



CNS/ATM AGREEMENT

FOR

NAVI MUMBAI INTERNATIONAL AIRPORT PROJECT

BY AND BETWEEN

**THE AIRPORTS AUTHORITY OF INDIA
("AAI")**

AND

**NAVI MUMBAI INTERNATIONAL AIRPORT PRIVATE
LIMITED
("Airport Company")**

Dated: September 5, 2018

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महाराष्ट्र MAHARASHTRA

● 2018 ●

AK 623538

प्रधान मुद्रांक कार्यालय, मुंबई
प.मू.वि.क्र. ८००००२४
19 JUN 2018
सक्षम अधिकारी

श्री एस. एस. पिलाय

This non-judicial stamp paper forms an integral part of the CNS/ATM Agreement dated 5th September, 2018 entered into between Airports Authority of India ("AAI") and Navi Mumbai International Airport Private Limited ("Airport Company/Concessionaire").



Signature



महाराष्ट्र MAHARASHTRA

2018

TP 666907

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००२४
5 29 JUN 2018
सक्षम अधिकारी

श्रीमती. एस. वि. मसुरकर

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● 2018 ●

TP 666915

प्रधान मुद्रांक कार्यालय, मुंबई
प.मू.वि.क्र. ८००००२४
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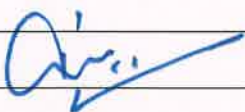
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CNS/ATM AGREEMENT

(See Clause 19.2.1 of the Concession Agreement)

THIS CNS/ATM AGREEMENT (“Agreement”) is made at New Delhi on this the 5th day of September, 2018:

BY AND BETWEEN

THE AIRPORTS AUTHORITY OF INDIA, established under the Airports Authority of India Act, 1994, having its principal offices at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi – 110 003 and represented by its Chairman (hereinafter referred to as the “**AAI**”, 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 “**Airport Company**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes).

AAI and the Airport Company are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

WHEREAS

- A. The 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, has entered into a Concession Agreement dated January 8, 2018 with the Airport Company (“**Concession Agreement**”) for designing, developing, financing, constructing, completing and operating the Airport (*as defined below*), for flight operations, in accordance with the terms and conditions as set forth in the Concession Agreement.
- B. Pursuant to the Airports Authority of India Act, 1994 (“**AAI Act**”), AAI is responsible for providing the air traffic services within Indian airspace and at all civil airports in India, and accordingly, CNS/ATM Services at the Airport has been categorised as a Reserved Service in the Concession Agreement and are required to be provided by AAI.
- C. In accordance with the AAI Act and the Concession Agreement AAI will provide air traffic services at the Airport on the terms and conditions set out in this Agreement.

It is agreed as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

“**AAI Act**” means to have the meaning ascribed to it in Recital B above;

AAI 	 Airport Company
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“AAI Commissioning Services” means the services to be provided by AAI at the Airport in accordance with Clause 4.3;

“AAI Equipment” means all equipment, other than the Airport Company’s Facility/ Equipment, required by AAI to enable AAI to perform AAI Services in accordance with the provisions contained in the relevant ICAO annexes and documents (as amended from time to time);

“AAI Operative Services” means the services to be provided by AAI in accordance with Clause 5.1;

“AAI Pre-Commissioning Services” means the services to be provided by AAI in accordance with Clause 3.2;

“AAI Services” means AAI Pre-Commissioning Services, AAI Commissioning Services and AAI Operative Services;

“Affected Party” shall have the meaning given to it in Clause 9.1;

“Affiliate” means:

- (a) a person that is a subsidiary of a party;
- (b) a person of which a party is a subsidiary;
- (c) a person that is a subsidiary of a person of which a party is a subsidiary;

For the purposes of this definition, a person is a “subsidiary” of another person if the latter owns legally or beneficially, directly or indirectly, the shares of the former that are sufficient to cast 51% (fifty one percent) or more of the votes under ordinary circumstances in a general meeting of the shareholders;

“Airfield Lighting System” means the lighting systems at the Airport (including those in respect of the runway, taxiway, apron and approach) required for the proposed aircraft operations and aerodrome category in accordance with the provisions contained in the relevant ICAO annexes and documents (as amended from time to time);

“Airport” means the greenfield airport to be developed in the Phases at Navi Mumbai in the State of Maharashtra and includes all its buildings, equipment, facilities and systems;

“Airport Company’s Commissioning Obligations” means those obligations to be met by the Airport Company in accordance with Clause 4.2;

“Airport Company’s Equipment” means the items set out in Part 1 of Schedule 1;

“Airport Company’s Obligations” means the Airport Company’s Pre-Commissioning Obligations, Airport Company’s Commissioning Obligations and Airport Company’s Operative Obligations;

“Airport Company’s Operative Obligations” means those obligations to be met by the Airport Company in accordance with Clause 5.3;

“Airport Company’s Pre-Commissioning Obligations” means those obligations to be met by the Airport Company in accordance with Clause 3.1;

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“Airport Opening Date” means the date upon which the commencement of commercial operation of the Phase I occurs;

“Airport Opening Target Date” means the date falling 1245th day immediately after the Appointed Date (as defined in the Concession Agreement) or a date as revised from time to time in accordance with the terms of the Concession Agreement;

“Chicago Convention” means the Chicago Convention 1944 as amended and/ or supplemented from time to time, and references to an ‘Annexe’ to the Chicago Convention shall mean such Annexe as amended and/or supplemented from time to time;

“Clearance” means the written consent, licence, approval, permit, ruling, exemption, no objection certificate or other authorisation or permission of whatsoever nature which is required to be obtained from and/or granted by GOI required from time to time in connection with the Airport.

