



महाराष्ट्र MAHARASHTRA

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SY 342048



श्रीमती एस. वि. मसूरकर

This stamp paper forms an integral part of the **State Government Support Agreement** dated January 8, 2018 entered amongst Governor of Maharashtra (“GOM”), City and Industrial Development Corporation of Maharashtra Limited (“**Authority**”) and Navi Mumbai International Airport Private Limited (“**Concessionaire**”)

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24 JAN 2018

जोडपत्र-२/Annexure-I

मुद्रांक विक्री नोंद वही अनु. क्रमांक-/दिनांक
(Serial No./Date)

दस्ताचा प्रकार
(Nature of document)

Agreement

दस्त नोंदणी करणार आहेत का ?
(Whether it is to be registered?)

मिळकतीचे थोडक्यात वर्णन-
(Property Description in brief)

Navi Mumbai International

मुद्रांक विक्रीचे हेतू/उद्देश व सही
(Stamp Purpose & Signatures)

Airport Pvt Ltd
50642/e

दस्त असल्याचे नाव व पत्ता
(If through Name, Address & Signatures)

मुद्रांक विक्रीचे नाव
(Name of the Party)

CIDCO

मुद्रांक शुल्क इतर
(Stamp Duty & Other)

परवानाधारक मुद्रांक विक्रीसाठी सही व परवाना क्रमांक
सोबत मुद्रांक विक्रीचे किंमत / पत्ता

PB

परवाना क्रमांक ८००००११

मुद्रांक विक्रीचे ठिकाण/पत्ता: सौ. कांचन हर्षद बोंगळे
शां. नं. १०, वॉर्ड कोर्टलगेर, ए.के.मार्ग, वॉर्ड पूर्व, मुंबई-४०००५१.
या कारणासाठी ज्यांना मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी
मुद्रांक खरेदी केल्यापासून व महिन्यात वापरणे बंधनकारक आहे



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श्रीमती. एस. वि. मसूरकर

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जोडाग्र-२ / Annexure-II

4 JAN 2018

मुद्राक विक्री नोंद वही अनु. क्रमांक- / दिनांक
(Serial No. / Date)

दस्ताचा प्रकार
(Nature of document)

Agreement

दस्त नोंदणी करणार आहेत का ?
(Whether it is to be registered?)

मिळकतीचे थोडक्यात वर्णन-
(Property Description in brief)

Navi Mumbai International

मुद्राक विक्री (Stamp Fee & Signatures)

Airport Post Office

दस्त अंमलदार (Name, Address & Signatures)

50042/e

मुद्राक शुल्क (Name of Stamp)

CIDCO

मुद्राक शुल्क (Stamp Duty Amount)

परवानग्याचा क्रमांक (Permit No.)

[Signature]

परवानगा क्रमांक 4000092

मुद्राक विक्रीचे दिनांक: 04/01/2018. मुद्राक शुल्क: 4000092
शा. नं. १०, वॉर्ड कोर्ट रोड, ए.के. मार्ग, वांद्रे पूर्व, मुंबई-४०००४१
ज्या कारणासाठी ज्यांचे मुद्राक खरेदी केला त्यांनी त्याच कारणासाठी
त्यांक खरेदी करण्यासाठी व महिन्याचा तापणी अंमलदार. अहं



STATE GOVERNMENT SUPPORT AGREEMENT

FOR

NAVI MUMBAI INTERNATIONAL AIRPORT PROJECT

BY AND AMONGST

**THE GOVERNOR OF MAHARASHTRA
("GOM")**

AND

**CITY AND INDUSTRIAL DEVELOPMENT CORPORATION
OF MAHARASHTRA LIMITED
(as "Authority")**

AND

**NAVI MUMBAI INTERNATIONAL AIRPORT PRIVATE
LIMITED
(as "Concessionaire")**

Dated: January 8, 2018

HSA ADVOCATES
MEMANI SAHAI ASSOCIATES



STATE GOVERNMENT SUPPORT AGREEMENT

(See Clause 4.1.2(d)(vi) and Clause 4.1.3(i))

THIS STATE GOVERNMENT SUPPORT AGREEMENT is made at Mumbai on the 8th day of January, 2018

BY AND AMONGST:

THE GOVERNOR OF MAHARASHTRA, represented by Principal Secretary, Urban Development Department, Government of Maharashtra, having its principal office at 4th Floor, Mantralaya, Madam Cama Road, Hutatma Rajguru Square, Nariman Point, Mumbai – 400 032, Maharashtra (hereinafter referred to as the “**GOM**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns);

AND

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, a company incorporated under the Companies Act, 1956, having corporate identification number U99999MH1970SGC014574 and its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai – 400 021, Maharashtra, represented by its Vice Chairman & Managing Director (hereinafter referred to as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns);

AND

NAVI MUMBAI INTERNATIONAL AIRPORT PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having corporate identification number U45200MH2007PTC169174 and its registered office at Office of the Airport Director, Terminal 1-B, CSI Airport, Santacruz, Mumbai – 400 099, Maharashtra (hereinafter referred to as the “**Concessionaire**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes).

As the context may require, GOM, the Authority and the Concessionaire are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

WHEREAS:

- A. The Government of India (“**GOI**”), vide its letter no. AV.24011/1/95-VB (Vol.VI) dated July 6, 2007 (“**GOI Approval**”) granted its approval for the establishment of an international airport for public use at Navi Mumbai in the State of Maharashtra through Public Private Partnership (“**PPP**”), subject to the terms and conditions stipulated therein, and had resolved to establish the Airport in accordance with the terms and conditions set forth therein.
- B. Based on the GOI Approval, the Government of Maharashtra (“**GOM**”) vide its Government Resolution No. CID-3307/1541/Pra. Kra-144/07/Na Vi-10 dated July 30, 2008 (“**GOM Approval**”), approved the implementation of the Project (*as defined below*), and appointed the Authority as a Nodal Agency for the purposes of the development, operations and maintenance of the Project.

GOM 	Authority  	Concessionaire  
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- C. Based upon the approvals granted for the Project, the international bids were invited for the selection of the preferred bidder, and pursuant to the completion of such process, the preferred bidder was selected and the Concessionaire was incorporated, with 74% (seventy four percent) shareholding of the preferred bidder/ private participants and 26% (twenty six percent) shareholding of the Authority and/or its nominees.
- D. Upon the incorporation of the Concessionaire, the Authority and the Concessionaire entered into a Concession Agreement dated January 8, 2018 ("**Concession Agreement**"), *inter-alia*, agreeing and providing for the terms and conditions, upon which the Concessionaire would develop, operate and maintain the Airport on DBFOT basis.
- E. GOM acknowledges that implementation of the Project requires continued support and grant of certain rights by the GOM to the Authority and the Concessionaire, as hereinafter set forth, and is an essential pre-requisite for mobilisation of resources for the Project.
- F. In consideration of the Concessionaire having entered into the Concession Agreement and to enhance the smooth functioning and viability of the Concessionaire, in addition to the obligations of the Authority under the Concession Agreement, the GOM is agreeable to provide certain support to the Concessionaire as stated herein.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, except to the extent that the context requires otherwise and unless otherwise defined as below or otherwise elsewhere specifically in this Agreement, other capitalised terms used herein (and not defined herein) but defined under the Concession Agreement, has the meaning ascribed to the term under the Concession Agreement:

"**Agreement**" shall mean this State Government Support Agreement;

"**Clearances**" means the written consent, license, approval, permit, ruling, exemption, no objection certificate or other authorization or permission of whatsoever nature which is required to be obtained from and/or granted by the GOM, from time to time, in connection with the Project;

"**Entity**" means any person, body corporate, trust, partnership firm or other association of persons/ individuals whether registered or not;

"**Existing Access and Egress**" has the meaning ascribed to it in Clause 2.1 hereunder;

"**GOI**" means the Government of India and any agency, authority (including any regulatory authority), department, inspectorate, ministry or statutory person (whether autonomous or not) under the control and direction of GOI;

"**GOI Approval**" has the meaning ascribed to it in Recital A hereunder;

<p>GOM</p> 		
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“GOM” means the Government of Maharashtra and any agency, authority (including any regulatory authority), department, inspectorate, ministry or statutory person (whether autonomous or not) under the control and direction of GOM;

“GOM Approval” has the meaning ascribed to it in Recital B;

“PPP” has the meaning ascribed to it under Recital A;

“Project” means the design, development, construction, modernization, upgradation, finance, management, operation and maintenance of the Airport as provided for under the Concession Agreement;

“Term” has the meaning ascribed to it in Clause 3.1 hereunder;

“Third Party” shall mean any Entity not a Party to this Agreement;

“Utilities” collectively refers to water, electricity and infrastructure for sewage disposal and solid waste management at the Airport, and “Utility” refers to any one of them.

