

# IndianOil Skytanking

ISO 9001:2008, ISO 14001:2004 Certified

AV/TSD/DIAL - 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 IGI Airport, Delhi**

Reference may please be made to AERA's letter Reference No. AERA/20019/CGF-G/2010-11/Vol. II/1645 dated 21<sup>st</sup> 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

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<sub>F</sub>)

$$\begin{aligned} &= \text{Fuel throughput in Kiloliter at Delhi Airport / Total Fuel Throughput in} \\ &\quad \text{Kilolitres at major Airports X 100} \\ &= 1574834 \text{ KL / } 4926539 \text{ KL X 100} \\ &= 31.97 \% \end{aligned}$$

The MI<sub>F</sub> is more than 5% and hence the service is deemed as "**Material**".

2. **Competition Assessment:** At Delhi 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 DIAL on the basis of competitive bidding after having put the same to a public tendering process. The contract between DIAL 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 as under:

*Clause 2.4.1: "The price cap for the first year of operations (in Rs. /kilo litre) will be as quoted by the Selected Bidder and the same shall be escalated at a rate of 5% or WPI each year whichever is lower."*

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 and Shell MRPL India Private 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, DIAL and the ITP Service Providers on several occasions at the office of DIAL at New Delhi. 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.

4. **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 IGI, New Delhi, 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 IGI, New Delhi.

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 DIAL and the users, we are under an obligation to keep confidential the terms of all agreements entered into with respect to IGI, New Delhi.

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.

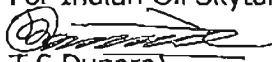
However, we understand that from a regulatory perspective, it is essential to bring the proposal into public domain in order to determine the tariff, and as such, we do not have any objection to uploading of the tariff proposal determined by us, with references to the agreements between us and the service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

Chief Executive Officer

IndianOil Skytanking Limited  
Delhi- 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 2012-13	Tariff Year 2013-14	Tariff Year 2014-15	Tariff Year 2015-16
1	Aggregate Revenue Requirement							
	Delhi-Into Plane		112,478,128.55	159,437,723.93	162,992,131.56	167,239,861.52	174,101,160.43	182,024,674.27
	TOTAL		112,478,128.55	159,437,723.93	162,992,131.56	167,239,861.52	174,101,160.43	182,024,674.27

✓

IndianOil Skytanking Limited  
Delhi- Into Plane Services

*Figs in Rs.*

*Form-F1 (b): Competition Assessment (ref: A1.3 of Appendix I)*

Sl.No.	Details of competitive facilities
1	Bharat Star Services Delhi Private Limited



IndianOil Skytanking Limited  
Delhi- Into Plane Services

Form E5: 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	10.75	10.75	10.75	11.00	11.00	11.00	11.25	11.25	11.25	11.50	11.50	11.50	11.75	11.75	11.75
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			12.15			12.15			12.15			12.15			12.15

IndianOil Skytanking Limited  
Delhi- 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		85.00	85.00	85.00	85.00	85.00	85.00
	Maintenance		8.00	8.00	8.00	8.00	8.00	8.00
	Administration		3.00	3.00	3.00	3.00	3.00	3.00
	Total		96.00	96.00	96.00	96.00	96.00	96.00
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  
Delhi- Into Plane Services

*Figs in Rs.*

Form F14(a): Annual Tariff Proposal for Tariff Year t - Format for providing information on EMAY (ref. Section A.8 of Appendix)	
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S.N	Particulars	For Tariff Year 2011-12
1	Yield per unit	165.87
2	Error Correction term (from year t-2)	
3	Estimated Maximum Allowed Yield (EMAY)	165.87

✓

IndianOil Skytanking Limited  
Delhi- Into Plane Services

Form F-4 (b)- Annual Tariff Proposal for Tariff Year t - Format for providing information on Tariff(s) (ref. Section 81.8 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		857,033.26	142,155,381.61
<i>Tariff 2</i>				
<i>Tariff 3</i>				
<i>...</i>				
<b>Total</b>			857,033.26	142,155,381.61

@ 165.87

\* 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 Limited  
Delhi- Into Plane Services

Figs in Rs.

