
Fwd: IOSPL-BIAL Land lease Agreement

From : RAM KRISHAN <director-ps@aera.gov.in>
Subject : Fwd: IOSPL-BIAL Land lease Agreement
To : TRILOK CHAND <trilok@aera.gov.in>

Wed, Sep 15, 2021 02:25 PM

📎 1 attachment

fyi pl.

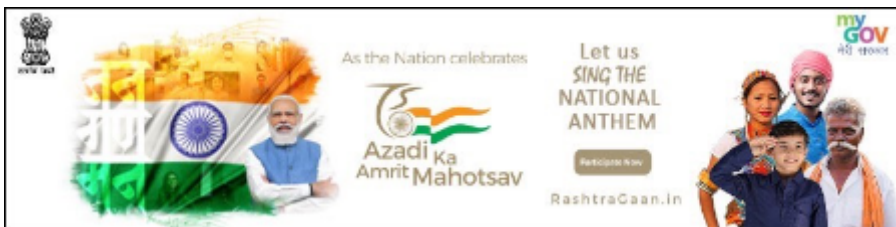
From: "bhaskar v" <bhaskar.v@BIALAIRPORT.COM>
To: "RAM KRISHAN" <director-ps@aera.gov.in>, "Jaimon Skaria" <jaimon.skaria@gov.in>
Cc: "bhaskar rao" <bhaskar.rao@BIALAIRPORT.COM>, "satyaki raghunath" <satyaki.raghunath@BIALAIRPORT.COM>, "arun c" <arun.c@BIALAIRPORT.COM>, raveen@BIALAIRPORT.COM
Sent: Wednesday, September 15, 2021 2:18:26 PM
Subject: IOSPL-BIAL Land lease Agreement

Dear Sir,

PFA the "Amendment to User License Agreement" that needs to be considered as additional response by BIAL to the Consultation Paper 13/2021-22 for IOSPL. The attached document contains the schedule of lease rentals payable by IOSPL to BIAL for the revised term till May 2033.

We request you to please consider the lease rentals as per Schedule C of the attached document for the purpose of tariff determination for IOSPL.

Regards,
Bhaskar



 **Amendment to User License Agreement.pdf**
377 KB

Ref: BIAL/S&D/21-22-AB14

9th September, 2021

Indianoil Skytanking Private Limited (IOSPL)
Fuel Farm Facility, Kempegowda International Airport,
Bengaluru - 560 300

Kind Attn: Mr. T.S Dupare, Chief Executive Officer.

Dear Sirs,

Sub: Amendment Letter to User License Agreement dated March 1, 2006

Ref:

1. User License Agreement dated 1st March, 2006 executed between (i) Indian Oil Corporation Limited, (ii) Indian Oiltanking Limited and (iii) Skytanking Holding GMBH ("Users") and BIAL.
2. Novation Agreement dated December 5, 2006, entered into between BIAL, Users (as referred above) and IOSPL.

Pursuant to our discussions on the subject matter and as per Clause 12 of the User License Agreement which allows the parties to carry out any amendments/ modifications to the User License Agreement on a mutually agreeable terms and conditions by way of exchange of letters which would be binding on the parties, the following amendments to User License Agreement are being proposed by BIAL:

1. The term "Land" as mentioned in Recital C, shall be replaced with "Schedule Property".
2. Clause 1 of the User License Agreement shall stand deleted and replaced with the following:

1(a) BIAL has agreed to grant license to use, occupy and access the property as more particularly specified in Schedule A ("Schedule Property") to IOSPL on "as is where is basis" for a period of 11 years 8 months commencing from October 1, 2021 to May 23, 2033 (License Term), to, among other things, carry out storing, handling and supplying aviation turbine fuel to aircraft stands using underground fuel hydrant system as more particularly provided in Schedule B ('Permitted Use').

1(b) IOSPL is granted the right to carry out the Permitted Use in accordance with the (i) guidelines and instructions of BIAL; (ii) applicable law and in compliance with the directions, rules, regulation, etc., laid down by relevant authority.



Registered Office : Administration Block, Alpha 2, Kempegowda International Airport, Bengaluru - 560 300, India Page 1 of 6

1(c) IOSPL shall be responsible for and shall ensure to procure and keep valid all the required approvals, licenses, permits related to construction, occupation and operation pertaining to the Permitted Use in the Schedule Property. BIAL shall extend co-operation and also render all requisite assistance to IOSPL to secure any approvals, licenses, and permits that may be required thereof under any applicable law that may be in force from time to time.

