

# भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

F/No-AAI/JVC/CSMIA/Tariff/2024-25//1578

Dated 16.04.2025

The Secretary,
Airport Economic Regulatory Authority of India,
AERA Building, Administrative Complex,
Safdarjung Airport,
New Delhi-110003.

Subject: Consultation paper no 08/2024-25 in respect of determination of aeronautical charges Chhatrapati Shivaji Maharaj International Airport for the 4th control period.

Reference: - AAI's Comments on Consultation paper no 08/2024-25 dated 10.03.2025 and AERA e-mail dated 18.03.2025.

Sir,

This has reference to AERA's consultation paper no 08/2024-25 dated 10.03.2025 in the matter of determination of Aeronautical Tariff in respect of Chhatrapati Shivaji Maharaj International Airport for the 4<sup>th</sup> Control period (01.04.2024 to 31.03.2029). Further reference is also invited to AERA's e-mail dated 18.03.2025 wherein AAI's comments on Para 6.2.18, 6.2.19, 6.2.20, 6.3.105 to 6.3.133 and Para 9.2.40 of consultation Paper were sought.

As desired, para wise comments of AAI on the above subject are as under::-

a) PARA 6.2. 18 & 6.2.19 of consultation Paper in respect of NATS Study /Master plan for MIAL

In order to achieve 50 to 55 Air Traffic Movements (ATMs) (including non-scheduled) in a phased manner, the following factors will need to be met:

- > A comprehensive study regarding the requirements for Ground infrastructure like Taxiways, proper positioning of Rapid Exit Taxiways (RETs), etc.
- > Terminal location and capacity including cityside infrastructure.
- Monitoring and adherence to slots by the Airport Operator (curtailing early arrivals, late arrivals and late departures)
- Proper enforcement of Runway Occupancy Times (ROTs).
- Proper fleet mix (less number of low performance aircraft).

Slot allotments shall be done considering the seasonal disruptions particularly during the monsoon season.

्राजीव गांधी भवन Rajiv Gandhi Bhawan सफदरजंग ह्वाई अङ्डा नई दिल्ली—110003 Safdarjung Airport, New Delhi-110003

दूरभाप: 24632950 Phone: 24632950

- > Technological requirements:
- Decision Support Tools
- AMAN, DMAN
- > Procedure Review
- > Controllers' Training
- Airspace Review especially in the light of operationalization of Navi Mumbai International Airport.
- > Fast time simulation modelling.

# b) Para (6.2.19,6.2.20, 6.3.105 to 6.3.133 of consultation Paper) in respect of Terminal 1 (Demolition/ Reconstruction

- Points 6.2.19 6.2.20: It is observed that MIAL has provided a three-year timeline for reconstruction of T-1. Demolition and reconstruction of T-1 has been coincided with the opening of Navi Mumbai.
- 2. Points 6.3.105 6.3.133: It is observed that MIAL has intimated its need for demolition of the existing terminal buildings and reconstruction of Terminal T-1.
- 3. Further as per the Data received from MIAL vide letter dated 28.03.2025( copy enclosed), following are the comments.
  - a. As per MIAL, the present peak hour Runway capacity in terms of passengers is approx. 8500 pax which may be increased to 9200 pax after upgradation of the facilities and procedures. Inter alia broadly speaking, it means that in peak hour the runway can handle 4250 to 4600 departure passengers in peak hour. Refer Point (ii)
  - b. As per the data made available by MIAL, The T1 complex consists of T1A+T1B+T1C out of which T1A is not in use, and the balance infrastructure i.e. T1B+T1C combined has a total (A+D) peak hour capacity of 900 pax per hour (8500-7600). Refer Point (iv)
  - c. As per data made available by MIAL, the T-2 has a Domestic Departure peak hour capacity of 3400 pax per hour which is expected to be increased to 4000 pax per hour. **Refer Point (v)**
  - d. From point (a) to (c), it is imperative to get to your notice that there is a difference of approx. 850 600 departure peak hour passengers and MIAL plans to develop a new Terminal for more than 7000 peak hour pax i.e., approx. 3500 departure pax in peak hour which means that after the construction of T-1, the total peak departure passengers will be approx. 7500 departure peak (T2- 4000+ New T1 3500 pax) pax as against the Runway capacity of approx. 4600 pax departure peak which seems to be on the higher side. Refer Points (v) and (vi)
  - e. The above calculations have been made assuming that in the peak hour, there will be only domestic scheduled traffic movements .
- 4. AAI accepts the reasoning for demolition of T1 infrastructures and its reconstruction. However, it can be done in a phased manner.
- 5. It is felt that the MIAL proposal can be redesigned to take up the project of reconstruction of Domestic Terminal complex in a phased manner by initially demolishing Terminal T-1A first of all.