Form FTS- Annual Compliance Statement (ref. Section AI.9 of Appendix I)

S.N	Particulars	Actuals for the Tariff Year under consideration-2011-12	Actuals for the Tariff Year under consideration-2012-13	Actuals for the Tariff Year under consideration-2013-14	Actuals for the Tariff Year under consideration-2014-15	Actuals for the Tariff Year under consideration-2015-16
1	Yield Per unit	165.87	179.14	193.47	208.95	225.66
	Actual WPI during the year	8%	8%	8%	8%	8%
2	Actual Maximum Allowed Yield per unit	165.87	179.14	193.47	208.95	225.66
	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	156.45	164.27	172.49	181.11	190.17
	Revenues subject to yield cap	13,40,82,854.25	14,74,74,379.31	16,33,64,743.69	18,09,67,294.82	20,04,66,520.83
	Volumes	8,57,033.26	8,97,742.34	9,47,118.17	9,99,209.67	10,54,166.21
4	Over recovery of allowed yield Error Correction					

IndianOil Skytanking Limited  
Delhi- Into Plane Services

*Figs in Rs.*

<i>Form F-17: Revenues from Regulated Services recovered during the Tariff Year (ref: Section AL9 of Appendix I)</i>		
	Actual -2011-12	Forecast as per the Multi Year Tariff Order
<i>Delhi-Into Plane Services</i>	134,082,854.25	
<b>Total Revenues from Tariff(s) for Regulated Services</b>	<b>134,082,854.25</b>	

# Fields in italics are indicative only



IndianOil Skytanking Limited  
Delhi- Into Plane Services

Figs in Rs.

Form F21: RAB Reconciliation Statement (ref: Section A1.9 of Appendix I)		
S.N.	Particulars	Actual for the Tariff Year under consideration 2011-12
1	Net fixed assets as per the statutory accounts	233,614,810.92
	<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	233,614,810.92

# Fields in italics are indicative only

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



# Annexure – II

## (Annual Tariff Proposal)

AV/TSD/DIAL - ITP  
14<sup>th</sup> 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 2<sup>nd</sup> 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 11<sup>th</sup> March 2011 based on your letter dated 7<sup>th</sup> 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:

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.

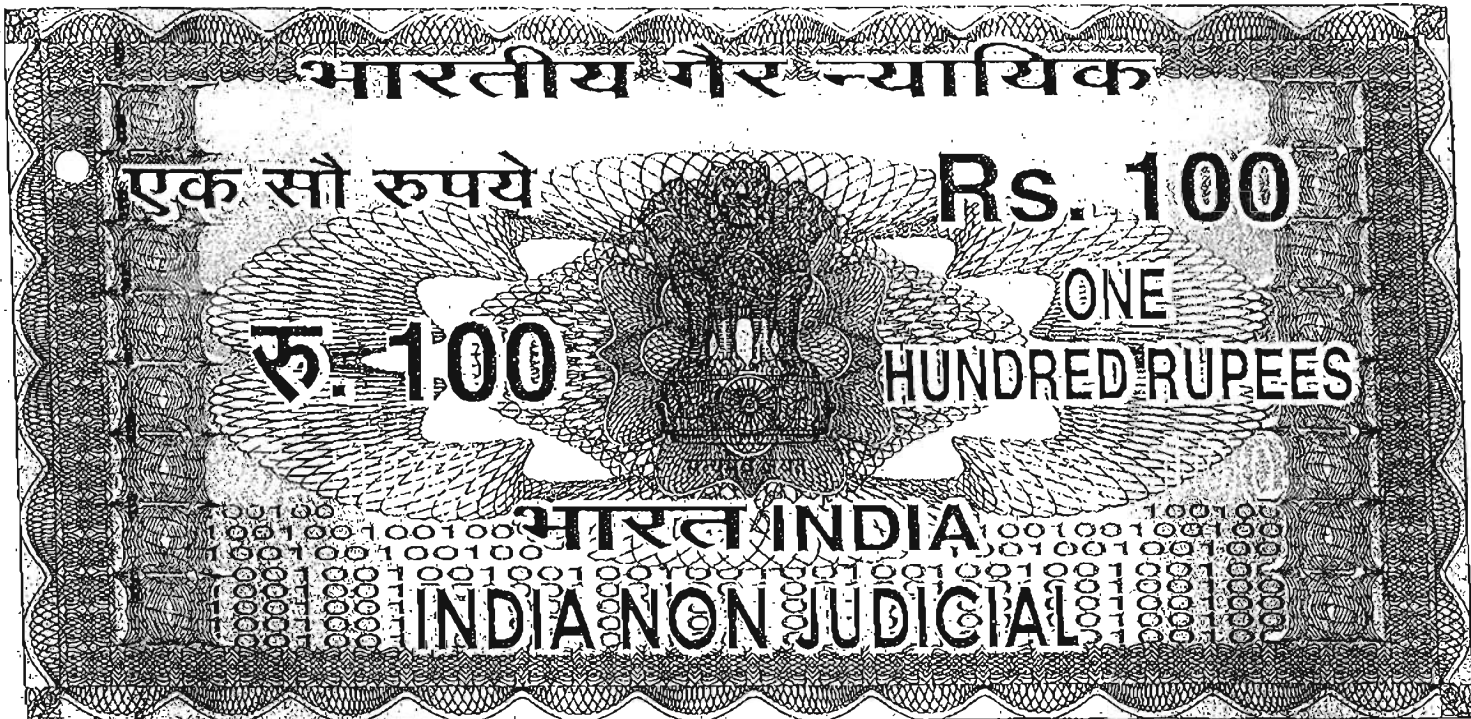
In view of the above submissions, you are kindly requested that the Annual Tariff Proposal may please be approved on an urgent basis.