“CNS/ ATM Services” means Communication, Navigation and Surveillance and Air Traffic Management Services to be provided by AAI at the Airport and is more particularly described in Schedule 3;

“Concession Agreement” has the meaning as set forth in Recital A;

“Debt” means the debt outstanding to the Senior Lenders of Airport Company under the Financing Agreements for the Project;

“DGCA” means the Director General of Civil Aviation, Government of India;

“Effective Date” has the meaning given to it in Clause 2.3;

“EPC Contractors” mean any one or more parties so named in the EPC Contracts;

“EPC Contracts” means the agreements entered into or to be entered into between the Airport Company and the EPC Contractors under which the EPC Contractors will design, procure, construct and complete the Airport;

“Expansion” means the expansion of the facilities at the Airport from time to time as per the Master Plan;

“Facility” means the Air Traffic Services complex to be constructed by the Airport Company at the Airport, as more comprehensively set out in Schedule 2;

“Financial Close” means the date upon which the Financing Agreements (insofar as they relate to the development and construction of the Phase I) have been executed and delivered by all the parties thereto and conditions precedent there under shall have been fulfilled to such extent as may be necessary to permit the Airport Company to have immediate access, subject only to giving the notices of drawdown required thereby, to funding required by the Airport Company;

“Financing Agreements” means to have the meaning ascribed to it in the Concession Agreement;

“Force Majeure” shall have the meaning set out in Schedule 4;

“Future Commissioning Date” means the date on which any Future Commissioning Period shall commence as notified to AAI by the Airport Company pursuant to Clause 4.1;

“Future Commissioning Period” means any future commissioning period as may be agreed

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between the Parties in respect of any additional AAI Equipment required for any expansion of the Airport;

“**GOI**” means the Government of India and any of its duly authorized agency, authority (including any regulatory authority), department, inspectorate, ministry or statutory person (whether autonomous or not) under the direct control and direction of the Ministry of Civil Aviation;

“**ICAO**” means the International Civil Aviation Organisation formed by the Chicago Convention and any successor thereof;

“**Incident Reporting Procedure**” means the procedure to be agreed from time to time by AAI and the Airport Company for reporting incidents and emergencies;

“**Loss**” means any losses, liabilities, costs, expenses, claims, proceedings, actions, demands, obligations, deficiencies, lawsuits, judgments, injunctions, awards or damages;

“**Master Plan**” means the Master Plan prepared by the Airport Company as per the terms of the Concession Agreement and revised from time to time;

“**Office Accommodation**” means the accommodation and car parking spaces as set out in Schedule 2 to this Agreement;

“**Operating Coordination Procedure**” means the procedure to be agreed from time to time by AAI and the Airport Company for the communication of information regarding the day-to-day discharge of provision relating to the AAI Services and the Airport Company’s Obligations;

“**Personnel**” means AAI personnel performing the AAI Services and the CNS/ATM Services;

“**Phase I**” means the design, financing, construction, completion and commissioning of the Phase I of the Airport as provided for in the Concession Agreement;

“**Phase I Commissioning Date**” means the date on which the Phase I Commissioning Period shall commence, as notified to AAI by the Airport Company pursuant to Clause 4.1;

“**Phase I Commissioning Period**” means the period of 3 (three) months commencing on the Phase I Commissioning Date;

“**Project**” means the design, financing, construction, completion, commissioning, maintenance, operation, management and development of Airport;

“**RESA**” or “**Runway End Safety Area**” means an area symmetrical about the extended runway centre line and adjacent to the end of the strip primarily intended to reduce the risk of damage to an aeroplane undershooting or overrunning the runway;

“**Route Navigation Facilities Charges**” means amounts charged by AAI to airlines and/ or aircraft operators for the provision of Route Navigation Facilities in accordance with current orders of AAI;

“**Scheduled Commissioning Date**” shall have the meaning given to it in Clause 4.1;

“**Security**” includes any mortgage, pledge, lien, security interest or other charge or encumbrance and any other agreement or arrangement having substantially the same economic effect;

“**Senior Lenders**” means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed

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to guarantee or provide finance to the Concessionaire under any of the Financing Agreements and who hold *pari passu* charge on the assets, rights, title and interests of the Concessionaire, as per the terms hereof for financing the Phase I and/ or any Expansion;

“Site” means the land over which the Airport is to be constructed by the Airport Company in accordance with the terms of the Concession Agreement;

“Terminal Navigational Landing Charges” means amounts charged or to be charged by AAI to airlines for the provision of CNS/ATM Services.

1.2 Interpretation

In this Agreement except to the extent that the context requires otherwise:

- 1.2.1 Any reference to an Act of Parliament or any Section of, or Schedule to, or other provision of, an Act of Parliament shall be construed, at the particular time, as including a reference to any modification, extension or re-enactment thereof then in force and to all rules, orders or regulations then in force and made under or deriving validity from the relevant Act or provision;
- 1.2.2 Reference to a "judgment" includes any order, injunction, determination, decree or other judicial or arbitral tribunal measure in the Indian jurisdiction which is final and binding;
- 1.2.3 A reference to a "law" includes common law, the Constitution of India and any decree, judgment, legislation, order, ordinance, regulation, by-law, statute, notification, circular, guideline, statutory instrument or other legislative measure, in each case of any jurisdiction whatever (and "lawful" and "unlawful" shall be construed accordingly);
- 1.2.4 References in the singular shall include references in the plural and vice versa;
- 1.2.5 A reference to a "day" means a calendar day;
- 1.2.6 References to a particular Clause, paragraph, sub-paragraph or Schedule shall, except where the context otherwise requires, be a reference to that Clause, paragraph, sub-paragraph or Schedule in or to this Agreement;
- 1.2.7 The headings are inserted for convenience and are to be ignored for the purposes of construction;
- 1.2.8 Terms defined in the Schedules hereto shall have the meanings ascribed thereto in the Schedules when used elsewhere in this Agreement;
- 1.2.9 The Schedules to this Agreement form part of this Agreement and will be of full force and effect as though they were expressly set out in the body of this Agreement;
- 1.2.10 Any reference to any agreement, deed, instrument, license code or other document of any description shall be construed, at the particular time, as a reference to that agreement, deed, instrument, license code or other document as the same may then have been amended, varied, supplemented, modified, suspended or novated;
- 1.2.11 The words "written" and "in writing" include a facsimile transmission and any means of reproducing works in a tangible and permanently visible form;
- 1.2.12 The words "include" and "including" are to be construed without limitation;
- 1.2.13 References to "construction" include, unless the context otherwise requires, design, procurement,

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delivery, installation, testing, completion, commissioning and other activities incidental to the process of construction;

1.2.14 References to a party shall include its successors and permitted assigns.

1.2.15 Definitions within Clauses have the meaning ascribed thereto; and

1.2.16 References to "person" includes (as the context requires) any natural and/or judicial entity (including the GOI or the Govt. of Maharashtra)

2. CONDITIONS PRECEDENT

2.1 Conditions Precedent to Services

The provisions of this Agreement (other than those contained in Clauses 1, 2, 10 to 12 and 14 inclusive, which shall be binding on the Parties as from the date of this Agreement) shall take effect and become binding on the Parties from the date on which the following conditions precedent shall have been satisfied in full:

- (a) the receipt by AAI of irrevocable notice from the Airport Company that the Concession Agreement shall have been executed and delivered by all the parties thereto;
- (b) the receipt by AAI of irrevocable notice from the Airport Company that the EPC Contracts have been executed and delivered by all the parties thereto and all the conditions precedent set out therein (excluding any condition precedent relating to this Agreement) shall have been satisfied or waived which notice shall be final and binding on the Parties
- (c) the receipt by AAI of irrevocable notice from the Airport Company that Financial Close has occurred which notice shall be final and binding on the Parties

provided that any such condition precedent may be waived by agreement in writing between AAI and the Airport Company.

