	Computer	HP Servers	18-07-2008	6.17	2,96,816.00	16.21%	48,113.88
						8,42,80,199.87		1,64,33,051.18

IndianOil Skytanking Limited
Bangalore- Into Plane Services

<i>Form F12(d): Historical and Projected fuel throughput in kilolitres (ref : Section A1.6 of Appendix I)</i>				
Year	Domestic Flights	International Flights	Total	Forecast Error Correction Band
2003-04				
2004-05				
2005-06				
2006-07				
2007-08				
2008-09	1,07,918	1,25,044	2,32,962	
2009-10	1,39,106	1,13,814	2,52,920	
2010-11	1,40,498	1,14,953	2,55,450	
2011-12	1,41,902	1,16,102	2,58,005	
2012-13	1,43,322	1,17,263	2,60,585	
2013-14	1,44,755	1,18,436	2,63,190	
2014-15	1,46,202	1,19,620	2,65,822	
2015-16	1,50,588	1,23,209	2,73,797	
2016-17	1,58,118	1,29,369	2,87,487	
2017-18	1,66,024	1,35,838	3,01,861	

*Fields in italics are indicative only
 Applicable for forecasted years only

Assumptions:

- (a) IOSL commenced operations at Bangalore on 24th May 2008.
- (b) Out of the total ITP refuelling operations, IOSL as a ITP Service Provider handles approximately 65% to 70% of the total volumes and hence we have taken the same in our calculations.
- (c) Conservatively we have assumed the future projections of volumes as under: Based on the actual volumes in 2008-09,2009-10 and 2010-11, Volumes have been assumed to increase gradually over the years. a 1 % increase year on year has been assumed till 2014-15, by 3% in 2015-16 and at 5% thereafter.

Certified that a sum of Rs. ***** 100.00 /- (Rupees ONE HUNDRED and paise ZERO only)*****

***** has been paid towards Karnataka Stamp duty by

Sri/Smt. INDIAN OIL SKYTANKING LTD *****

s/d/w of ***** residing at Bangalore *****

Br. Name Bangalore Branch 007

Date/Time 28/04/2008 01:16:11 PM

Pr. M. Desai/Registrar member

01/14/4



INTO PLANE AGENT AGREEMENT

This INTO PLANE AGENT AGREEMENT is made on May 22, 2008 at Bangalore

BETWEEN

Indian Oil Corporation Limited, a Company formed under the provisions of the Companies Act, 1956 and having its Office at Indian Oil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai 400 051 represented herein by its Executive Director - Aviation, Mr.R.Sareen, (hereinafter referred to as the **Supplier**, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its executors, administrators and permitted assigns) of the **First Part**;

AND

Indian Oil Skytanking Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at No.16/11, Gowda Samaja Sadan, 1st 'C' Main Road, Ganganagar Extension, Bangalore - 560 032 represented herein by its Chief Executive Officer, Mr.R.Ravikumar, (hereinafter referred to as the **Into Plane Agent**, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its executors, administrators, successors and permitted assigns) of the **Second Part**.

MPL/07-08/ 08 1 255

The Supplier and the Into Plane Agent shall hereinafter, be individually referred to as the '*Party*' and collectively as the '*Parties*', as the case may be.

Whereas

- A. The Supplier is a supplier of ATF to Aircrafts and has entered into a Supplier Agreement dated May 22, 2008, with M/s Indian Oil Skytanking Limited (hereinafter referred to as the "Supplier Agreement"), who is also the Operator of the Facility for the supply, storage and distribution of ATF at the Airport;
- B. BIAL and the Into Plane Agent have entered into an Into Plane Fuelling Service Agreement dated May 16, 2007 under which the Into Plane Agent has been appointed to provide Services at the Airport;
- C. The Supplier is desirous of appointing the Into Plane Agent to provide Services at the Airport and the Into Plane Agent has agreed to provide such services subject to the terms and conditions set out herein;