Thanking you,

For Indian Oil Skytanking Limited,

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





दिल्ली DELHI

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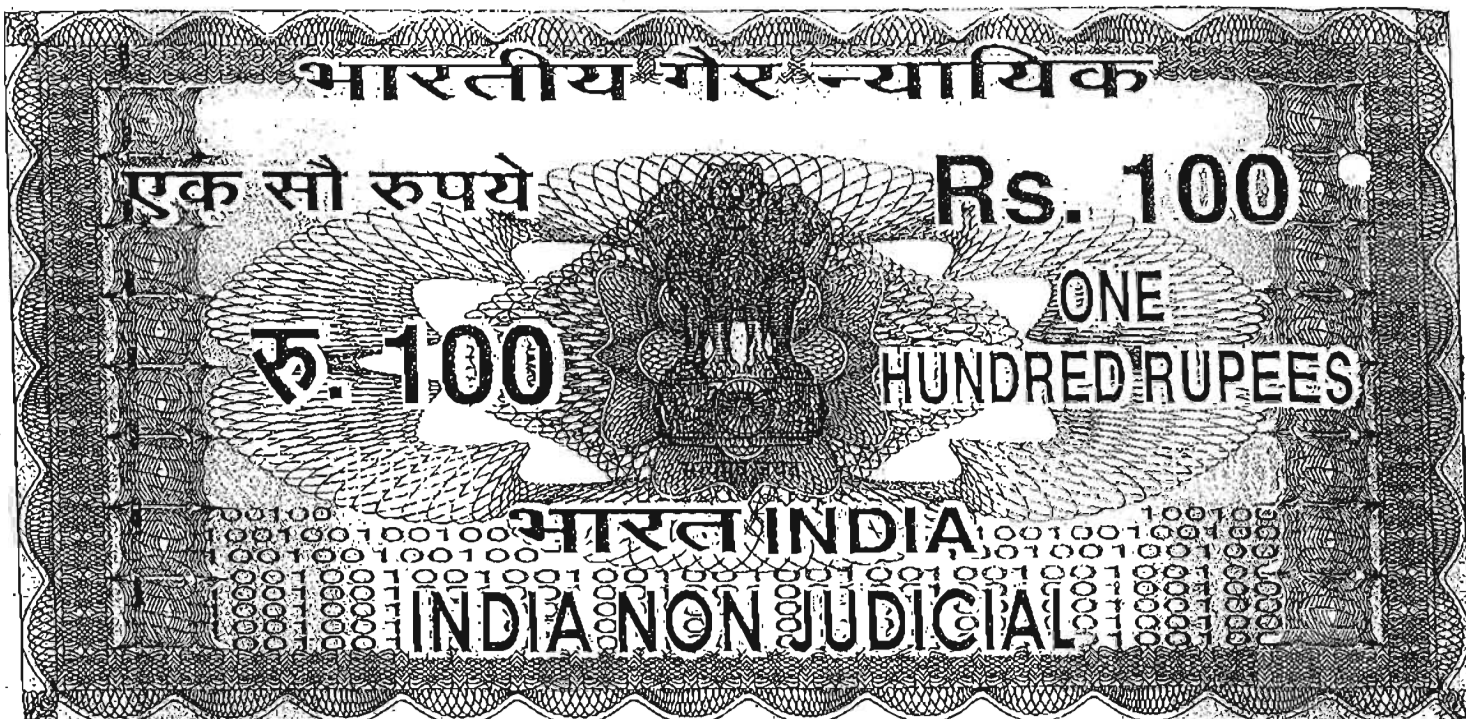
#### INTO PLANE AGENT AGREEMENT

This INTO PLANE AGENT AGREEMENT ("Agreement") is made on 13<sup>th</sup> July, 2010 at New Delhi

#### BETWEEN

M/s Indian Oil Skytanking Delhi Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Fuel Farm Facility, Bangalore International Airport, Devanahalli, Bangalore 560300 (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 **First Part**;

AND



दिल्ली DELHI

L. 55286

M/s Indian Oil Corporation Limited, a Company formed under the provisions of the Companies Act, 1956, having its registered office at Indian Oil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (E) Mumbai-400051, India (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 **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.