2.2 Non-fulfilment of Conditions Precedent

2.2.1 Termination on Non-fulfilment

If the conditions precedent set out in Clause 2.1 have not been satisfied in full or not been waived by the date falling 12 (twelve) months after the date of this Agreement, the Airport Company and AAI shall, subject to Clause 2.2 have the right to terminate this Agreement by giving 21 (twenty one) days' notice in writing to the other Party and upon expiry of such notice this Agreement shall terminate, provided that in case the conditions precedent are satisfied or waived during the notice period then the Agreement shall come into force as contemplated under Clause 2.1.

2.2.2 Extension of Time for Fulfilment

At any time prior to the date specified in Clause 2.2.1, the Parties shall have the right to extend the date for satisfaction or waiver of the conditions precedent by a further 3 (three) months by mutual agreement.

2.3 Effective Date

This Agreement will become effective on the date of signature hereof by the Parties hereto ("Effective Date").

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3. SCOPE OF SERVICES – PRE-COMMISSIONING PHASE

3.1 Airport Company's Pre-Commissioning Obligations

Following the Financial Close, the Airport Company shall:

- (a) design and construct, at its own cost by no later than 180 (one hundred eighty) days prior to the Phase I Commissioning Date, the Facility except the provision of air conditioning which shall be provided 90 (ninety) days prior to the Phase I Commissioning Date;
- (b) design, acquire and install, at its own cost, the Airport Company's Equipment, which shall be owned by the Airport Company, on the Site, or if required in connection with the approach to the Airport, off the Site. AAI shall not be responsible for the testing and/or commissioning of the Airport's Company Equipment, which shall be the responsibility of the Airport Company. If required by the Airport Company, the Airport Company shall co-ordinate with AAI the calibration flights to enable the Airport Company to calibrate the Airport Company's Equipment;
- (c) install at its own cost, the provision for water, power and air-conditioning, telephone, crash alarm and other service media as are necessary and to be mutually agreed, to operate the Facility;
- (d) ensure that the Airport Company's Equipment is installed, tested and commissioned, at its own cost, by the Phase I Commissioning Date or in the case of any additional Airport Company's Equipment required for any Expansion of the Airport, by the future Commissioning Date;
- (e) identify to AAI the interfaces between the AAI Equipment and the Airport Company's Equipment; and
- (f) provide AAI with such access to the Airport or its Personnel, vehicles and agents as AAI reasonably requires for the performance of the AAI Pre-Commissioning Services;
- (g) the Airport Company prior to designing runway(s) and planning location of various CNS/ATM facilities, shall carry out a survey of an area of [30] NMs from the Airport Reference Point of the proposed greenfield airport through the Survey of India/ AAI or the agencies authorized by the Survey of India/ AAI. The above survey reports shall be submitted to AAI while obtaining concurrence of AAI for finalising the position of CNS/ATM facilities and for issuance of NOC for various structures etc.

3.2 AAI Pre-Commissioning Services

Following the Financial Close, AAI shall:

- (a) design, procure and install the AAI Equipment, which shall be owned by AAI, in the Facility, on the Site, or if required in connection with the approach to the Airport off the Site;
- (b) ensure that the AAI Equipment is installed, tested and commissioned by the Phase I Commissioning Date or Future Commissioning Date. In case the Airport Company requires AAI, to upgrade the AAI Equipment over and above the requirements set forth in the ICAO annexes and documents then the cost of such up-gradation of equipment shall be borne by the Airport Company;

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- (c) coordinate and ensure compatibility between AAI and the Airport Company's Equipment and interfaces. In respect of requirement of interfaces by either Party, the costs for the said interface(s), shall be borne by the Airport Company;
- (d) at the Airport Company's cost, participate in any benchmark testing conducted by the EPC Contractors in respect of any the Airport Company's Equipment, if required by the Airport Company;
- (e) prepare maps, charts, survey, IAL procedure, make site visits and associated works at the Airport Company's cost.

3.3 Co-ordination

AAI and the Airport Company acknowledge that, in order for either Party to comply with its obligations under Clauses 3.1, 3.2, 3.4, 4.2, 4.3, 5.1, 5.2 and 5.3 of this Agreement, each Party will need to co-ordinate with the other and to that effect:

- (a) commencing with the first month following Financial Close, the Parties shall establish a Joint Co-ordination Committee-CNS/ATM ("JCC-CNS/ATM"), which shall meet at [Belapur, Navi Mumbai] on a quarterly basis or on a more regular basis if required to be called-for by any member of JCC-CNS/ATM;
- (b) the JCC shall be chaired by the Airport Company;
- (c) the JCC-CNS/ATM shall comprise of 4 (four) members with each Party nominating and appointing 2 (two) members. The Parties shall have deemed to have delegated to the members of JCC-CNS/ATM full authority to represent and bind the respective Party in respect of all matters being put-before JCC- CNS/ATM. The Committee members can also nominate and propose alternate names of members to attend the meeting on their behalf;
- (d) if the JCC-CNS/ATM is unable to reach a conclusion on any matter in a manner that is satisfactory to the Parties, either Party shall be entitled, in the first instance, to refer such matter to the Chief Executive Officer of the Airport Company and the Chairman of AAI. If the aforesaid Senior Executives are unable to resolve the matter within 15 (fifteen) business days, from the date such matter was referred to them, then, either Party shall be entitled to refer the matter for resolution under Clause 12.