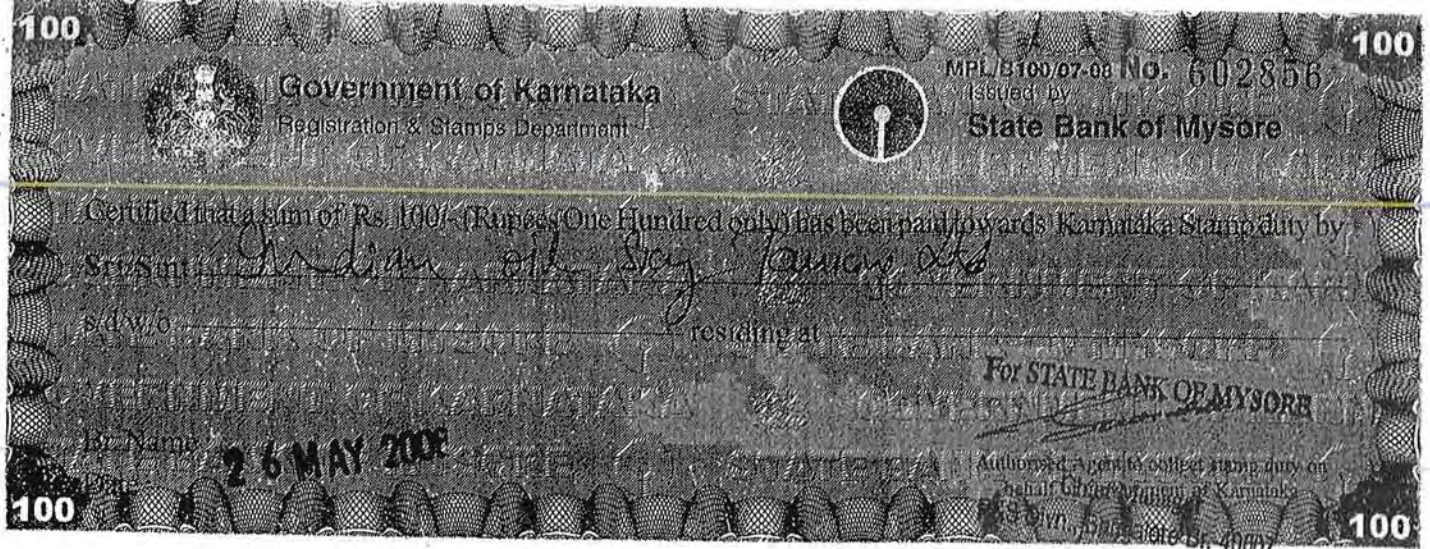
NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET OUT HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY AND RECEIPT OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES, INTENDING TO BE BOUND, AGREE AS FOLLOWS:

1. DEFINITION AND INTERPRETATION

1.1 Definitions: In this Agreement and in the recitals and the schedules hereto, the following terms shall, (unless the context requires otherwise) have the following respective meanings:

- (a) *Agency Fee* means the fees, charges or other consideration of whatever nature charged or received by the Into Plane Agent for providing the Services;
- (b) *Agreement* means this Into Plane Agent Agreement together with all schedules, appendices and annexures hereto as from time to time supplemented, modified or replaced as provided for herein;





INTO PLANE AGENT AGREEMENT

This **INTO PLANE AGENT AGREEMENT** is made on May 30, 2008 at Bangalore

BETWEEN

Hindustan Petroleum Corporation Limited, a company formed under the provisions of the Companies Act, 1956 and having its Office at Aviation SBU, Hindustan Bhavan, 8, Shoorji Vallabhdas Marg, Ballard Estate, Mumbai - 400 001 represented herein by its DGM (I/C) Aviation and Head SBU, Mr. K. Srinivas, (hereinafter referred to as the **Supplier**, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its executors, administrators and permitted assigns) of the **First Part**;

AND

Indian Oil Skytanking Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at No.16/11, Gowda Samaja Sadan, 1st 'C' Main Road, Ganganagar Extension, Bangalore - 560 032 represented herein by its Chief Executive Officer, Mr.R.Ravikumar, (hereinafter referred to as the **Into Plane Agent**, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its executors, administrators, successors and permitted assigns) of the **Second Part**.

The Supplier and the Into Plane Agent shall hereinafter, be individually referred to as the '**Party**' and collectively as the '**Parties**', as the case may be.