**Whereas**

- A. The Supplier (defined hereunder) is a supplier of ATF to Aircrafts (defined hereunder) and has entered/has an intention to enter into a valid agreement with M/s Indian Oil Skytanking Limited (hereinafter referred to as the "**Supplier Agreement**"), who is the "**Operator**" (defined hereunder) of the Facility (defined hereunder) for the supply, storage and distribution of ATF (defined hereunder) at the Airport (defined hereunder);

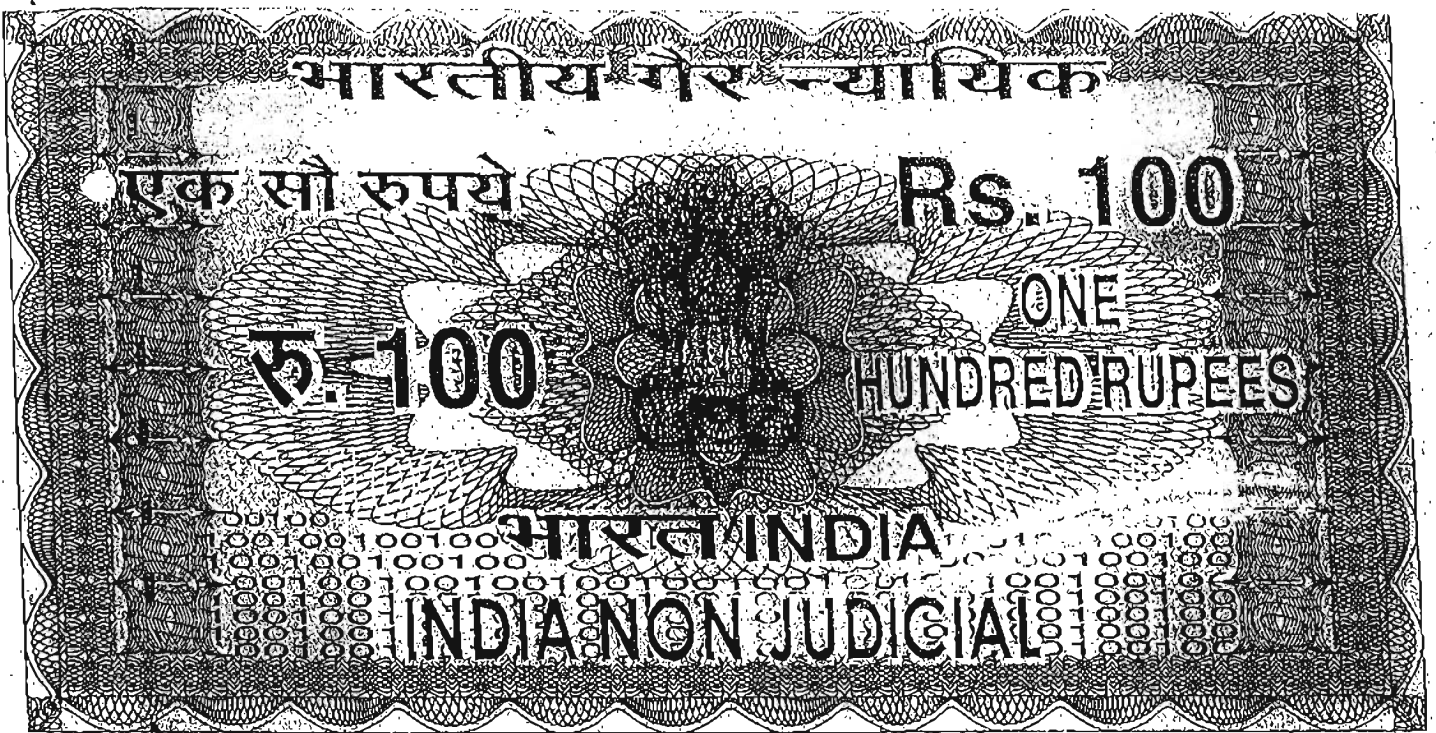
## SCHEDULE B

### Agency Fee

01. The Agency Fee payable by Supplier/Air Carrier to the Into Plane Agents shall be as per the Schedule provided hereunder.