3.4 AAI's General Obligations

AAI shall in connection with the performance of this Agreement:

- (a) provide such information to and interact with the EPC Contractors and at such times as to enable the EPC contractors to design and complete the Facility and Office Accommodation in a timely, orderly, logical and consistent manner along with the completion of the Airport;
- (b) be fully responsible for the safety at its work site and care of the works in accordance with Good Industry Practice;
- (c) cooperate with the EPC Contractor in any reprogramming required in respect of the Facility and/or the Office Accommodation due to a delay for any reason;
- (d) cooperate with the EPC Contractor in any acceleration measures adopted by the EPC Contractor to expedite progress in respect of the Facility and/or the Office Accommodation; and

AAI




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- (e) suspend work at the Facility and/or the Office Accommodation upon an order by the Airport Company necessitated by reason of design or execution of the Facility and/or the Office Accommodation or if an unsafe condition exists or is likely to result or if it is necessary by conditions on the Site or if it is necessary by reason of any action of the Government of India in accordance with the Concession Agreement.

4. SCOPE OF SERVICES – COMMISSIONING PHASE

4.1 Commencement of Phase I Commissioning Period and Future Commissioning Period

4.1.1 The Airport Company shall, as soon as practicable and at the latest by the date falling 365 (three hundred and sixty five) days from the Financial Close, notify AAI of the date upon which the Airport Company anticipates the Phase I Commissioning Period will commence (“**Scheduled Commissioning Date**”).

4.1.2 The Airport Company shall further notify AAI at least 180 (one hundred and eighty) days prior to the Scheduled Commissioning Date notified by the Airport Company to AAI pursuant to Clause 4.1.1 above of the date on which the Airport Company then anticipates, the Phase I Commissioning Date will occur and the Scheduled Commissioning Date shall be revised accordingly.

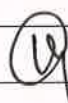
4.1.3 The Airport Company shall notify AAI at least 365 (three hundred and sixty five) days prior to the date on which the Airport Company anticipates any Future Commissioning Date will occur.

4.2 Airport Company’s Commissioning Obligations

4.2.1 At least 30 (thirty) days prior to the Phase I Commissioning Date or Future Commissioning Date, as the case may be, the Airport Company shall confirm in writing to the AAI that:

- (a) the runway, taxiway, apron and approach in respect of the Phase I shall be constructed by the Phase I Commissioning Period in accordance with the relevant provisions contained in the relevant ICAO annexes and documents (as amended from time to time) as appropriate for the proposed aircraft operation at the Airport and shall be available for aircraft operation by the Airport Opening Date;
- (b) the strips, shoulders, stop way and RESA for runway and strips & shoulders for taxiways for the Phase I shall be constructed by the Phase I Commissioning Period and thereafter shall be maintained in accordance with the relevant provisions contained in the relevant ICAO annexes and documents (as amended from time to time) as appropriate for the proposed aircraft operation;
- (c) from the Phase I Commissioning Period, the Obstacle Limitation Surfaces of the Airport including approach and take-off areas shall be maintained free from obstructions or the obstructions shall be limited to the permissible limits in accordance with the relevant provisions contained in the relevant ICAO annexes and documents (as amended from time to time) as contained in GOI Gazette GSR 751 (E) in MoCA website for which AAI will be approached for accord of NOC of structures;
- (d) from the Phase I Commissioning Period, the appropriate category of rescue and fire-fighting services shall be made available in accordance with the relevant provisions contained in the relevant ICAO annexes and documents (as amended from time to time);
- (e) from the Phase I Commissioning Date, the Airport Company shall provide adequate space in the fire watch tower/ any other suitable location to enable AAI’s Personnel to establish an

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alternative facility for the provision of CNS/ATM Services in case of any contingency situation;

- (f) from the Airport Opening Date, appropriate arrangements shall be in place at the Airport to prevent bird/animal nuisance in and around the operational area.

4.2.2 During the Phase I Commissioning Period or Future Commissioning Period, as the case may be, the Airport Company shall:

- (a) within 14 (fourteen) days of the commencement of the Phase I Commissioning Period or Future Commissioning Period, as the case may be, confirm in writing to AAI that the Airport Company's Equipment has been supplied and installed. The Airport Company shall also confirm in writing to the AAI that by the Airport Opening Date such equipment required for the Phase I has been tested and approved for operations;
- (b) provide AAI with such access to the Airport for its Personnel, vehicles and agents as AAI reasonably requires for the performance of the AAI Commissioning Services;
- (c) provide AAI with a dual supply of electrical power and water sufficient to enable it to perform the AAI Commissioning Services;
- (d) to the extent that AAI determines that, as a result of the Expansion of the Airport, additional standby supplies of electrical power are required at the Airport, AAI shall notify the Airport Company of its additional requirements and the Parties shall meet to discuss and seek to reach agreement regarding the additional standby supply required by AAI;
- (e) provide AAI and/or its Personnel with such information as they may reasonably require for the performance of the AAI Commissioning Services;
- (f) provide AAI with Facility as set out in Schedule 2, to enable AAI to perform its obligations; and
- (g) provide AAI with direct telephone with STD facility in ATC.

4.3 AAI Commissioning Services

4.3.1 During the Phase I Commissioning Period and any Future Commissioning Period, and during the Airport operation trials as determined by the Airport Company, AAI shall;

- (a) within 14 (fourteen) days of the notice received from the Airport Company in accordance with Clause 4.2.1 confirm in writing to the Airport Company that all the AAI Equipment has been supplied and installed and that the AAI Equipment is compatible with the equipment provided by the EPC Contractors;
- (b) test and commission all AAI Equipment such that it is fully operational;
- (c) take all steps necessary to integrate the AAI Equipment with any relevant air navigation and meteorological equipment and systems operated by AAI and with the Airport Company's Equipment to the extent required. Any costs of such integration with the Airport Company's Equipment shall be borne by the Airport Company;
- (d) carry out such calibration flights as are necessary to commission the AAI Equipment and, to the extent practicable, shall coordinate those flights with the Airport Company to enable the Airport Company to calibrate the Airport Company's Equipment at the same time. AAI shall

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not be liable for the cost incurred by the Airport Company to calibrate the Airport Company's Equipment. The cost incurred by AAI to calibrate the Airport Company's Equipment shall be recovered from the Airport Company;

- (e) where appropriate, assist the Airport Company and DGCA in the performance of any checks and procedures which are required to be performed to commission the Airport;
- (f) prepare and publish all such procedures, manuals and charts related to the AAI Services as are necessary in order to ensure the safe, expeditious and orderly operation of aircraft at the Airport and in the airspace in the vicinity of the Airport in accordance with ICAO annexes and documents (as amended from time to time);
- (g) mutually agree with the Airport Company the Operating Coordination Procedure and the Incident Reporting Procedure in accordance with ICAO annexes and documents and in conformity with the overall airspace management, requirements of defence and the Flight Information Region in which it operates; and
- (h) provide the Airport Company and other agencies with such assistance as may be reasonably required during any trial operations at the Airport.

