

AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF

THE REPUBLIC OF INDIA

AND

THE GOVERNMENT OF

GEORGIA

Ashtak

3.3.2011

The Government of Republic of India and the Government of Georgia
(hereinafter referred to as the "Contracting Parties")

Being parties to the "Convention on International Civil Aviation" opened for
signature at Chicago on December 7, 1944;

Desiring to promote International air services between their respective territories;
and

Desiring to promote an International aviation system based on competition
among airlines; and

Desiring to ensure the highest degree of safety and security in international air
services and reaffirming their grave trouble about the acts or threats against the
security of aircrafts, which jeopardize the safety or persons or property, adversely
affects the operation of air service and undermine public confidence in the safety
of civil aviation;

Have agreed as follows:


Article 1

Definitions

For the purpose of this Agreement, unless the context otherwise requires, the
term:

1. "Aeronautical authorities" means, in the case of Republic of India, Ministry
of Civil Aviation and / or the Directorate General of Civil Aviation and in the case
of Georgia, the Ministry of Economy and Sustainable Development of Georgia
and/or Civil Aviation Agency, or, in both cases, any person or body who may be
authorized to perform any functions at present exercisable by the above-
mentioned authorities or similar functions;

2. "Agreements" means this agreement, its annex, and any amendments
thereto;



3. "Convention" means the "Convention on International Civil Aviation", opened for signature at Chicago on December 7, 1944 and includes any amendments that have entered into force under Article 94 (A) of the Convention and has been ratified by both parties, and any amendment thereto adopted under Article 90 of the Convention, in so far as such Annexes or amendments are at any given time effective for both parties;
4. "Air service", "International Air service", "Airline" and "Stop for Non-traffic Purposes" shall have the same meaning as assigned to them in Article 96 of the Convention;
5. "Designated Airlines" means an airline designated and authorized in accordance with Article 3 (Designation and Authorization of Airlines) of this Agreement;
6. "Tariff" means any fare, rate or charge for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air service charged by airline(s), including the tariffs established by their agents and the conditions governing the availability of such fare, rate or charge;
7. "Territory" shall have the same meaning as assigned to it in Article 2 of the Convention;
8. "User Charges" means a charge imposed on airline(s) for the provisions of the airport, air navigation or aviation security services, including other relevant related services and facilities for aircraft, passengers, baggage and cargo;
9. "full cost" means the cost of providing service plus a reasonable charge for administrative overhead;
10. "intermodal air transportation" means the public carriage by aircraft and by one or more surface modes of transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;
11. "Capacity" means the amount(s) of services provided under the Agreement, usually measured in the number of flights (frequencies) or/and seats or/and tons of cargo offered in a market (city pair, or country to country) or on a route during a specific period, such as daily, weekly, seasonally, or annually.



Article 2 Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the appropriate section of the Annex to this agreements. Such services and routes shall hereinafter be called the "agreed services" and "the specified routes", respectively.
2. Subject to the provisions of this agreement, the designed airline(s) if each Contracting Party shall enjoy the following rights:
 - a) To fly without landing across the territory of the other Contracting Party;
 - b) To make stops in the territory of the other Contracting Party for non-commercial purposes; and
 - c) While operating an agreed service on the specified route in the Annex to this Agreement, the designated airlines(s) of each Contracting shall also enjoy the rights to embark and disembark, in the territory of the other Contracting Party, international traffic of passengers and cargo including mail, separately or in combination.
3. The airline(s) of each Contracting Party not designated under Article 3 of this agreement shall also enjoy the rights specified in clauses (a) and (b) of paragraph 2 of this Article.
4. Nothing in paragraph 2 of this article shall be deemed to confer on the designated airline(s) of any Contracting Party, passengers and cargo including mail destined for another point in the territory of that other Contracting Party.
5. If special and unusual circumstances arise and a designated airline of one Party is unable to operate a service on this normal routing, the other party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes as is mutually decided by the parties.