12/

## c) Para 9.2.40 of consultation Paper regarding usage of land 23930 sqmtrs

It may be noted that supplementary Lease deed in respect of 23930 sqmtrs land has been executed on 27/06/2024 (Copy enclosed). As per supplementary Lease deed, the usage of land shall be governed by the terms of OMDA and lease deed dated 26.04.2006. Accordingly MIAL can use the land for Aeronautical and Non-aeronautical purposes. However, Land Area utilized for provision of Non-Transfer Assets shall not exceed ten percent (or such different percentage as set forth in the master plan norms of the competent local authority of Mumbai, as the same may change from time to time ) of the total land area constituting the Demised premises as per clause 2.2.4 of OMDA.

This issues with the approval of the Competent Authority.

Thanking You,

Your's sincerely,

(L. Kuppulingam)
Executive Director (JVC)

Encl:- As above.



MIAL/C00/2024-25/2803/01

28th March 2025

Τo

The Executive Director Airport Authority of India, Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi - 110 003

Sic.

Subject: Intimation of complete closure of operations at Terminal 1 (constituting Terminal 1A, 1B and 1C), Chhatrapati Shivaji Maharaj International Airport ("CSMIA"), at Santacruz, Mumbai ("Terminal 1")

Ref: MIAL Letter No. MIAL/CEO/24-25/078 dated 28th January 2025
MoCA Letter No. AV-24032/41/2015-AD dated 11th February 2025
MIAL Letter No. MIAL/CEO/24-25/091 dated 24th February 2025
AAI Letter No. AAI/JVC/E-264584/MIAL/2025/1552 dated 21th March 2025

With reference to AAI letter dated 21st March, 2025 please refer below point-wise response for your perusal:

- Details are required to be provided vis-à-vis Peak Hour Aircraft and Passenger Movements.
   Year-wise FY'24-25 to FY'29-30 following peak hour details to be provided for CSI Mumbal separately.
   Int'l and Domestic (in the same peak hour)
  - (i) Maximum Runway peak hour capacity w.r.t no. of aircraft movements

Sr. No.	Particulars	2025	2025	2027	2028	2029	2030
(1)	Maximum Runway peak hour capacity w.r.t no. of aircraft movements		the mass optimisa upgrade moveme Upgrade	tions, tech s, capacity nts/hour (2 s will be im	l, simultani nology and can increa 6 dep + 26 plemented		edure

#### (ii) Maximum Runway peak hour capacity w.r.t no. of passengers envisaged

Sr. No.	Particulars	2025	2026	2027	5058	2029	2030
(i)	Maximum Runway peak hour capacity w.r.t no. of passengers envisaged	Peak hour pax capacity = ~8.500 pax/hr	recommen	needed to posted in the sed gradual	provide this master plan	pax/hr higher capa and will be phasing of	

Mumbal International Airport Limited Chastragati Shwaji Maharal International Airport 1st Phor, Terminal 18. Santacruz (E). Mumbai 400 099. Maharashtra, India CN: 145200MH2006PLC160164

Tel +91 22 6685 0900 / 6685 0901 csmia.adaniairports.com



#### (iii) Proposed/Assumed reduced runway peak hour capacity w.r.t no. of aircraft movements

Sr. No.	Particulars	2025	2026	2027	2028	2029	2030
(i)		There is no proposed / assumed reduced RWY peak hour movem capacity caused by the closure of Terminal 1.			ents		

# (iv) Proposed/Assumed reduced runway peak hour capacity w.r.t no. of passengers (Domestic & Int'l separately in the same peak hour)

Sr. No.	Particulars	2025	2026	2027	2028	2029	2030
(i)		to peak hou increased of However, d decrease fr between F	ur movemen lemand of n ue to closur rom -8,500 r2026 - FY2	ts on the RW on-schedule e of Termina pax/hour (T1 2028, After r	/Y (see point d flights (e.g.	above). This i GA). lour passeng ) pax/hour (T I1 in Septemi	r capacity due is because of er capacity will 2 only) ber 2028

# (v) Maximum Terminal 2 peak hour capacity w.r.t no. of passengers (Domestic & Int'l separately in the same peak hour)

Sr. No.	Particulars	2025	2026	2027	2028	2029	2030
(1)	Maximum Terminal 2 peak hour capacity w.r.t no. of passengers (Domestic & Int'I separately in the same peak hour)	Current T2 annual capacity is evaluated up to 40 MAP with following peak hour capacities: - Domestic departures = 3,407 pax/hour - Domestic arrivals = 3,745 pax/hour - International departures = 1,744 pax/hour - International arrivals = 1,734 pax/hour	enhan increa capaci - Domi - Domi - Inter	cements a se to 45 M (ties: estic depa estic arrivi national d	is per the m IAP with fol rtures = 4,0 als = 3,800 i epartures =	ng facilities aster plan o lowing peak 00 pax/hour pax/hour 2,400 pax/h 00 pax/hour	apacity can hour r