1.2 Rules of Interpretation

- 1.2.1 The words and expressions beginning with capital letters and defined in this Agreement has the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.
- 1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.
- 1.2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, mutatis mutandis, to this Agreement.

2. GOM SUPPORT

2.1 Surface Access to the Airport

The Parties hereby acknowledge that currently the only way to access, or egress from the Airport is through the Aamra Marg (“Existing Access and Egress”). The Parties further acknowledge that the Existing Access and Egress may be insufficient to cater to increasing passenger and other traffic at the Airport. In light of the foregoing, GOM hereby confirms that it shall make best endeavours to upgrade, modernize and maintain the Existing Access and Egress to keep pace with the increasing passenger and other traffic at the Airport and shall further make reasonable endeavours to develop, additional modes of public transport (such as railway/ metro connections) of access to, and egress from, the Airport as per the terms of the Concession Agreement, in accordance with the overall town planning for the area in and around the Airport and taking into account such inputs, if any, in relation thereto supplied by the Concessionaire as the GOM may, in its sole discretion, deem fit. Towards this end, the GOM and the Concessionaire shall consult with each other during the development of the Master Plan in order to identify possible areas of surface access development.

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2.2 Utilities

The Parties acknowledge that going forward, as the Airport development and expansion takes place in the manner contemplated in the Concession Agreement and as passenger and other traffic at the Airport increases with the efflux of time, there may be a need to expand the capacity of Utilities. In the light of the foregoing, the GOM hereby confirms that it shall make best endeavours to provide sufficient quantities of the Utilities (to the extent that these service are generally provided by the GOM or its departments/ agencies/ entities substantially owned or controlled by the GOM) for the Airport on payment basis, to enable development and expansion of the Airport and to cater to increasing passenger and other traffic. GOM further confirms that it shall make best endeavours to maintain and develop existing facilities in relation to Utilities (to the extent that these service are generally maintained by the GOM or its departments/ agencies/ entities substantially owned or controlled by the GOM).

2.3 Safety and Cleanliness Requirements at Airport

- 2.3.1 The Parties hereby acknowledge that cleanliness needs to be maintained in and around the Airport so as to avoid the presence of birds and animals which may interfere with the smooth operation of the Airport and affect the safety of the aircraft. Accordingly, the GOM hereby confirms that it shall endeavour to maintain cleanliness in and around the area surrounding the Airport to prevent any kind of interference in, or harm to, the operation of the Airport resulting from the presence of birds and animals in such area.
- 2.3.2 The GOM shall undertake at its own cost to provide normal and routine policing at the Airport for the maintenance of law and order. The Concessionaire shall make available at the Airport reasonable office accommodation at its cost to enable the GOM to carry out the said function.
- 2.3.3 Notwithstanding anything to the contrary contained in this Agreement, the Parties hereby expressly acknowledge and agree that GOM shall not be responsible nor be liable for any and all actions, proceedings, losses, damages, liabilities, claims, costs and expenses whatsoever of any third parties or the Concessionaire, arising out of, or in relation to, maintaining cleanliness in and around the area surrounding the Airport.

2.4 Clearances

- 2.4.1 The Parties hereby expressly acknowledge and agree that it shall be the sole responsibility and obligation of the Concessionaire to obtain and, at all times, continue to maintain all Clearances which are required by Applicable Law for undertaking and implementing the Project as set forth in detail in the Concession Agreement. Towards this end, the GOM shall, upon application by the Concessionaire in full compliance and sustenance with Applicable Law (provided that under Applicable Law, the Concessionaire is entitled to receive such Clearance and the Concessionaire has made its application in due process and time), endeavour to grant such Clearances as are required for or in connection with the Project, within the relevant statutory period (if any), and where no statutory period is prescribed, the GOM shall endeavour to grant such Clearances as are required for or in connection with the Project within a reasonable time after the relevant application is duly completed, and in full compliance with Applicable Laws, has been submitted.