Handwritten signature in blue ink

Handwritten signature in black ink

6. The designated airlines of one Party shall have the right to use airspace, airports and other facilities provided by the other Party on a non-discriminatory basis.

Article 3

Designation and Authorization of Airlines

1. Each Contracting Party shall have the right to designate airline(s) for operating the agreed services on the specified routes and to withdraw or alter such designation. Such designations shall be made in writing and transmitted to the other Contracting Party through diplomatic channels. The notice about designation shall include the information if the airline is authorized to conduct the type of air services determined by the Annex.
2. Upon receipt of such designation and application form from the designated airlines(s), the other Contracting Party shall grant the appropriate operating authorization in the form and manner prescribed for the purpose, with minimum procedural delay, provided that:
 - a) The substantial ownership and effective control of that airline are vested in the Contracting Party designating the airlines or its nationals;
 - b) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied by the Contracting Party considering the application for operation of international air services; and
 - c) The Contracting Party designating the airline is maintaining and administering the standards set forth in Article 9 (safety) and Article 10 (Aviation Security) of this Agreement.

Article 4

Revocation or Suspension of Operating Authorization

1. Either Contracting Party may revoke or suspend the operating authorization granted to an airline designated by the other Contracting Party or impose conditions stipulated below:



- a) the substantial ownership and effective control of that airline are not vested in the other Contracting Party or its nationals;
- b) that airline has failed to comply with the laws and regulations referred to in article 6 (Application of Laws) of this Agreement ;or
- c) the other Contracting Party designated the airlines is not maintaining and administering the standards set out in Article 9 (safety) of this Agreement.

2. Unless immediate action is essential to prevent further non-compliance with clause (b), (c) of paragraph 1 of this article, the rights established by this Article shall be exercised only after consultation with the other Contracting Party.

3. This article does not limit the rights of either Contracting Party to withhold, revoke, limit or impose conditions on the operating authorization of an airline of the other Contracting Party in accordance with the provisions of Article 10 (Aviation security) of this Agreement.

Article 5

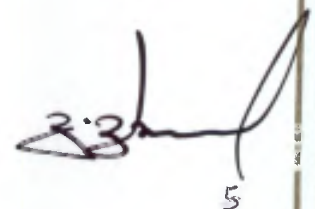
Principles governing operation of Agreed Services

1. There shall be fair and equal opportunity for the designated airlines of both Parties to operate the agreed services on the specified routes between their respective territories.

2. The frequency of services to be operated by the designated airline (s) of each Contracting Party shall be agreed between both Parties.

3. Any increase in the frequency of services to be operated by the designated airlines of each Contracting Party shall be subject to agreement between both Parties. Pending such an agreement or settlement, the frequency entitlements already in force shall prevail.

4. Notwithstanding the foregoing, the designated airlines of each Contracting Party shall be entitled to operate any number of all-cargo services between each other's territory with any type of aircraft with full 3rd, 4th and 5th freedom traffic rights regardless of the points specified in the Route Schedule annexed to this Agreement. Such all-cargo services may also be operated under co-operative



5

marketing arrangements such as code sharing, blocked space, etc. with any other airline(s), including airlines of third countries.

5. The airlines of each Contracting Party shall be permitted to operate charter flights to the territory of other Contracting Party in accordance with the regulations of the other Contracting Party covering such operations.

Article 6

Application of laws

1. The designated airlines of one Contracting Party, while entering within or leaving the territory of the other Contracting Party, shall comply with its laws, regulations and procedures in force of the State of the other Contracting Party, related to the operational and navigation of aircraft.

2. While entering within, or leaving the territory of the Contracting Party, its legislation in force and regulations relating to the admission into or departure from its territory of passengers, crew, or cargo on aircraft(including regulations pertaining to entry, clearance, aviation security, immigration, passports, customs, and quarantine or in the case of mail, postal regulations) shall be complied with by, or behalf of, such passengers, crew or shippers of cargo of the designated airlines of the other Contracting Party.