Mumbai International Airport Limited Chatrapati Shivaji Maharaj International Airport 1st Floor Terminal III Santactus (F)



(vi) Maximum new Terminal 1 peak hour capacity w.r.t no. of passengers (Domestic) - Once constructed

Sr. No.	Particulars	2025	2026	2027	2028	2029	2030
(1)	Maximum new Terminal 1 peak hour capacity w.r.t no. of passengers (Domestic) - Once constructed		N/A since new Terminal is expected to be ready by September 2028		capacity peak hou	T1 opens with 20 MAP capacity and associated peak hour passenger capacity of 3,400	

Impact on airside operations at CSMIA, Mumbal
MIAL Response: Reconstruction of Terminal-1 will not have any significant impact on airside operations.
However, due to the redevelopment of Terminal-1, certain aircraft stands may need to be closed on a
temporary basis. Closure of the same will be planned in a phased manner to ensure minimal impact on
the airside operations.

3. Reallocation plan of concessionaires of Terminal 1 MIAL Response: Since Terminal 1 will be completely shut down, the concession agreements will be terminated. However, as and when any requirement arises at Terminal 2, the concessionaires can participate in the bidding process in accordance with terms and conditions of the OMDA.

4. Analysis of traffic pattern MIAL Response: As stated earlier in our response dated 21.02.2025, below table shows the capacity of CSMIA projected traffic projects that will be handled by two airports for the period FY'24-25 to FY'29-30:

Capacity and Demand Assessment (mppa)	FY'24-25	FY'25-26	FY'26-27	FY'27-28	FY'28-29	FY'29-30
		+	+		+	+
MIAL TZ	40	45	45	45	45	45
MIAL T1	15			•	20*	20
MIAL Capacity (T2 + T1) (A)	55	45	45	45	65	65
MIAL Traffic Projections (Constrained Demand)	54	45	41	42	48	55

\*Expected to be operationalized in the middle of the respective year.

CSMIA is having current capacity of 55 mppa (T1 15 mn + T2 40 mn) which is almost fully utilized. MIAL has initiated various projects which are at different stages of implementation and these projects once completed will enhance the capacity of Terminal 2 from 40 mppa to 45 mppa.

Mumbai International Airport Limited



 Impact on revenue of MIAL due to decrease in capacity of CSMIA, Mumbai and shifting of traffic to NMIAL due to demolition of existing Terminal-1 till the operationalization of newly constructed Terminal-1

MIAL Response: AERA has assessed the impact of demolition Terminal 1 while computing Target Revenue/Tariff of Fourth Control Period. Refer Consultation Paper dated 10 March 2025 issued by AERA in which impact of demolition of Terminal 1 on traffic and other regulatory building blocks of tariff has been considered by AERA. It is to be noted that numbers can change in the final tariff order which will be issued by AERA based on comments from stakeholders. Consultation Paper is available on website of AERA.

Hope you will find the above information in order.

Thanking You,

For Mumbai International Airport Limited

Hitarth Mankodi Chief Operating Officer



महाराष्ट्र MAHARASHTRA

0 2023 0 एक एक र ते ४२

CL 513610 प्रधान मुद्रोक कार्यालय, मुंबई प्रभुक्तिक ८०००५१

2 B JUN 2024

सक्षम अधिकारी

N. ALLIUSER

Certified under section 4) of the Burnhay Surany Acr, 1958 that this instrument to exempted from payment of strain duty

This cost ficts is subject to the previous of uncion 53-A of Bossley Stamp Act, 1956.
Face LETALISM

1 0 JUL 2024

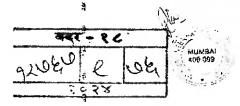
Culticator Street

SUPPLEMENTAL LEASE DEED

his Supplemental Lease Deed is made on this 27th day of June 2024, by and between:

Airports Authority of India, an authority constituted under the Airports Authority of India Act, 1994, and having its principal office at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi – 110 003 (hereinafter referred to as

the "Lessor") of the One Part; and



Mumbai International Airport Limited, a company incorporated under the Companies Act, (I of 1956), and having its registered office at Chhatrapati Shivaji Maharaj International Airport, 1<sup>st</sup> Floor, Terminal 1B, Santacruz (E), Mumbai -400 099 (hereinafter referred to as the "Lessee") of the Other Part.