3. Clause 2 of the User License Agreement shall be replaced with the following:

2(a) IOSPL shall pay to BIAL such amount stipulated in Schedule C hereunder as monthly rent for the Schedule Property (the 'Rent') plus applicable taxes including Goods and Services Tax ('GST'), commencing from October 1, 2021 ("Rent Commencement Date").

2(b) IOSPL agrees and acknowledges that, the Rent does not include the utility charges and other services to the Schedule Property, which shall be solely borne by IOSPL and or its contractors/partners/joint developers.

2(c) Starting from the Rent Commencement Date, BIAL shall raise an invoice in accordance with all applicable tax laws for the Rent plus applicable taxes, on the basis of particulars shared by IOSPL and IOSPL shall pay the agreed Rent plus applicable taxes to BIAL in advance, on or before the fifth day of each month or within 5 (five) days from the receipt of the invoice, whichever is later. Notwithstanding anything to the contrary contained herein the Rent and all other amounts payable to BIAL under this Letter Amendment shall be paid to the designated account notified by BIAL. Any delay in payment, shall attract late fee/interest at five percent (5%) per month from the due date up to the date of actual receipt of all due payment by BIAL.

2(d) Security Deposit: IOSPL shall pay to BIAL an interest-free, refundable amount of INR 10,83,41,550/- (Rupees Ten Crores Eighty-Three Lakhs Forty-One Thousand Five Hundred and Fifty only) as security deposit. (the "Security Deposit"), by Rent Commencement Date

2(e) The Security Deposit shall be by way of Demand Draft(s) drawn in favour of "Bangalore International Airport Limited" payable at Bengaluru or through a unconditional bank guarantee in the form acceptable to BIAL. At the end of each financial year there shall be an escalation of 5% to the Security Deposit. IOSPL shall either deposit the incremental amount with BIAL or amend the bank guarantee accordingly within 10 days from the commencement of each financial year.



2(f) The Security Deposit shall be refunded to the IOSPL within 3 (three) months of expiry of the License Term or early termination of the User License Agreement subject to applicable deductions and handing over of possession of the super structure erected on Schedule Property to BIAL.

4. Clause 4 stands deleted.

These amendments, upon becoming effective, shall form an integral part of the User License Agreement and save for the proposed amendments specified above all the other terms and conditions of the User License Agreement shall remain unchanged and continue in their full force and effect.

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Service Provide Right Holder Agreement (hereinafter referred to as SPRH Agreement) and Operating Agreement both dated March 1, 2006.

In the event of any conflict or inconsistency between the provisions of this Amendment Letter and the provisions of User License Agreement, the terms of this Amendment Letter shall prevail.

Please convey your unconditional acceptance of the amendments and return the duplicate copy as token of your acceptance.

 <p>For BANGALORE INTERNATIONAL AIRPORT LIMITED</p>  <p>Name: Bhaskar Anand Rao Designation: Chief Financial Officer</p>	<p>Accepted</p> <p>For INDIANOIL SKYTANKING PRIVATE LIMITED.</p>  <p>09/09/2024</p> <p>Name: T.S Dupare Designation: Chief Executive Officer</p> 
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SCHEDULE A