3. Neither Contracting Party shall give preference to its own or to any other airline over a designated airline of the other Contracting Party engaged in similar international air services in the application of laws and regulations and procedure referred to in paragraphs 1 and 2 of this Article.

4. Passengers, baggage and cargo in direct transit across the territory of either Party and not leaving areas of the airport reserved for such purpose shall be subject to no more than a simplified control, except in respect of security measures against violence, air piracy, narcotics control, prohibited items etc.



Article 7

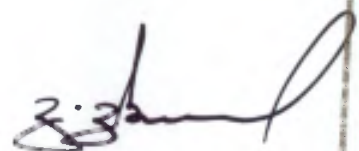
User Charges

1. User Charges that may be imposed by the competent charging authorities of each Contracting Party on the designated airline(s) of the other Contracting Party shall be just, reasonable, non discriminatory and equitable apportioned among all categories of users. Such user charges shall be imposed on the designated airline(s) of the other Contracting Party on terms not less favorable than the terms available to any other airlines at the time the charges are imposed.
2. User charges imposed on the designated airline(s) of the other Contracting Party may reflect, but shall not exceed, the full cost to the competent charges authorities of providing the appropriate airport or within the airport system. Such full cost may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made shall be provided on the basis of efficiency and reasonability.
3. Each Contracting Party shall encourage consultation between the competent charging authorities in the territory and designated airline(s) using the service and facilities and also shall encourage the competent charging authorities and the airlines to exchange such information as may be necessary to permit an accurate and transparent review of the reasonableness of the charges in accordance with the principles enshrined in paragraph 1 and 2 of this Article. Each Contracting Party shall encourage the competent authorities to provide users with reasonable notice of any proposal for changes in the user charges to enable the users to express their views before changes are implemented.
4. Neither Contracting Party, shall be held, in dispute resolution procedures pursuant to Article 18 (Settlement of Dispute), to be in breach of a provision of this Article, unless:
 - a) It fails to undertake a review of the charge or practice that is the subject of complaint by the other Contracting Party within a reasonable time; or
 - b) Following such a review, it fails to take all measures within its power to remedy any charge or practice that is inconsistent with this article.



Article 8
Customs Duties and other Charges

1. Each Contracting Party shall, on the principle of reciprocity, exempt the designated airline(s) of the other Contracting Party to the fullest extent possible under its national legislation from customs duties, excise taxes, inspection fees and other national duties and charges on aircraft, fuel, lubrication oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores (including but not limited to such items of food, beverages and liquor, tobacco and other products destined for sale or to be used solely in connection with the operation or serving of aircraft) and other items such as printed ticket stock, airways bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by the designated airline(s).
2. The exemptions under this article shall be granted only if the items referred to in paragraph 1 are:
 - a) Introduced into the territory of one Contracting Party by or on behalf of the designated airline(s) of the other Contracting Party;
 - b) Retained on board aircraft of the designated airlines (s) of one Contracting Party upon arrival in or leaving the territory of the other Contracting Party; or
 - c) Taken on board aircraft of the designated airline(s) of one Contracting Party in the territory of the other Contracting Party for use in operating the agreed services.
3. The exemption under this Article shall apply regardless of the fact whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided that the ownership of such items is not transferred in the territory of the said Contracting Party.
4. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of the designated airlines(s) of either Contracting Party, may be unloaded in the territory of the other Contracting Party



with the approval of the customs authorities up to such time as they are re-exported or otherwise disposed off in accordance with the customs regulations