The Lessor and the Lessee are hereinafter collectively referred to as "Parties" and individually as "Party".

#### WHEREAS:

- By and under an Operation, Management and Development Agreement dated 4th April 2006 executed between the Lessor and the Lessee herein (hereinafter referred to as the "OMDA"), the Lessor has granted to the Lessee the right to operate, maintain, develop, design, construct, upgrade, modernize, finance and manage the Chhatrapati Shivaji International Airport (hereinafter referred to as the "Airport") in accordance with the terms and conditions of OMDA;
  - Pursuant to the OMDA, by and under a lease deed dated 26th April 2006, executed between the Lessor and Lessee herein and registered with the Sub-Registrar of Assurances at Mumbai under serial no. BDR/9601/2006 (hereinafter referred to as the "Lease Deed"), the Lessor has demised, granted and assured unto the Lessee all those pieces and parcels of land described, delineated and shown in Schedule I of the Lease Deed, other than the Existing Leases and Carved Out Assets as described therein and in the OMDA, along with buildings or construction or immoveable assets thereon, if any, to hold the same together with all the singular rights, liberties, privileges, easements and appurtenances thereto hereditaments or premises or any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, for the term and purposes as set out under the OMDA;

Due to Order dated 02.05.2001 in Notice of Motion 1277/2000 passed in Suit No. 6846 of 1999 before the Hon'ble Bombay High Court land parcel admeasuring 000 square metres, more fully described in Schedule - I to this Supplemental e Deed, and referred to hereinafter as the "Schedule Premises", was separately

arcated in Schedule - I of the Lease Deed dated 26.04.2000 and was in nated, sold and transferred to any third party;

رح)

During pendency of the Suit, the Lease Deed dated 26.04 2006 came to be expended with the Lessec, as mentioned hereinbefore, Schedule - I thereof, stating "the

parcel of land measuring 31000 sq.m. is currently not made part of the lease deed

but may become part of the demised premises subject to the court verdict". The said Suit came to be dismissed by way of an order of the ombay High Court

dated 29th March 2022. Subsequent thereto, the Lessee, by way of a letter dated 18th April 2022, informed the Lessor of the dismissal of the Suit with a request for execution of a Supplemental Lease Deed related to the Schedule Premises in favour of the Lessee. The Lessor, by way of a letter dated 22th May 2024, stipulated certain commercial terms in respect thereof, and the Lessee responded by its letter dated 29th May 2024. Thereafter, Parties exchanged further correspondences in this regard, as enclosed herewith as Annexure.

The Parties hereto are now desirous of setting out the terms and conditions for effectuating the lease of the Schedule Premises by the Lessor in favour of the Lessee as hereinafter provided.

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

#### ARTICLE-I

### **DEFINITIONS AND INTERPRETATIONS**

1.1. In this Supplemental Lease Deed, except where the context otherwise requires, the following words and expressions mean the following:

"Schedule Demised Premises" means the Schedule Premises, i.e., the land demised along with any buildings, constructions, or immoveable assets, if any, thereon as described in Schedule - I hereto.

Other capitalized terms used herein (and not defined herein) but defined under the OMDA and the Lease Deed shall have the meaning ascribed to the terms under the OMDA and the Lease Deed respectively.

In this Supplemental Lease Deed, unless the context otherwise requires, the ruless interpretation mentioned in Article 1.2 of the OMDA shall apply

ARTICLE - 11

GRANT OF LEASE

9248 93 48

On and from the date of execution hereof, and in consideration as stipulated, OMDA, the Lease Deed, Upfront Fee, and the covenants and warranties on the part of the Lessee and the Lessor therein and herein contained, the Lessor hereby, in accordance with the Airports Authority of India

conditions set forth in the OMDA, the Lease Deed and this Supplemental Lease Deed, demises in favour of the Lessee the Schedule Demised Premises to hold the said Schedule Demised Premises together with all singular rights, liberties, privileges, easement and appurtenances whatsoever to the said Schedule Demised Premises, hereditaments or premises or any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith for the duration of the Term for the purposes of development of the Airport as set forth in the OMDA.