4.3.2 AAI shall, during performance of the AAI Commissioning Services, provide such reasonable assistance as may be necessary to EPC Contractors to ensure that the AAI Equipment is adequately integrated with the Airport Company's Equipment.

4.3.3 Following performance of the AAI Commissioning Services in accordance with Clause 4.3.1 and prior to the end of the Phase I Commissioning Period or Future Commissioning Period, as the case may be, AAI shall confirm to the Airport Company in writing that the AAI Equipment is fully operational and integrated with the Airport Company's Equipment and that the AAI Equipment is such that AAI can perform the AAI Operative Services in accordance with the relevant standards prescribed in the relevant ICAO annexes and documents (as amended from time to time).

5. SCOPE OF SERVICES – OPERATION PHASE

5.1 AAI Operative Services

AAI shall start with multi shift operations, for 24*7 operations, from and including the Airport Opening Date, in accordance with the relevant standards prescribed in the relevant ICAO annexes and documents (as amended from time to time):

- (a) provide on quarterly cost recovery basis, the CNS/ATM Services as defined in Scheduled 3, and shall extend its CNS/ATM services to cater to multi shift operation based on mutual agreement between AAI and the Airport Company;
- (b) maintain the AAI Equipment including carrying out periodic flight calibration of the AAI Equipment and other tests;
- (c) upgrade the AAI Equipment from time to time (i) as a minimum to comply with the relevant provisions contained in the relevant ICAO annexes and documents (as amended from time to time);
- (d) procure such equipment as may be required from time to time to enable AAI to provide the relevant CNS/ATM Services at the Airport;
- (e) relocate at the Airport Company cost, AAI Equipment for the Airport Company's operative

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convenience for reasons of modification/ expansion/ upgradation required by the Airport Company at the Airport, provided such relocation does not affect the Airport Company obligations and or smooth operation of the Airport;

- (f) review from time to time such procedures as are necessary for safe, expeditious and orderly flow of air traffic;
- (g) Provide connectivity from ATS system to airport AODB and provide the Airport Company all statistics of the air traffic movements for daily, weekly and monthly movements in the agreed format, frequency and method of delivery through the Airport community network as agreed from time to time;
- (h) provide and keep record of such information and issue notices to the Airport Company and airmen as is required under the Operating Coordination Procedure and the Incident Reporting Procedure including breakdown of CNS/ATM Service.

5.2 ATM - En-route and Other Services, if required

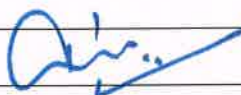
If AAI requires, it may, subject to receiving the prior consent of the Airport Company, which will not be unreasonably withheld, install at the Airport or on the Site, any equipment or facilities necessary for the provision of en-route air navigation services. In installing such equipment or other facilities at the Airport, AAI shall take appropriate measures to avoid any disruption to the normal operation of the Airport. AAI shall not be held liable for any disruption in the normal operation of the Airport arising on account of actions directly attributable to the Airport Company. AAI shall ensure that all buildings, works or facilities (if any) constructed, operated or maintained by them conform to design and architecture guidelines and the Master Plan from time to time. All costs (i.e. both capital and operating) relating to provision to these services shall be borne by AAI alone.

5.3 Airport Company's Operative Obligations

Following the Airport Opening Date, the Airport Company shall:



- (a) ensure that the runway, taxiway, apron and approach for the Phase I have been constructed and shall be maintained in accordance with the provisions contained in the relevant ICAO annexes and documents (as amended from time to time) as appropriate for the proposed aircraft operation at the Airport and are available for aircraft operation;
- (b) ensure that the strips, shoulders, stop way and RESA for runway and strips and shoulders for taxiways for the Phase I have been constructed and shall be maintained in accordance with the provisions contained in the relevant ICAO annexes and documents (as amended from time to time) as appropriate for the proposed aircraft operation;
- (c) ensure that the obstacle limitation surfaces of the Airport including approach and take-off area shall be maintained free from obstructions or the obstructions shall be limited to the permissible limits in accordance with the provisions contained in the relevant ICAO annexes and documents (as amended from time to time) and GOI Gazette Notification GSR 751 (E) (as amended from time to time) in MoCA website for which AAI will be approached for accord of NOC of structures;
- (d) ensure that the sensitive and critical areas as identified by AAI for the various CNS/ATM equipment/ facilities shall be maintained free of any obstruction and no obstruction shall be allowed in these zones which may hamper the functioning of these equipment/ facilities and endanger the safety of aircraft operations;

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- (e) ensure that the appropriate category of rescue and fire-fighting services shall be made available and maintained in accordance with the provisions contained in the relevant ICAO annexes and documents (as amended from time to time);
- (f) ensure that appropriate arrangements are in place at the Airport to prevent bird/animal nuisance in and around the operational area;
- (g) ensure that suitable contingency arrangements are in place at the Airport to deal with the following events:
 - (i) removal of disabled aircraft from the runway;
 - (ii) bomb threat to aircraft or the Airport;
 - (iii) aircraft accidents in and around the vicinity of the Airport;
 - (iv) non-scheduled aircraft forced to land at the Airport;
 - (v) fires at the Airport;
 - (vi) natural calamities and disasters;
 - (vii) industrial unrest at the Airport and surrounding areas;
 - (viii) anti-hijacking measures to handle unlawful interference with Civil Aviation at the Airport;
 - (ix) militants attack on the Terminal Building or any operational area at the Airport;
- (h) ensure that emergency alarm bells have been installed to link the Control Tower to the emergency services (fire, medical and police) and to the Airport Terminal manager;
- (i) provide AAI with such access to the Airport and all operational areas for its Personnel, Vehicles and agents as AAI reasonably requires for the performance of the AAI Operative Services;
- (j) provide AAI at the Airport Company's cost:
 - (i) with a dual supply of electrical power and water sufficient to enable it to perform the AAI Operative Services;
 - (ii) Transport facility sufficient to enable it to perform AAI operating services. Number of transports to be provided will be decided by the Airport Company & AAI mutually;
 - (iii) EPABX extensions, auto telephone with STD facility in the equipment room, Fax, hotline, cell phone in ATC;
- (k) to the extent that AAI determines that, as a result of the expansion of the Airport, additional standby supplies of electrical power are required at the Airport, AAI shall notify the Airport Company of its additional requirements and the Parties shall meet to discuss and seek to reach agreement regarding the additional standby supply required by AAI;
- (l) provides AAI and/or its Personnel with such information as they reasonably require for the