[Handwritten signature]

[Handwritten signature]

Whereas

- A. The Supplier is a supplier of ATF to Aircrafts and has entered into a Supplier Agreement dated May 30, 2008, with M/s Indian Oil Skytanking Limited (hereinafter referred to as the "Supplier Agreement"), who is also the Operator of the Facility for the supply, storage and distribution of ATF at the Airport;
- B. BIAL and the Into Plane Agent have entered into an Into Plane Fuelling Service Agreement dated May 16, 2007 under which the Into Plane Agent has been appointed to provide Services at the Airport;
- C. The Supplier is desirous of appointing the Into Plane Agent to provide Services at the Airport and the Into Plane Agent has agreed to provide such services subject to the terms and conditions set out herein:

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET OUT HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY AND RECEIPT OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES, INTENDING TO BE BOUND, AGREE AS FOLLOWS:

1. DEFINITION AND INTERPRETATION

1.1 Definitions: In this Agreement and in the recitals and the schedules hereto, the following terms shall, (unless the context requires otherwise) have the following respective meanings:

- (a) **Agency Fee** means the fees, charges or other consideration of whatever nature charged or received by the Into Plane Agent for providing the Services;
- (b) **Agreement** means this Into Plane Agent Agreement together with all schedules, appendices and annexures hereto as from time to time supplemented, modified or replaced as provided for herein;
- (c) **Air Carrier** means any air transportation enterprise offering a service for the carriage of passengers, baggage or cargo by air, which requires the supply of ATF at the Airport;
- (d) **Aircraft** means a machine or device, vehicle or craft, including an airplane, helicopter, that is capable of atmospheric flight, with the use of ATF;
- (e) **Airport** means Bengaluru International Airport, i.e., the green field international airport to be constructed and operated by BIAL at



Certified that a sum of Rs ***** 100.00 /- (Rupees ONE HUNDRED and paise ZERO only)*****

has been paid towards Karnataka Stamp duty by

Sri/Smt INDIAN OIL SKYTANKING LTD *****

s/d/w of ***** residing at Bangalore *****

Br. Name Bangalore Branch 007

Date/Time 28/04/2008 01:46:03 PM

Pl. M. Devendra Kumar Chamber

01/179



MPL/07-08/ 08 1300

INTO PLANE AGENT AGREEMENT

This INTO PLANE AGENT AGREEMENT is made on June 25, 2008 at Bangalore

BETWEEN

Shell MRPL Aviation Fuels and Services Private Limited, a Company formed under the provisions of the Companies Act, 1956 and having its office at 3rd Floor, RMZ Centennial – Campus B, 8 B, Kundanahalli Main Road, Bangalore – 560 048 represented herein by its Chief Executive Officer, Mr. Sanjay Varkey, (hereinafter referred to as the **Supplier**, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its executors, administrators and permitted assigns) of the **First Part**;

AND

Indian Oil Skytanking Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at No.16/11, Gowda Samaja Sadan, 1st 'C' Main Road, Ganganagar Extension, Bangalore – 560 032 represented herein by its Chief Executive Officer, Mr.R.Ravikumar, (hereinafter referred to as the **Into Plane Agent**, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its executors, administrators, successors and permitted assigns) of the **Second Part**.

21



The Supplier and the Into Plane Agent shall hereinafter, be individually referred to as the 'Party' and collectively as the 'Parties', as the case may be.

Whereas

- A. The Supplier is a supplier of ATF to Aircrafts and has entered into a Supplier Agreement dated June 25, 2008, with M/s Indian Oil Skytanking Limited (hereinafter referred to as the "Supplier Agreement"), who is also the Operator of the Facility for the supply, storage and distribution of ATF at the Airport;
- B. BIAL and the Into Plane Agent have entered into an Into Plane Fuelling Service Agreement dated May 16, 2007 under which the Into Plane Agent has been appointed to provide Services at the Airport;
- C. The Supplier is desirous of appointing the Into Plane Agent to provide Services at the Airport and the Into Plane Agent has agreed to provide such services subject to the terms and conditions set out herein:

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET OUT HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY AND RECEIPT OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES, INTENDING TO BE BOUND, AGREE AS FOLLOWS:

1. DEFINITION AND INTERPRETATION

1.1 Definitions: In this Agreement and in the recitals and the schedules hereto, the following terms shall, (unless the context requires otherwise) have the following respective meanings:

- (a) *Agency Fee* means the fees, charges or other consideration of whatever nature charged or received by the Into Plane Agent for providing the Services;
- (b) *Agreement* means this Into Plane Agent Agreement together with all schedules, appendices and annexures hereto as from time to time supplemented, modified or replaced as provided for herein;

M