Article 9

Safety

1. Either Contracting Party may request consultations with the other Contracting Party concerning the safety standards established by it in respect of aeronautical facilities, aircrews, aircrafts and any issues regarding the operation of the designated airline(s). Such consultations shall take place within 30 days of the request.
2. If, following such consultations, one Contracting Party finds the safety standards in accordance referred to in paragraph 1 that meet the standards established at that time in accordance with the convention are not effectively maintained and administered in respect of airline(s) designated by other Contracting Party, the other Contracting Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards and the other Contracting Party shall take appropriate corrective action.
3. Each Contracting Party reserves the right to suspend or limit the operating authorization of an airline(s) designated by the other Contracting Party in the event the other Contracting Party does not take appropriate corrective action within 30 days.
4. It is agreed that any aircraft operated by an airline of one Contracting Party on services to or from the territory of the other Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.
5. If any such ramp inspection or series of ramp inspections gives rise to:



- a) Serious concerns that's an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or
- b) Serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;

The Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Convention.

6. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by an airline of one Contracting Party in accordance with paragraph (4) of this Article is denied by a representative of that airline, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (5) of this Article arise and draw the conclusions referred to in that's paragraph.
7. Each Contracting Party reserves the right to suspend or vary the operating authorization of airline(s) of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspection, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of airline(s) operation.
8. Any action by one Contracting Party is accordance with paragraphs (3) or (7) of this Article shall be discontinued once the basis for taking that action ceases to exist.

Article 10

Aviation Security

1. In accordance with their rights and obligations under international law, both Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference form an integral part



of this agreement. Without limiting the generality of their rights and obligations under international law, the Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, done at Tokyo on September 14, 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, done at the Hague on December 16, 1970, the Convention for the Suppression of Unlawful Acts, against the safety of Civil Aviation, done at Montreal on September 23, 1971, and its Protocol, done at Montreal on February 24, 1988, the Convention of the Marking of Plastic Explosives for the purpose of detection, done at Montreal on March 1, 1991 and any other convention on aviation security to which both Contracting Parties become members.

2. Upon request, the Contracting Parties shall provide each other with all necessary assistance to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities and address any other threat to security of civil aviation.
3. Each Contracting Party shall, in their mutual relations, act in conformity with all aviation security standards and appropriate recommended practices established by the International Civil Aviation Organization and designated as Annexes to the Convention so that they shall require that operators of aircraft of their registry, operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.
4. Each Contracting Party agrees to observe the security provisions required by the other Contracting Party for entry into the territory of other Contracting Party and to take adequate measures to protect aircraft and to inspect passengers, crew, and their baggage and carry-on items, as well as cargo and aircraft stores, prior to and during boarding or loading. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for special security measures to meet a particular threat.
5. When an incident or threat of any incident of unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports or air navigation facilities occurs, both Contracting Parties shall assist each other by



facilitating communications and other appropriate measures intended to terminate such incident or threat rapidly and safely.

6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Such consultations will be held within fifteen (15) days after receiving the request. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke limit, or impose conditions on the operating authorization of the designated airline(s) of that Contracting Party. When required by an emergency, either Contracting Party may take interim action prior to the expiry of fifteen (15) days.

7. Any action taken in accordance with paragraph 6 shall be discontinued upon compliance by the other Contracting Party with the provisions of this Article.

Article 11 Commercial opportunities

1. The airline(s) of each Contracting Party shall have the right to establish offices in the territory of the other Contracting Party for promotion and sale of air services and other ancillary product and facilities required for the provision of air services.

2. The designated airline(s) of each Contracting Party shall be entitled, in accordance with the laws and regulations of the Contracting Party relating to entry, residence and employment, to bring in and maintain in the territory of the other Contracting Party managerial, sales, technical, operational staff and other specialists required for the provision of air services and other ancillary products and facilities. Such staff requirements may, at the option of the airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the territory of the other Party and authorized to perform such services in the territory of such other Party.

3. Any airline of each Contracting Party may engage in the sale of air services and its ancillary products, services and facilities in the territory of the



other Contracting Party directly and, at the airline's discretion, through its agents. For this purpose, the airline shall have the right to use its own transportation documents, and any person shall be free to purchase such transportation and its ancillary products, services and facilities in the currency of that territory or in freely convertible currencies.