PRICE (in Rs / per kilolitre)				
FUELLING AIRCRAFT	DE-FUELLING AIRCRAFT		RE-FUELLING DE-FUELLED PRODUCT INTO AN AIRCRAFT	
	Within 6 hrs.	Beyond 6 hrs.	Within 6 hrs.	Beyond 6 hrs.
149	149	224	186	224

02. The Agency Fee prescribed above shall be exclusive of all taxes (other than Into Plane Agents income taxes), duties, cesses, fees and all other applicable statutory levies. However, it shall be subject to the deduction of Income Tax at source, if so required under the Income Tax Act 1961.
03. The Agency fee shall be subject to revision by the Into Plane Agent, in accordance with the limits set by DEAL from time to time.
04. The Supplier shall ensure that the Agency Fee is paid within a period of eight days from the date on which the Into Plane Agent has raised its invoice. The Into Plane Agent shall raise invoices for all Services provided on the 5<sup>th</sup> of every calendar month. Such invoice shall raise a demand for all Services rendered that has become payable for the period up to the 5<sup>th</sup> of that calendar month and for all expected accrual of fees for Services rendered for the remainder of such calendar month (the projection being made on the basis of a reasonable forecast of the expected accrual of payments from the Supplier to the Into Plane Agent). The Supplier shall ensure that payments due on such bills shall be paid on or before the 15<sup>th</sup> of such calendar month. Any adjustment that may be required at the end of the calendar month, on the basis of



दिल्ली DELHI

L 552871

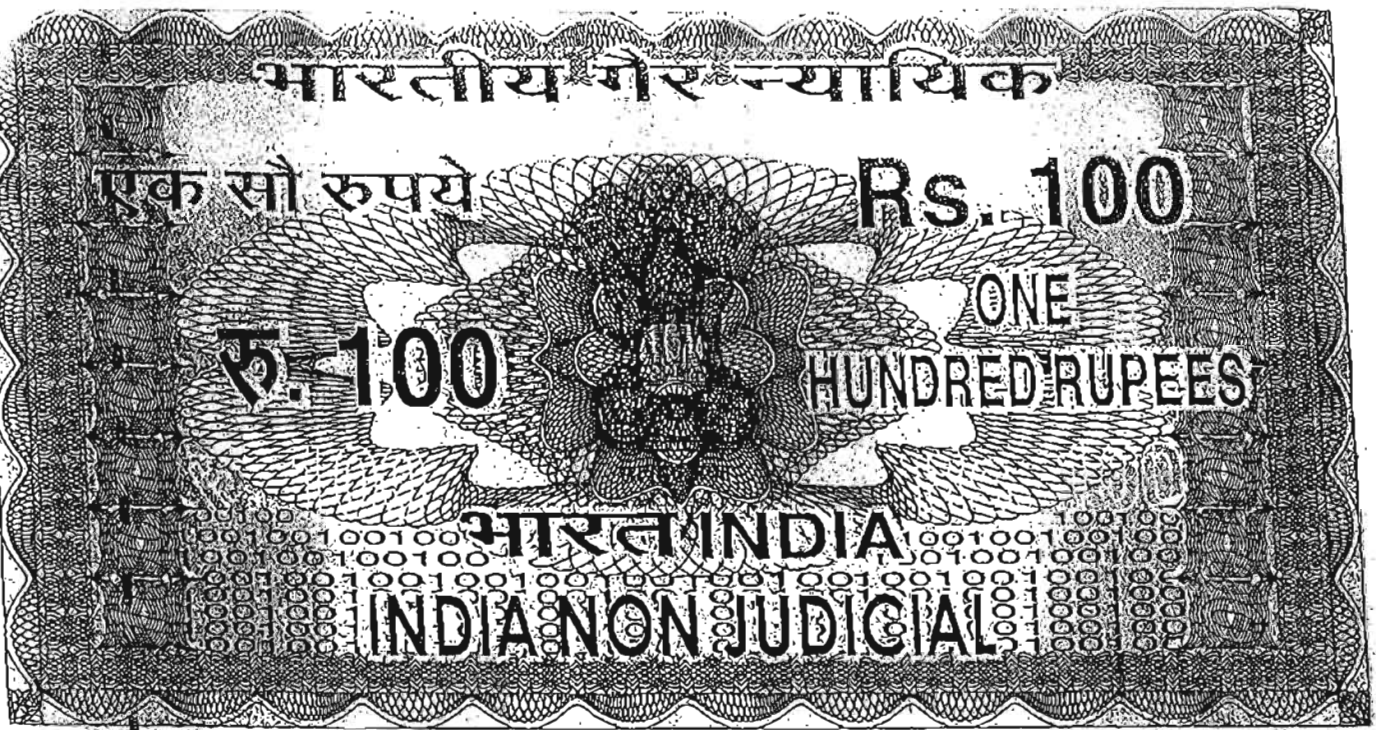
INTO PLANE AGENT AGREEMENT

This INTO PLANE AGENT AGREEMENT ("Agreement") is made on 13<sup>th</sup> July, 2010 at New Delhi

BETWEEN

M/s Indian Oil Skytanking Delhi Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Fuel Farm Facility, Bangalore International Airport, Devanahalli, Bangalore 560300 (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 First Part;

AND



दिल्ली DELHI

L 552870

M/s Hindustan Petroleum Corporation Limited, a Company formed under the provisions of the Companies Act, 1956, having its office at Aviation SBU, Hindustan Bhavan, 8, Shoorji Vallabhdas Marg, Ballard Estate, Mumbai - 400 001, India (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 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.