GOM 	 	 Concessionaire 
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- 2.4.3 In order to facilitate the grant of Clearances, the GOM shall nominate a senior officer of the rank of Deputy Secretary, Urban Development Department, GOM or above designation, who shall provide assistance to the Concessionaire in liaising with the relevant agencies, authorities, departments, inspectorates, ministries under the control and direction of the GOM.
- 2.4.4 The Concessionaire hereby undertakes that in order to expedite the grant of Clearances, it will, in a diligent and timely manner: (a) prepare and file applications, which are in full compliance with the Applicable Law, with the concerned authorities; and (b) follow-up the said applications with the concerned authorities.

2.5 State Level Taxes and Levies

On the receipt of the written request from the Concessionaire, the GOM will endeavour to provide the following:

- 2.5.1 Exemption from the payment of stamp duty, as may be leviable on the execution and delivery of the Concession Agreement, in the State of Maharashtra:
- 2.5.2 Deferment of 'water resource development charges', as currently leviable in accordance with the terms of the NMDLR upto a maximum period of 10 (ten) years from the Appointed Date. If the Concessionaire makes any such request, then, the Concessionaire shall be required to make payment of such deferred 'water resource development charges', within 30 (thirty) days of the commencement of the 11th year from the Appointed Date, along with an interest calculated at the rate of 3% (three percent) plus Bank Rate per annum compounded on quarterly rest basis.

3. TERM AND TERMINATION

3.1 Term

- 3.1.1 Except Clause 2 and Clause 5, this Agreement shall be effective from the date first written hereof.
- 3.1.2 Clause 2 and Clause 5 of this Agreement shall be valid and effective with effect from the Appointed Date.
- 3.1.3 This Agreement shall terminate automatically with the determination and/or early termination, for whatsoever reason, of the Concession Agreement ("Term").

3.2 Termination

- 3.2.1 This Agreement shall terminate with immediate effect and shall not become effective if the Appointed Date is not achieved by the Concessionaire, as per the terms of the Concession Agreement.
- 3.2.2 This Agreement shall be co-terminus with the Concession Agreement.
- 3.2.3 The rights and benefits granted to the Concessionaire pursuant to this Agreement shall stand transferred to, and shall enure to the benefit of, any successor and permitted assignee of the Concessionaire or any other Person (including the Authority or any successor of the Authority),

<p>GOM</p> 	<p>Authority</p> 	<p>Concessionaire</p>  
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that may operate the Airport at any time, in accordance with the terms of the Concession Agreement.

4. REPRESENTATIONS AND WARRANTIES

4.1 By the Concessionaire

The Concessionaire hereby represents and warrants to the GOM that, each of the representations and warranties made by it under the Concession Agreement shall *mutatis-mutandis* hold true and correct for the purposes of this Agreement in the form and manner contained therein, including but not limited to its power and authority and requisite corporate actions for the execution and delivery of this Agreement.

4.2 By the GOM

The GOM hereby represents and warrants to the Company that it has the right, power and authority, and has taken all actions necessary to execute this Agreement, exercise its rights and perform its functions, under this Agreement on best endeavour basis.

5. CO-ORDINATION MECHANISM

Any issues arising out of this Agreement shall be resolved through the mechanism of a co-ordination committee to be formed by the GOM and to be chaired by the Chief Secretary, GOM, with representatives from the GOI and other concerned parties.

This Agreement shall not confer any right against GOM for enforcement of any obligations by the state of Maharashtra and consequently for damages/losses etc. incurred by the Concessionaire or any party.

6. GOVERNING LAW AND DISPUTE RESOLUTION

6.1 This Agreement (including this Clause 6) and all questions of its interpretation shall be construed in accordance with the laws of the Republic of India.

6.2 The Parties agree that they shall attempt to resolve through good faith consultation, disputes arising in connection with this Agreement, and such consultation shall begin promptly after a Party has delivered to the other Party a written request for such consultation. Provided that if such good faith consultations have not resulted in a resolution of the dispute within 60 (sixty) days of such consultations having commenced, the provisions of Clause 6.3 shall apply.

6.3 Arbitration

6.3.1 Any dispute, which could not be settled by the Parties through amicable settlement (as provided for under Clause 6.2 hereinabove) shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996.

6.3.2 The disputes shall be referred to a tribunal comprising 3 (three) arbitrators. Each Party to the arbitration shall appoint one arbitrator, and the two arbitrators thus appointed shall choose the third arbitrator who will act as a presiding arbitrator of the tribunal (together forming the "Arbitral Tribunal"). The arbitration proceedings shall be conducted in accordance with the

GOM 	Authority  	Concessionaire S.V.K.  
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Rules.