4. Subject to the provisions of paragraph 6 below, the airline(s) of each Contracting Party shall have the right to convert and remit freely in any convertible currency, on demand, local revenues earned by it, including interest thereon, in excess of sums locally disbursed. Conversion and remittance shall be allowed to be conducted immediately, without any restriction in respect thereof in accordance with the rate of exchange of currency applicable on the date the airline makes the initial application for remittance.

5. The airline(s) of each Contracting Party shall have the right to pay for such local expenses including fuel expenses in the territory of the other Contracting Party in local currency. The airline(s) of each Contracting Party, in accordance with their own considerations, are entitled to pay for such expenses in freely convertible currencies in accordance with the national regulations of the other Contracting Party.

6. Notwithstanding anything contained in the Article, the exercise of rights under this Article shall be in accordance with the applicable national rules and regulations as well as domestic tax laws or applicable Double Taxation Avoidance Agreement. If one Contracting Party imposes any restrictions on the rights of designated airlines of the other party, similar restrictions may be imposed by the other Party on the designated airlines of the first Party.

Article 12 Co-operative marketing Arrangements

1. For the purpose of operating the agreed services on the specified routes, the designated airline(s) of each Contracting Party may enter into co-operative marketing arrangements, such as code-share, block space or any other joint venture arrangement, with:



- a) the designated airline(s) of the same Contracting Party; or
- b) the designated airline(s) of the other Contracting Party; or
- c) the designated airline(s) of a third Country.

2. All operating airline(s) involved in the co-operative marketing arrangements shall hold the underlying traffic rights including the route rights to meet the requirements normally applied to such arrangements.

3. All marketing airline(s) involved in the co-operative arrangements shall hold the underlying route rights and meet the requirements normally applied to such arrangement.

4. The designated airline(s) of either side shall be allowed to transfer traffic between aircraft involved in the code-share operations without restrictions as to number, size and type of aircraft.

5. In addition to the operating airline(s), the aeronautical authorities of each side may require the marketing airlines to file schedules for approval and also provide any other documents before commencement of air services under the co-operative marketing arrangements.

6. When holding out services for sale under such arrangements, the concerned airline or its agent shall make it clear to the purchaser at the point of sale as to which airlines shall be the operating airlines on each sector of the service and with which airline the purchaser is into a contractual relationship.

7. The total capacity operated by the air services performed under such arrangements shall be counted only against the capacity entitlement of the Contracting Party designating the operating airline(s). The capacity offered by the marketing airline(s) on such services shall not be counted against the capacity entitlement of the Contracting Party designating that airline.

8. Before providing code sharing services, the code sharing partners shall agree as to which Contracting Party shall be responsible for security, safety, facilitation, liability and other consumer related matters. Such an agreement shall be filed with the aeronautical authorities of both Parties before implementation of the code-share arrangements.



Article 13
Intermodal services

The designated airline(s) of each Contracting Party shall be permitted to employ, in connection with air transport of passengers and cargo, any intermodal transport to or from any point in the territory of the other Contracting Party. Such airline(s) may elect to perform their own intermodal transport or to provide it through arrangements, including code share, with other carriers. The intermodal services may be offered as a through service and at a single price for the air and intermodal transport combined, provided that passengers and shippers are informed as to the providers of such transportation.

Article 14
Approval of schedules

1. The aeronautical authorities of each Contracting Party may require the designated airline(s) of the other Contracting Party to file for their consideration and approval, at least 30 days prior to the inauguration of the agreed service, flight schedules containing the information pertaining to the type of service and its frequency, the type of aircraft to be used and the flight timing at each point. Similar information shall also be provided at least 30 days in advance for each IATA (International Air Transport Association) traffic season and any other time when any changes will be introduced regarding operation of the agreed services.

2. The designated airline(s) of each Contracting Party shall also furnish any other information as may be required to satisfy the aeronautical authorities of the other Contracting Party that the requirements of this Agreement are being duly observed.