Whereas

A. The Supplier (defined hereunder) is a supplier of ATF to Aircrafts (defined hereunder) and has entered/has an intention to enter into a valid agreement with M/s Indian Oil Skytanking Limited (hereinafter referred to as the "**Supplier Agreement**"), who is the "**Operator**" (defined hereunder) of the Facility (defined hereunder) for the supply, storage and distribution of ATF (defined hereunder) at the Airport (defined hereunder);



# SCHEDULE B

## Agency Fee

01. The Agency Fee payable by Supplier/Air Carrier to the Into Plane Agents shall be as per the Schedule provided hereunder.

PRICE (in Rs. / per Kilolitre)				
FUELLING AIRCRAFT	DE-FUELLING AIRCRAFT		REFUELLING DE-FUELED PRODUCT INTO AN AIRCRAFT	
	Within 6 hrs.	Beyond 6 hrs.	Within 6 hrs.	Beyond 6 hrs.
149	149	224	186	224

02. The Agency Fee prescribed above shall be exclusive of all taxes (other than Into Plane Agents income taxes), duties, cesses, fees and all other applicable statutory levies. However, it shall be subject to the deduction of Income Tax at source, if so required under the Income Tax Act 1961.
03. The Agency fee shall be subject to revision by the Into Plane Agent, in accordance with the limits set by DIAL from time to time.
04. The Supplier shall ensure that the Agency Fee is paid within a period of eight days from the date on which the Into Plane Agent has raised its invoice. The Into Plane Agent shall raise invoices for all Services provided on the 5<sup>th</sup> of every calendar month. Such invoice shall raise a demand for all Services rendered that has become payable for the period up to the 5<sup>th</sup> of that calendar month and for all expected accrual of fees for Services rendered for the remainder of such calendar month (the projection being made on the basis of a reasonable forecast of the expected accrual of payments from the Supplier to the Into Plane Agent). The Supplier shall ensure that payments due on such bills shall be paid on or before the 15<sup>th</sup> of such calendar month. Any adjustment that may be required at the end of the calendar month, on the basis of

## INTO PLANE AGENT AGREEMENT

This INTO PLANE AGENT AGREEMENT ("Agreement") is made on 20<sup>th</sup> September, 2010 at Bangalore

### BETWEEN

M/s Indian Oil Skytanking Delhi Private Limited, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at Fuel Farm Facility, Bangalore International Airport, Devanahalli, Bangalore 560 300 (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 First Part;

AND



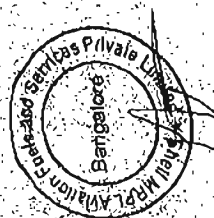
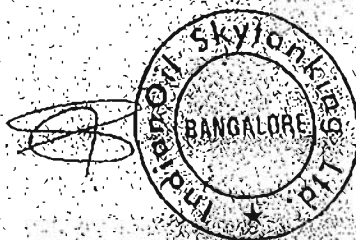
M/s. Shell MRPL Aviation Fuels and Services Private Ltd, a company formed under the provisions of the Companies Act, 1956, having its registered office at No. 72/4, 1<sup>st</sup> Floor, Cunningham Road, Opp. Cottage Industries Exposition, Bangalore 560 052 represented by its Chief Executive Officer, 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, 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.

**Whereas**

- A. The Supplier (defined hereunder) is a supplier of ATF to Aircrafts (defined hereunder) and has entered/has an intention to enter into a valid agreement with M/s Indian Oil Skytanking Limited (hereinafter referred to as the "Supplier Agreement"), who is the "Operator" (defined hereunder) of the Facility (defined hereunder) for the supply, storage and distribution of ATF (defined hereunder) at the Airport (defined hereunder);
- B. The Into Plane Agent specialises in managing and carrying out into plane fuelling operations of all kinds and is authorized under contract with DIAL to enter into this Agreement;
- C. The Into Plane Agent has entered into a Facility Access Agreement with the Operator; and
- D. The Supplier is desirous of appointing the Into Plane Agent to provide Services (defined hereunder) at the Airport as envisaged in the Supplier Agreement, 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**





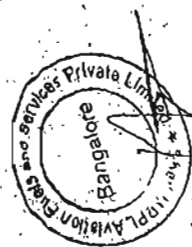
# SCHEDULE B

## Agency Fee

01. The Agency Fee payable by Supplier/Air Carrier to the Into Plane Agents shall be as per the Schedule provided hereunder.