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performance of the AAI Operative Services;

- (m) make the Office and buildings for navigational aids/ Radar and the Facility available at all times to AAI Personnel and agents of AAI deployed at the Airport in the provision of the AAI Services;
- (n) at its cost, maintain the Airfield Lighting System, the main and standby power supply systems in accordance with the relevant standards prescribed in the relevant ICAO annexes and documents (as amended from time to time);
- (o) ensure that its employees and agents report, in accordance with the Operating Coordination Procedure, any failure or defects in the Airfield Lighting System and the non-availability of any of the Airport Company's Equipment to AAI as soon as they become aware of such failure or defect;
- (p) notify AAI of any proposed closure or withdrawal of any infrastructure or facilities provided by the Airport Company except in an emergency, as per Operating Coordination Procedure as mutually agreed between the Parties in writing as amended from time to time;
- (q) on the instruction of AAI, remove, at the Airport Company's cost, any obstructions from the runway or the movement areas and ensure that its employees and agents notify AAI, in accordance with the Operating Coordination Procedure or Incident Reporting Procedure, as the case may be, on becoming aware of any such obstruction;
- (r) At the Airport Company's cost, relocate AAI Equipment for the reasons of any alteration or modification at the Airport;
- (s) In case of an upgrade or Expansion, the Airport Company bears the total costs for AAI Equipment which is over and above ICAO recommendations and which is requested by the Airport Company;
- (t) allocate parking bays and aero bridges for the aircrafts on receipt of aircraft ETA and inform AAI and AAI shall guide the aircraft accordingly. The Apron Control Services shall be provided by the Airport Company.

6. VARIATIONS TO THE FACILITY

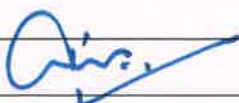
6.1 Request for Variation

If AAI requires any alteration or variation to the Facility and/or the Office Accommodation after the Effective Date, then, it shall notify the Airport Company in writing of such requirements providing full details of the alteration or variation being requested and the reasons for such alteration or variation.

6.2 Variations Not Affecting Airport Company's Costs

If the alteration or variations requested by AAI pursuant to Clause 6.1 will not impact, delay, disrupt or increase the cost of, the Phase I, then, the Airport Company shall take such steps as are reasonably necessary to implement the variation.

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7. REVENUES AND CHARGES

7.1 Route Navigation Facilities Charges

AAI shall, in consideration of it performing the relevant services, be entitled to recover the Route Navigation Facilities Charges (“RNFC”) directly from airlines and the Airport Company shall incur no liability in respect of such charges.

7.2 Terminal Navigation Landing Charges

Terminal Navigation Landing Charges (“TNLC”) payable by airlines shall be paid directly by the airlines to AAI and the Airport Company shall incur no liability in respect of such charges.

7.3 Collection

The failure by AAI to collect and/or any airline to pay either the Route Navigation Facilities Charges or the Terminal Navigational Landing Charges, shall not excuse AAI in any way whatsoever or howsoever from the performance of the AAI Services or its obligation to pay the fee set out in Clause 7.5. *Provided* in the event of failure by any particular airline(s) repeatedly defaulting in paying Route Navigation Facilities Charges and/or the Terminal Navigational Landing Charges to AAI, AAI shall have all the rights not to provide AAI Services to such airline(s) and that it shall not amount to default on the part of AAI in the performance of the AAI Services, as provided in this Agreement.

7.4 CNS-ATM Service Charges

The provision of CNS-ATM services as mentioned in Clause 5.1 shall be on cost recovery basis. Further, TNLC revenues collected by AAI shall be deducted from the actual cost of providing the CNS/ATM services during that year (cost includes pro-rated capital cost and all the operating costs including staff cost). In addition, Airport Company shall give a bank guarantee in favour of AAI equivalent to 6 month’s CNS/ATM Service charges with validity for 3 years which has to be renewed from time to time at the expiry of the period.

Deficit, if any, between the actual cost of providing the CNS/ATM services during that year (cost includes pro-rated capital cost and all the operating costs including staff cost) and TNLC revenues in the first 3 years will be recovered with 12% interest from 4th, 5th and 6th years. If any uncovered deficit at the end of 6th year, the same will be paid by Airport Company to AAI.

From the 7th year onwards surplus between cost and TNLC revenue will accrue to AAI till the validity of this agreement.

7.5 Rental Fee Payable by AAI



No rental fee shall be payable by AAI to the Airport Company in consideration for providing the Facility and Office Accommodation as set out in Schedule 2 except for residential accommodation.

8. STANDARDS OF SERVICES AND FAILURE TO PERFORM

8.1 Standards of Services

8.1.1 AAI shall at all times provide the AAI Services in accordance with the relevant standards prescribed in the relevant ICAO annexes and documents (as amended from time to time) and shall incur all expenses in relation to the provision of AAI Services or AAI Equipment.

8.1.2 AAI shall ensure that its Personnel shall participate, at the Airport Company’s cost, in any quality

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improvement measures initiated by the Airport Company at any time, if required, and shall assist the Airport Company in achieving and maintaining the service level standards required by the Concession Agreement.

8.2 Non-Interference

AAI shall not, and shall ensure that, its Personnel and agents do not intervene in, interrupt or cause any disruption to the design, construction, commissioning, completion, development, financing and/or maintenance of the Airport and following the Airport Opening Date or earlier part commissioning, and except as is necessary for the provision of the AAI Services, intervene in or interrupt in any way the operation of the Airport.

8.3 Indemnity

8.3.1 Each Party shall indemnify, defend and hold harmless the other Party and its contractors, principals and agents, from and against any and all payments equal to the loss, cost, expense, liability or damage asserted against, imposed upon or incurred by the suffering Party and its contractors, principals and agents by reason of failure or delay or resulting from claims of third parties arising directly or indirectly, in whole or in part out of the performance (whether by act or omission) of either Party's obligations (the occurrence of an event of a Force Majeure being exempted), including claims for injury towards death of persons or for Loss or claims for Loss of damage to property.