Article 15
Provision of Statistics

1. The aeronautical authorities of each Contracting Party shall provide or cause its designated Airline(s) to provide to the aeronautical authorities of the Contracting Party statistics relating to the traffic carried during each month on the agreed services to and from the territory of that other Contracting Party, showing



the points of embarkation and disembarkation of such traffic. Such statistics shall be furnished as soon as possible after the end of each month, but not later than 30 days following the month to which they relate.

2. The aeronautical authorities of each Contracting Party shall, on request, provide or cause its designated airline(s) to provide to the aeronautical authorities of the other Contracting Party statistics relating to true origin and destination of traffic carried to and from the territory of that other Contracting Party.

Article 16 Tariffs


1. The tariffs, in respect of the agreed services operated by the designated airline(s) of each Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, including the cost of operation, reasonable profit and the tariffs of other airlines.

2. The tariffs established under paragraph (1) shall not be required to be filed by the designated airline(s) of one Contracting Party with the aeronautical authorities of the other Contracting Party.

3. Notwithstanding the abovementioned, each Contracting Party shall have the right to intervene so as to:

- a) prevent unreasonable, discriminatory tariffs whose application constitutes anti-competitive behavior.
- b) protect consumers from prices that are excessive or restrictive due to the abuse of a dominant position; and
- c) protect airlines from prices that are predatory or artificially low.

4. For the purpose set out in paragraph (3) of this Article, the aeronautical authorities of the one Party may require the designated airlines of the other Party to provide information relating to the establishment of the tariffs.



5. If one Contracting Party believes that the tariff charged by designated airline(s) of the other Contracting Party is inconsistent with the considerations set forth in paragraph (3) of this Article, it shall notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible and request consultations which shall be held no later than 30 days after receipt of the request. If the Parties reach an agreement with respect to the tariff for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. In the absence of such an agreement, the previously existing tariff shall continue to be in effect.

Article 17 Consultations

1. Either Contracting Party may, at any time, request consultations in writing on the interpretation, application, implementation or amendment of this Agreement.

2. Unless otherwise agreed by the Contracting Parties, such consultation shall begin within a period of 60 days from the date on which other Contracting Party receives the request. However, in any case of issues relating to Article 9 (Safety) and Article 10 (Aviation Security) timelines mentioned therein shall be followed.

Article 18 Settlement of Disputes

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place try to settle it by negotiation.

2. If the Contracting Parties fail to reach a settlement of the dispute by negotiation, the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators which shall be constituted in the following manner:



a) Within 30 days after the receipt of a request for arbitration, each Contracting Party shall name one arbitrator. Within 60 days after naming these two arbitrators, they shall by agreement appoint a third arbitrator, who shall act as a President of the arbitral tribunal;

b) If either Contracting Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with clause (a) of this paragraph, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to appoint the necessary arbitrator or arbitrators within 30 days. If the President of the Council is the same nationality as one of the Contracting Parties, the senior most Vice President who is not disqualified on that ground shall make the appointment. In any event, the third arbitrator shall not be a national of either the Contracting Parties.

3. Except as otherwise agreed, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with Agreement and shall establish its own rules of procedure. The tribunal, once formed, may recommend interim relief measures pending its final determination. At the direction of the tribunal or at the request of either of the Contracting Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held no later than 15 days after the tribunal is fully constituted.

4. Except as otherwise agreed or as directed by the tribunal, each Contracting Party shall submit a memorandum within 45 days after the tribunal is fully constituted. Replies shall be submitted within 60 days after submitting the memorandum. The tribunal shall hold a hearing at the request of either Contracting Party or on its own initiative within 15 days after replies are due.

5. The tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the date both replies are submitted. The decision of the majority of the tribunal shall prevail.

6. Either Contracting Party may make a request for clarification on the decision within 15 days after it has been rendered and the clarification shall be issued within 15 days of such request.

7. Each Contracting Party, to the extent consistent with its national law, shall give full effect to any decision or award of the arbitral tribunal.



8. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by Contracting Parties. Any expenses incurred by the President of the Council of the International Civil Aviation Organization in connection with the procedure set out in clause (b) of paragraph 2 of this Article shall be considered to be part of the expenses of the arbitral tribunal.

Article 19 Amendments

1. By the mutual agreement of the Contracting Parties, this Agreement may be modified and amended in writing. Any amendment so agreed shall enter into force in accordance with the provisions of Article 23 (Entry into Force) of this Agreement. All the amendments and modifications made pursuant to the mentioned procedures shall form an integral part of this Agreement.

2. Notwithstanding paragraph 1, the Contracting Parties may agree to give immediate effect to an amendment to the Annex to the Agreement.

Article 20 Multilateral Agreements

1. In implementing this Agreement, the Parties shall act in conformity with the provisions of the Convention insofar as those provisions are applicable to international air services.

2. If after entry into force of this Agreement, both Contracting Parties become the Contracting Parties to a multilateral agreement that regulates matters covered by the Agreement, either Contracting Party may request consultations to determine whether this Agreement should be revised taking into account the multilateral agreement.

Article 21 Termination

Either Contracting Party may, at any time, give notice in writing to the other Contracting Party of its decision to terminate this Agreement. Such notice shall



be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate at midnight at the place of receipt of the notice immediately before the first anniversary of the date of receipt of the notice by other Contracting Party, unless the notice is withdrawn by agreement of the Parties before the expiry of this period. If the Contracting Party does not confirm receiving the notice, it will be deemed as received fourteen (14) days after the date it was received by the International Civil Aviation Organization.

Article 22
Registration with International Civil Aviation Organization

This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization by the Contracting Party in whose territory this Agreement was signed.

Article 23
Entry into force

The present Agreement shall enter into force on the date of the receipt of the last written notification by which the Contracting Parties have notified each other, through diplomatic channels, that their internal legal procedures for its entry into force have been fulfilled.

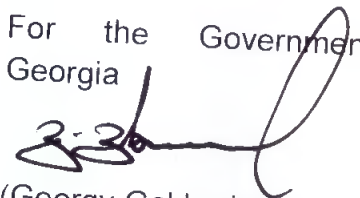
In witness thereof the undersigned being duly authorized by respective Governments have signed the present Agreement.

Done in duplicate at New Delhi on this 11th day of April, 2017 in Hindi, Georgian and English languages, all three texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For the Government of the Republic of
India


(Pusapati Ashok Gajapathi Raju)
Minister of Civil Aviation

For the Government of
Georgia


(Georgy Gakhariya)
Minister of Economy and
Sustainable Development

ANNEX
Route Schedule

Section I

Routes for the airlines designated by the Government of Republic of India:

Points of Origin	Intermediate Points	Points of Call in Georgia	Beyond Points
Any points	Any points	Any points	Any points

Section II

Routes for the airlines designated by the Government of Georgia:

Points of Origin	Intermediate Points	Points of Call in India	Beyond Points
Any points	Any points	New Delhi Mumbai Hyderabad Bengaluru Chennai Goa	Any points

Section III

1. Any intermediate or beyond points may be served provided no 5th freedom traffic rights are exercised between such points and any point in the territory of the other Party.
2. Fifth freedom traffic rights may be exercised by airlines designated by either Contracting Party, subject to the approval of the Aeronautical Authorities of both Contracting Parties. The designated airlines of the Contracting Parties will use the 5th freedom traffic right on the basis of the mutual agreement between the Aeronautical Authorities.
3. Two or more points in the territory of one Party shall not be served on the same flight by the designated airline(s) of the other Party.
4. The designated airline(s) of each Party shall be entitled to offer services to the points of call available in the territory of the other Party either through their own operations or through code share arrangement (including domestic code share).
5. The designated airline(s) of each Party shall be entitled to offer domestic code share services to any four (4) additional points in the territory of the other Party over and above the points specified under