SCHEDULE PROPERTY

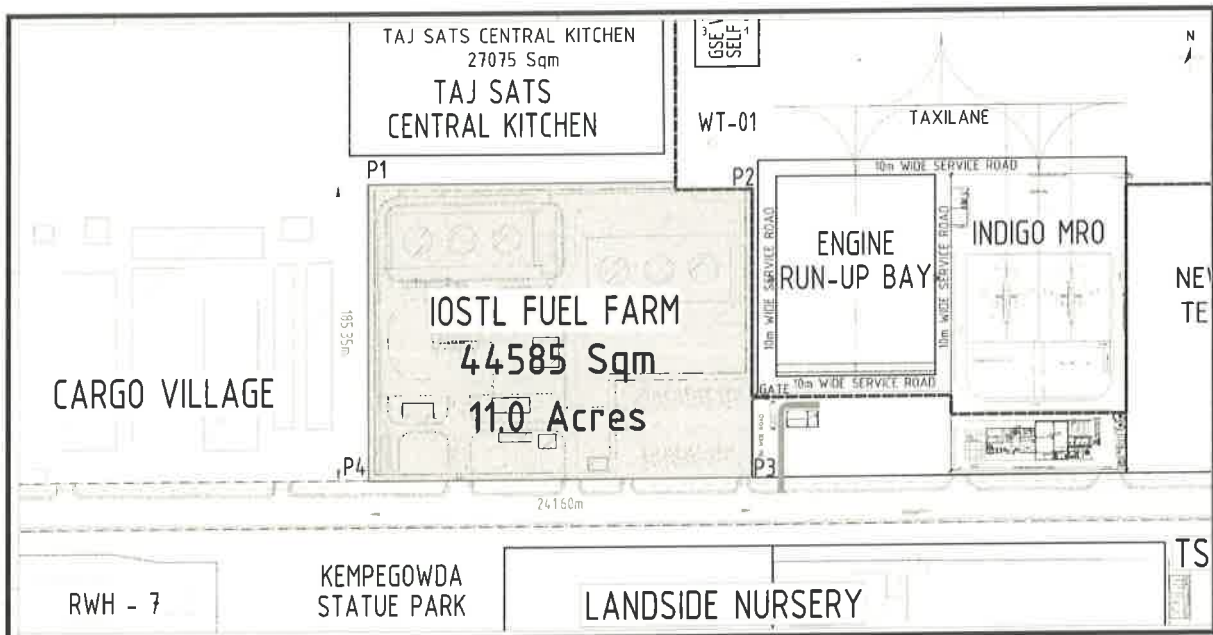
All that piece and parcel of immovable property being land measuring an extent of 44585 Sq. Mts comprised in Survey No. 55 of Yarthiganahalli Village Devanahalli Taluk, Bengaluru Rural District, Karnataka - 560300 and bound on;

- North by: Sy No # 55
- South by: Sy No # 55
- West by: Sy No # 55
- East by: Sy No # 55

And within the airport campus

- North side - Taj SATS Central Kitchen (Future) / Part of Airside
- East side - Engine Run-up Bay
- South side - North Cargo Road & KG Statue Park
- West side - Cargo Village

A sketch of the Schedule Property is annexed hereto.





C8 - IOSTL FUEL FARM PLOT COORDINATES

POINT ID	Easting	Northing	Easting	Northing	Latitude	Longitude	FGL
	BLR-GROUND	BLR-GROUND	UTM43-GRID	UTM43-GRID	Degrees	Degrees	AMSL
P1	18126.0270	30208.1780	790787.6597	1460971.6250	13°12'5.302"N	77°40'58.1"E	909.00
P2	18367.6020	30203.9790	791029.3652	1460967.4237	13°12'5.081"N	77°41'6.16"E	911.75
P3	18367.6610	30023.5470	791029.4242	1460786.8943	13°11'59.21"N	77°41'6.09"E	910.75
P4	18126.4830	30022.8420	790788.1160	1460786.1889	13°11'59.27"N	77°40'58.0"E	907.00

SCHEDULE B

PERMITTED USE

- to carry out the design, construction and testing of the Works, to finance and commission the Facility and remedy any defects in respect thereof, in accordance with SPRH Agreement.
- to function as the Operator of the Facility in accordance with the Operating Agreement.



Schedule C

RENT AND ESCALATION OF RENT

Fiscal Year	Year of Operation	Monthly Rent (in INR)	Period	Annual Rent (in INR)
FY 21-22	1	1,80,56,925/-	1-10-2021 to 31-03-2022	10,83,41,550
FY 22-23	2	1,89,59,771/-	1-04-2022 to 31-03-2023	22,75,17,255/-
FY 23-24	3	1,99,07,760/-	1-04-2023 to 31-03-2024	23,88,93,118/-
FY 24-25	4	2,09,03,148/-	1-04-2024 to 31-03-2025	25,08,37,774/-
FY 25-26	5	2,19,48,305/-	1-04-2025 to 31-03-2026	26,33,79,662/-
FY 26-27	6	2,30,45,720/-	1-04-2026 to 31-03-2027	27,65,48,645/-
FY 27-28	7	2,41,98,006/-	1-04-2027 to 31-03-2028	29,03,76,078/-
FY 28-29	8	2,54,07,907/-	1-04-2028 to 31-03-2029	30,48,94,882/-
FY 29-30	9	2,66,78,302/-	1-04-2029 to 31-03-2030	32,01,39,626/-
FY 30-31	10	2,80,12,217/-	1-04-2030 to 31-03-2031	33,61,46,607/-
FY 31-32	11	2,94,12,828/-	1-04-2031 to 31-03-2032	35,29,53,937/-
FY 32-33	12	3,08,83,470/-	1-04-2032 to 31-03-2032	37,06,01,634/-
FY 33-34	13	3,24,27,642/-	1-04-2033 to 23-05-2033	5,64,86,862/-