8.3.2 Liability

The Parties intend that the rights, obligations and liabilities contained in this Agreement shall be an exhaustive description of the rights, obligations and liabilities of the parties arising out of or in connection with this Agreement. Accordingly, the remedies expressly stated in this Agreement and any document entered into pursuant to it shall be the sole and exclusive remedies of the Parties for liabilities to one another arising out of or in connection with this Agreement, including any representation, warranty or undertaking given in connection with it, notwithstanding any remedy otherwise available under Applicable Laws or in equity.

9. FORCE MAJEURE

9.1 Force Majeure

This Clause 9 shall apply if the performance by any Party ("**Affected Party**") of its obligations under this Agreement is prevented, hindered or delayed in whole or in part by reason of Force Majeure as defined in Schedule 4.

9.2 Consequences of Force Majeure

9.2.1 Performance Obligation

The Affected Party shall not be liable for any failure to comply, or delay in complying, with any obligation under or pursuant to this Agreement and it shall not be required to perform its obligations to the extent that such failure or delay has been caused directly by any event of Force Majeure and, in particular, but without limitation, the time allowed for performance of any such obligations shall be extended accordingly.

9.2.2 Notification

If the Affected Party claims that it has been prevented from fulfilling any of its obligations under this Agreement by reason of any event of Force Majeure, it shall notify the other Parties as soon as

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reasonably practicable in writing, stating the basis for the claim and the consequences.

9.2.3 Mitigation

The Affected Party shall take all reasonable steps to mitigate the effect of the event of Force Majeure.

10. TERM AND TERMINATION

10.1 Airport Company's Termination Events

AAI shall be entitled to issue a notice of termination to the Airport Company, if:

- (a) the Airport Company fails to pay when due and payable any amount payable to it under this Agreement and such failure is not remedied within 90 (ninety) days of receipt of a notice from AAI specifying the default and requiring it to be remedied;
- (b) an order being made or a resolution being passed for the liquidation, bankruptcy or dissolution of the Airport Company, which is not, if capable of being so, discharged or, as the case may be, revoked within 90 (ninety) days thereafter;
- (c) the Airport Company fails to perform or comply with any obligation in this Agreement (other than an obligation to pay money) to an extent which has a material and adverse effect on the rights and obligations of AAI and if capable of being remedied, such failure continues for a period of 30 (thirty) days after receipt of notice from AAI, specifying the default and requiring it to be remedied. *Provided that*, AAI shall not be entitled to issue such notice of termination if the events and/or circumstances set out at (a), (b) and/or (c) above are the result and/or consequence of Force Majeure.
- (d) under the Concession Agreement, it is directed by the GOI therein to terminate this Agreement;
- (e) the Concession Agreement is terminated;

and further provided in each case that timely remedial action by the Airport Company has not been prevented by GOI, the Government of Maharashtra or AAI.

10.2 AAI Termination Events

The Airport Company shall be entitled to issue a notice of termination to AAI, if the Applicable Laws permit the Airport Company to perform the CNS/ATM Services, subject to suitable amendments to the Concession Agreement.

10.3 Effect of a Termination Notice

If a notice of termination is served by AAI or the Airport Company pursuant to this Clause 10, then, at any time after the expiry of a period of 90 (ninety) days after the date of service of the notice of termination, unless the circumstances giving rise to the issue of the notice of termination have been fully remedied or have ceased to apply, the Party that issued the notice of termination may terminate this Agreement with immediate effect.

10.4 Consequences of Termination

10.4.1 If this Agreement terminates pursuant to this Clause 10.2 by the Airport Company and to ensure that the operations of the Airport is not closed down on account of non-availability of AAI Services, AAI

AAI			Airport Company
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shall forthwith hand-over to GOI all AAI Equipment, manuals, charts and other memoranda prepared by AAI in the performance of AAI Services in "as-is-where-is" condition on mutually agreed terms in order to enable GOI to immediately act in accordance with Section 38 of AAI Act, 1994. AAI shall render all necessary co-operations to GOI to achieve the aforesaid purpose.

10.4.2 It shall thereafter be the sole discretion of the Airport Company to consult GOI to take appropriate steps that it deems fit in order to be rendered, through a third party, the services equivalent to AAI Services provided by AAI in the Airport. AAI shall render all necessary co-operations to the Airport Company to achieve the aforesaid purpose.

10.4.3 This shall be without prejudice to either Party's right or remedies available under this Agreement.

11. ASSIGNMENT

11.1 Assignment by AAI

Notwithstanding anything herein to the contrary, AAI shall not assign or otherwise transfer all or any of its rights or obligations under this Agreement without the prior written consent of the Airport Company, provided such assignment or transfer of AAI's rights or obligations is pursuant to the enactment of statute. Such assignee or transferee shall be bound by the terms and conditions of this Agreement.

11.2 Assignment by the Airport Company

Notwithstanding anything herein to the contrary, but subject to Clause 14.6, the Airport Company shall not assign or otherwise transfer all or any portion of its rights or obligations under this Agreement without the prior written consent of AAI, provided, however, that the Airport Company may, without such prior written consent, but upon prior written notice to AAI:

- (a) transfer all or substantially all of its rights and obligations hereunder to its Affiliate;
- (b) transfer all or any part of its rights and obligations herein to a purchaser of ownership interests in the Airport Company in accordance with the terms of the Concession Agreement;
- (c) transfer to Senior Lenders, the Airport Company's rights under this Agreement as collateral security for amounts payable under any Financing Agreements under which the Airport Company has borrowed money; or
- (d) transfer all or substantially all of its rights and obligations herein to GOI pursuant to the terms of the Concession Agreement.

12. DISPUTE RESOLUTION

12.1 Negotiation and Conciliation

The Parties shall use their respective reasonable endeavours to settle any dispute, difference claim, question or controversy between the Parties arising out of, in connection with or in relation to this Agreement ("Dispute") amicably between them through negotiation.

12.2 Reference to Arbitrator

Subject to anything contained in the relevant independent regulatory authority legislation regarding the settlement of disputes, any Dispute which the Parties are unable to resolve pursuant to Clause 12.1 within 60 (sixty) days (or such longer period as the Parties may agree) of the written notification

AAI			Airport Company
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by one Party to the other of the existence of a Dispute shall be finally determined by arbitration in accordance with the Arbitration and Conciliation Act 1996 (“**Arbitration Act**”) and/or any statutory modification thereof and in accordance with the UNCITRAL Rules (“**Arbitration Rules**”) by 3 (three) arbitrators appointed in accordance with the Arbitration Act.