	Within 6 hrs.	Beyond 6 hrs.	Within 6 hrs.	Beyond 6 hrs.
149	149	224	186	224

02. The Agency Fee prescribed above shall be exclusive of all taxes (other than Into Plane Agents income taxes), duties, cesses, fees and all other applicable statutory levies. However, it shall be subject to the deduction of Income Tax at source, if so required under the Income Tax Act 1961.
03. The Agency fee shall be subject to revision by the Into Plane Agent, in accordance with the limits set by DIAL from time to time.
04. The Supplier shall ensure that the Agency Fee is paid within a period of eight days from the date on which the Into Plane Agent has raised its invoice. The Into Plane Agent shall raise invoices for all Services provided on the 5<sup>th</sup> of every calendar month. Such invoice shall raise a demand for all Services rendered that has become payable for the period up to the 5<sup>th</sup> of that calendar month and for all expected accrual of fees for Services rendered for the remainder of such calendar month (the projection being made on the basis of a reasonable forecast of the expected accrual of payments from the Supplier to the Into Plane Agent). The Supplier shall ensure that payments due on such bills shall be paid on or before the 15<sup>th</sup> of such calendar month. Any adjustment that may be required at the end of the calendar month, on the basis of



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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 2012-13	Tariff Year 2013-14	Tariff Year 2014-15	Tariff Year 2015-16
1	Aggregate Revenue Requirement							
	Delhi-Into Plane		112,478,128.55	159,437,723.93	162,992,131.56	167,239,861.52	174,101,160.43	182,024,674.27
	TOTAL		112,478,128.55	159,437,723.93	162,992,131.56	167,239,861.52	174,101,160.43	182,024,674.27

IndianOil Skytanking Limited  
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*Figs in Rs.*

*Form F1 (b): Competition Assessment (ref: A1.3 of Appendix I)*

Sl.No.	Details of competitive facilities
1	Bharat Star Services Delhi Private Limited

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

	2010-11			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	Low	High	Point Estimate
Gearing:																		
Pre-Tax Cost of Debt	10.50	10.50	10.50	10.75	10.75	10.75	11.00	11.00	11.00	11.25	11.25	11.25	11.50	11.50	11.50	11.75	11.75	11.75
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	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	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	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	14.26	14.26	14.26
Post-Tax FROR			12.15			12.15			12.15			12.15			12.15			12.15

IndianOil Skytanking Limited  
Delhi- Into Plane Services

Form FS (c): Contributions, Grants and subsidies (Master (ref: Section ALS of Appendix I))

**NIL**

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																							
2																							
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  
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*Figs in Rs.*

Form F7: Format for Identifying Regulatory Asset Base (ref: Section ALS of Appendix I)

Fixed Asset already commissioned as on 01.04.10-NIL								
S.N	Asset Name	Asset Type	Description of the Asset	Commission Date	Useful life(Yrs)	Original cost of Asset	Depreciation Rate	Accumulated Depreciation



IndianOil Skytanking Limited  
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*Figs in Rs.*

Form F8(a): Format for providing asset-wise information of stakeholder contributions(ref: Section A15 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  
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*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						



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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

**NIL**

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

[illegible]

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.
WPI	Work in Progress at the end of every Tariff Year
Comm	Estimated Commencing in a particular Tariff year
Close	Estimated Date of Commissioning in a particular Tariff Year
P Capex	Total Capex incurred on the project till the end of previous Control Period excluding any Capital receipts like Grants, User Contributions, etc.
Balance	Total Commissioning on the project till the end of Previous Control Period
RollOut	Project-wise Financial Allowances for the year

\*Projected values to be provided

\*Fields in italics are indicative only

Form FSD-601 (Rev. 4-98) Only To Be Filled Out by Those Who Have Not Taken the Test Within the Last 10 Years See Section A1.5 of Appendix B

NO ADDITIONAL FINANCING IS PLANNED DURING THIS PERIOD

Basic information to be provided for 12 year period for all programs will be splitting into the period of starting during the period

[illegible]

Legend	
Total Capex	Total Capex planned indicates the total forecasted capex for all assets during the next 30 years
Internal Asset	Internal Asset (from free reserves and surplus) in the year
Equity Interest	Equity interest planned during the year
User Contributions	Representing Development Fees/User Contributions, Capital Grants/Subsidies etc. planned during the year for the Capital Project
Total Debt	Total Debt planned, including capex during the year

IndianOil Skytanking Limited  
Delhi- Into Plane Services

Figs in Rs.