رين

- All the covenants, conditions, restrictions, powers, indemnities and provisions contained in the Lease Deed shall be read and construed as applicable to and shall apply to the entirety of the Schedule Demised Premises so demised to the Lessee as aforesaid in as full and ample a manner as if the said Schedule Demised Premises hereby demised had been included in the demise by the Lease Deed created and such entirety of the said Schedule Demised Premises shall henceforth remain and be liable and subject to all such covenants, conditions, powers, indemnities and provisions contained in the Lease Deed. The Term of this Supplemental Lease Deed shall be for a term co-terminus with the term of the Lease Deed dated 26.04.2006.
- That this Supplemental Lease Deed shall be subject to and governed by the terms of the OMDA and Lease Deed dated 26.04.2006, and in case of any conflict of interpretation between this Supplemental Lease Deed, the Lease Deed and the OMDA, the OMDA shall prevail.

Subject to the terms and conditions of the OMDA and the Lease Deed, in relation to the Schedule Demised Premises, the Lessee has additionally agreed to fulfill the following conditions in respect of the said Schedule Demised Premises, which are as follows:

That the Lessee shall pay an annual lease rent at the rate of 6% (six percent) of the applicable 'ready reckoner rate' for the year 2024 for a portion of the Schedule Demised Premises admeasuring 23,930 (Twenty-Three Thousand, Nine Hundred and Thirty) square metres, which is exclusive of 7070 (Seven Thousand and Seventy) square metres (already utilised for purposes of constructing the elevated road connecting the terminal 2 (tigo) of the Airport for the benefit of the Airport users at large), which shall be an amount of INR 13.66,02,012/- (Rupces Thirteen Crores, Sixty-Six Lakhs, Two Thousand and

Twelve only) together with the applicable taxes thereon; with an escalation at the rate of 15% (fifteen percent) after every 3 (three) years for the remainder

ferm of the OMDA with effect from FY 2024-'25 onwards;

26

OR

The revenue share of 38.70% (thirty-eight-point-seven percent) generated from the Schedule Demised Premises;

Whichever is higher.

- b. That the usage of the Schedule Demised Premises shall be governed by the terms of the OMDA and the Lease Deed dated 26.04.2006.
- c. That the Lessee shall maintain separate books of accounts for the revenue accrued from the Schedule Demised Premises, admeasuring 23,930 (Twenty-Three Thousand, Nine Hundred and Thirty) square metres, and shall share the same with the Lessor for determination of revenue shareable with the Lessor, as may be applicable.

Lessee accepts the terms and conditions set forth in this deed.

In accordance with the afore-stated conditions, the Lessee has paid an amount of INR 14,75,30,173/- (Rupees Fourteen Crores Seventy Five Lacs Thirty Thousand One Hundred Seventy Three only) to the Lessor on 04th June 2024 by way of bank transfer, with UTR No. SCBLR12024060400817589[RTGS]SBIN0001174, against the invoice raised by the Lessor in this regard, the receipt whereof is hereby acknowledged by the Lessor.

2.6. The aforesaid amount paid by the Lessee to the Lessor, as stated hereinbefore, is for the period between 01st April 2024 and 31st March 2025.

### List of annexures:

- 1) MIAL Letter bearing Ref No. MIAL/CEO/24-25/014 dated June 4, 2024
- AAI letter bearing Ref No. AAI/RHQ/WR/LM/RCC/2012/Vol.XVI/2185 dated June 3, 2024
- MIAL Letter bearing Ref No. MIAL/CEO/24-25/013 dated May 29, 2024
- AAI Letter bearing Ref No. LAO/1442/1/91/Vol-X (Part) /Computer No.147028/ 148dated May 22, 2024
- 5) MIAL Letter bearing Ref No. MIAL/CFO/2022/1 dated April 18, 2022









(2)

(

IN WITNESS WHEREOF, the Parties have executed this Supplemental Lease Deed as of the day, month and year, first above written.

SIGNED, SEALED AND DELIVERED Airports Authority of India, the Lesso Above named in the presence of

1. Oblandian' MAYA R. CHAUPHARI, DOL



J. Liberhy.. 2. A.M.A.SHHK, SM(LM), AM, WR

SIGNED, SEALED AND DELIVERED by Mumbai International Airport Limited, the Lessee Above named in the presence of







बदर	- 86			
92UEC	98	હક્		
20.58				

SCHEDULE - I Description of the Scheduled Demised Premises

Sr.No.	Location of Land	Corresponding CTS No.	Description of Lease Land (Area in Square Meters)
1	Opposite to Terminal 2 of CSI Airport, Mumbai.	Village Marol and CTS No. 145A of Village	sqm of Village Sahar land.
		Sahar, Taluka – Andheri, Mumbai Suburban District.	2) Out of which 7070 sqm land of Village Marol has been already used to construct the elevated road to Terminal 2 of the Airport.
			3) Balance 23930 sqm of land comprising 10518 sqm of Village Marol and 13412 sqm of Village Sahar has been mentioned in this Supplemental Lease Deed at Clause 2.4(a) & (c).