- 6.3.3 Such arbitration shall, unless otherwise agreeable to the Parties, be held at Mumbai, India. All proceedings of such arbitration shall be in the English language.
- 6.3.4 The decision(s) of the Arbitral Tribunal shall be final and binding on the Parties.
- 6.3.5 Subject to this Clause 6, the Courts at Mumbai shall have jurisdiction over this Agreement.

7. MISCELLANEOUS

7.1 Notice

- 7.1.1 Any notice required or permitted under the terms of this Agreement or required by law shall (unless otherwise agreed) be in writing and shall be delivered in person, sent by registered mail or air mail as appropriate, properly posted and fully prepaid in an envelope properly addressed or sent by facsimile to the respective parties as follows:

GOM

Address: 4th Floor, Mantralaya (Main), Mumbai – 400 032, Maharashtra

Attention: PS (UD-I), Urban Development Department, GOM

E-mail: psec.ud@maharashtra.gov.in

Fax No.: +91-22-22026258

Authority:

Address: 2nd Floor, Nirmal, Nariman Point, Mumbai – 400 021, Maharashtra

Attention: Vice Chairman & Managing Director

E-mail: cidcomdoffice@gmail.com

Fax No.: +91-22-22022509

Concessionaire:

Address: Terminal 1, 1st Floor, CSI Airport, Santacruz (E), Mumbai – 400 099, Maharashtra

Attention: Managing Director

E-mail: sanjayreddy@gvk.com

Fax No.: +91-22-66851618

GOM 	Authority  	Concessionaire  
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or to such other address or facsimile number as may from time to time be designated by notice hereunder.

7.1.2 Any such notice shall be in the English language and shall be considered to have been given at the time when actually delivered if delivered by hand, or upon the next working day following sending by facsimile or in any other event within 7 days after it was mailed in the manner hereinbefore provided.

7.2 Severability

In the event that any or any part of the terms, conditions or provisions contained in this Agreement shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such terms, conditions or provisions shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

7.3 Entire Agreement

This Agreement represents the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes any prior agreement or understanding, written or oral, that the Parties may have / had.

7.4 Amendment

No addition, amendment to or modification of this Agreement shall be effective unless it is in writing and signed by all the Parties.

7.5 Assignment

Notwithstanding any change in the Applicable Law, after the date hereof which might otherwise permit the assignment of this Agreement, no Party may assign this Agreement or any right or obligation arising under or pursuant to it or any benefit or interest herein or create or permit to subsist any security over this Agreement or any right or obligation arising under or pursuant to it or any benefit or interest in it.

7.6 No Waiver

No failure on the part of GOM or the Authority to exercise, and no delay on their part in exercising, any right, power, privilege or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. Unless specified otherwise, the rights, powers, privileges and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers, privileges or remedies (whether provided by law or otherwise).

GOM 	Authority  	Concessionaire  
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IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized officers and representatives as of the day and year first above written.

<p>Signed for and on behalf of: GOVERNOR OF MAHARASHTRA, by a duly authorized representative:</p> <p></p> <hr/> <p>Principal Secretary, Urban Development Department, Government of Maharashtra</p>	<p>Signed for and on behalf of: CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, by a duly authorized representative:</p> <p></p> <p></p> <hr/> <p>Mr. Bittushan Gagrani Vice Chairman and Managing Director</p>	<p>Signed for and on behalf of: NAVI MUMBAI INTERNATIONAL AIRPORT PRIVATE LIMITED, by a duly authorized representative:</p> <p></p> <p></p> <hr/> <p>Dr. GVK Reddy Chairman</p>
<p><i>Signature of the Witness:</i></p> <p></p> <hr/> <p>S.D. Yadav Dy Secretary Governor of Maharashtra</p>	<p><i>Signature of the Witness:</i></p> <p></p> <hr/> <p>Mr. Soma Vijaykumar Chief General Manager (Transport & Airport) City and Industrial Development Corporation of Maharashtra Limited</p>	<p><i>Signature of the Witness:</i></p> <p></p> <hr/> <p>RAJESH KUMAR JAIN CEO, NMI Navi Mumbai International Airport Private Limited</p>

GOM	<p>Authority</p> <p></p>	<p>Concessionaire</p> <p></p>
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