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

NIL

Sl. 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  
Delhi- Into Plane Services

*Figs in Rs.*

**Form F10(e): Additional Capital Projects Summary (ref: Section A1.5 of Appendix I)**

**NIL**

		Forecast WIP Assets					
		2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
<b>E</b>	<b>Opening WIP Assets</b>						
	Building						
	Plant and Machinery						
	Electrical Installation						
	Furniture and Fittings						
<b>F</b>	<b>Additions-New WIP</b>						
	Building						
	Plant and Machinery						
	Electrical Installation						
	Furniture and Fittings						
<b>G</b>	<b>WIP Capitalisation</b>						
	Building						
	Plant and Machinery						
	Electrical Installation						
	Furniture and Fittings						
<b>H</b>	<b>Closing WIP Assets</b>						
	Building						
	Plant and Machinery						
	Electrical Installation						
	Furniture and Fittings						

\*Fields in italics are indicative only

IndianOil Skytanking Limited  
Delhi- 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
<b>A</b>	<b>Department-wise Full-Time Employees</b>							
	Operations		85.00	85.00	85.00	85.00	85.00	85.00
	Maintenance		8.00	8.00	8.00	8.00	8.00	8.00
	Administration		3.00	3.00	3.00	3.00	3.00	3.00
	<b>Total</b>		<b>96.00</b>	<b>96.00</b>	<b>96.00</b>	<b>96.00</b>	<b>96.00</b>	<b>96.00</b>
<b>B</b>	<b>Department-wise-Part-Time/Contractual Employees</b>							

\*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  
Delhi- 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  
Delhi- Into Plane Services

Form F12(b): Historical Aircraft Movements (ref : Section A1.6 of Appendix I)

N/A

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  
Delhi- Into Plane Services

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

✓

IndianOil Skytanking Limited  
Delhi- Into Plane Services

*Form F12(d): Historical and Projected fuel throughput in kilolitres (ref : Section A1.6 of Appendix I)*

N/A

Year	Domestic Flights	International Flights	Forecast Error Correction Band
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  
Delhi- Into Plane Services

Form F13(a): Historical Tariff(s) and Revenue from Regulated Service (ref. Section A1.7 of Appendix I)

												Figs in Rs.			
Sl No.	Particulars	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													0.00	0.00

IndianOil Skytanking Limited  
Delhi- 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  
Delhi- Into Plane Services

*Figs in Rs.*

*Form F14(a): Annual Tariff Proposal for Tariff Year t - Format for providing information on EMAY(ref: Section A1.8 of Appendix I)*

S.N	Particulars	For Tariff Year 2010-11	For Tariff Year 2011-12
1	Yield per unit	142.21	165.87
2	Error Correction term (from year t-2)		
3	Estimated Maximum Allowed Yield (EMAY)	153.44	165.87

IndianOil Skytanking Limited  
Delhi- Into Plane Services

Form F14 (b): Annual Tariff Proposal for Tariff Year L - 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-2010-11</i>	Tariff per kilo litre		545,446.79	81,271,571.31
<i>Tariff -Aviation Fuel-2011-12</i>	Tariff per kilo litre		857,033.26	142,155,381.61
<i>Tariff 3</i>				
...				
<b>Total</b>			1,402,480.05	223,426,952.93

\* 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 Limited  
Delhi- 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- <del>2011-12</del> 2010-11	Actuals for the Tariff Year under consideration-2011-12
1	Yield Per unit	142.21	155.87
	Actual WPI during the year		8%
2	Actual Maximum Allowed Yield per unit	N/a	165.87
	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	149.00	156.45
	Revenues subject to yield cap	81,271,571.31	134,082,854.25
	Volumes	545,446.79	857,033.26
4	Over recovery of allowed yield-Error Correction		

IndianOil Skytanking Limited  
Delhi- 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 -2010-11	Actual -2011-12	Forecast as per the Multi Year Tariff Order
<i>Delhi-Into Plane Services</i>	81,271,571.31	134,082,854.25	
<b>Total Revenues from Tariff(s) for Regulated Services</b>	<b>81,271,571.31</b>	<b>134,082,854.25</b>	

# Fields in italics are indicative only



IndianOil Skytanking Limited  
Delhi- 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>			
N/A			
	Actual -2010-11	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  
Delhi- Into Plane Services

*Figs in Rs.*

*Form F21: RAB Reconciliation Statement (ref:Section A1.9 of Appendix I)*

S.N.	Particulars	Actual for the Tariff Year under consideration 2010-11	Actual for the Tariff Year under consideration 2011- 12
1	Net fixed assets as per the statutory accounts	262,703,545.37	233,614,810.92
	<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	262,703,545.37	233,614,810.92

# Fields in italics are indicative only

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