12.3 Miscellaneous

The venue of arbitration shall be New Delhi. Each Party shall pay the expenses of the arbitration in accordance with the Arbitration Rules and the eventual liability for the costs shall be in terms of the arbitral award. No arbitrator shall be the present or former employee or agent of, or consultant or counsel to either Party or in any way related or closely connected with the Parties. The language of the arbitration shall be English.

12.4 Decision/Award

Any decision or award of an arbitral tribunal appointed pursuant to this Clause 12 shall be final and binding upon the Parties. The Parties waive any rights to appeal or any review of such award by any court or tribunal of competent jurisdiction insofar as such waiver can validly be made. The Parties agree that any arbitration award made may be enforced by the Parties against assets of the relevant Party, wherever those assets are located or may be found, and judgement upon any arbitration award (wherever necessary) may be entered by any court of competent jurisdiction thereof. The Parties expressly submit to the jurisdiction of any such court for the purposes of enforcement of any arbitration award.

13. MAINTENANCE OF INSURANCE

13.1 Obtaining of Insurance

AAI shall effect and maintain on cost recovery basis from the Airport Company, at all times the required insurances to cover loss or damage to its property, third party liability, workmen’s compensation policy and any other insurance considered necessary or prudent in accordance with Good Industry Practices, the Airport Company and the Senior Lenders shall be names co-insured under AAI’s insurance policies under this Agreement.

13.2 Policies


With 30 (thirty) days of receiving any insurance policy certificates in respect of insurances required to be obtained and maintained under Clause 13.1, AAI shall inform the Airport Company that such insurances have been obtained and shall furnish to the Airport Company, if requested by the Senior Lenders, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire/ lapse until the expiration of at least 45 (forty-five) days’ notice of such cancellation, modification or non-renewal has been provided by AAI to the Airport Company.

13.3 Remedy for Failure to Insure

If AAI fails to effect and keep in force all insurances for which it is responsible pursuant hereto, the Airport Company shall have the option to keep in force any such insurances, and pay such premium and recover the costs thereof from AAI.

13.4 Application of Insurance Proceeds

All insurance claims paid to AAI under the Agreement shall be applied for reconstruction of the damaged property except for insurance proceeds unrelated to physical damage.

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14. MISCELLANEOUS PROVISIONS

14.1 Notices

14.1.1 Communications in writing

Except in respect of the Operating Coordination Procedure and Incident Reporting Procedure, any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by email, fax or letter.

14.1.2 Addresses

The address, email and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Agreement is as follows:

To, Airport Company:

Address: First Floor, Terminal 1, Chhatrapati Shivaji International Airport, Santacruz (E), Mumbai – 400 099
Email: sanjayreddy@gvk.com
Fax No.: +91-22-66851618
Attention: Mr. Sanjay Reddy, Managing Director

To, AAI:

Address: Rajiv Gandhi Bhavan, Safdarjung Airport New Delhi – 110 003, India
Fax No.: +91-11-24641088
Attention: Chairman



Or any substitute address, fax number or department or officer as the Party may notify to the other Party, by not less than 5 (five) business days' notice.

14.1.3 Deemed Delivery

Subject as otherwise provided in this Agreement, any communication under or pursuant to this Agreement, shall be deemed to be received by the recipient (if sent by fax/ email) on the next working day in the place to which it is sent or (in any other case) when left at the address required by Clause 14.1.2 or within 10 (ten) such working days after being sent by registered post postage prepaid and addressed to that address. For these purposes, working days are days other than Saturdays, Sundays and Gazette holidays.

14.2 Severability

The invalidity or unenforceability, in whole or in part, of any of the foregoing clauses or provisions of this Agreement, shall not affect the validity or enforceability of the remainder of such sections or provisions. In the event any material provision of this Agreement is held invalid or unenforceable, the Parties shall promptly renegotiate in good faith new provisions to replace such invalid or unenforceable provision so as to restore this Agreement as nearly as possible to its original intent and effect.

AAI			Airport Company
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14.3 Entire Agreement

This Agreement, including the Schedules hereto, contains the entire agreement between AAI and the Airport Company with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, with respect to such subject matter.

14.4 Amendment

No modification, amendment, or other change will be binding on any party unless consented to in writing by both Parties.

14.5 Additional Documents and Actions

14.5.1 The Airport Company shall take all necessary steps to obtain an airport licence from DGCA for an initial period of 2 (two) years to enable it to commence commercial operations, and thereafter, for its renewal for a further period of 2 (two) years prior to the expiry of the Airport licence issued for immediately preceding 2 (two) year period. For obtaining, renewing and maintaining such licence from time to time, AAI shall fulfil all its responsibilities as may be required for obtaining any licence and assist the Airport Company and DGCA in the performance of any checks and procedures and conform to all the prescriptions of DGCA in respect of CNS-ATM Services.

14.5.2 Each Party agrees to execute and deliver to the other Party such additional documents, and to take such additional actions and provide such cooperation, as may be reasonably required to consummate the transactions contemplated by, and to effect the intent of, this Agreement.

14.6 Direct Agreement

AAI shall, upon a request from the Senior Lenders enter into a direct agreement with the Senior Lenders substantially in the form attached as Schedule 5 to this Agreement, whereby, amongst other things, AAI agrees to give prior notice of any intention it may have to exercise its rights of termination under the Agreement, to allow such Senior Lenders the right to cure a default on the part of the Airport Company, and/or to allow such Senior Lenders under certain circumstances to substitute themselves or appoint a third party substitute to carry out the obligations and enjoy the benefits of the Airport Company under this Agreement.

14.7 Interest for Late Payment

Any amount properly due to a Party pursuant to this Agreement and remaining unpaid after the date when payment was due shall bear interest (both before and after judgment), such interest to accrue from day to day, from the date such payment was due until such amount is paid in full at a rate of 2 (two) percentage points above the Reserve Bank of India Prime lending fee in effect from time to time.

14.8 No Partnership

Neither this Agreement nor any other agreement or arrangement of which it forms part, nor the performance by the Parties of their respective obligations under any such agreement or arrangement, shall constitute a partnership between the Parties. No Party shall have any authority (unless expressly conferred in writing by virtue of this Agreement or otherwise and not revoked) to bind any other Party as its agent or otherwise.

AAI			Airport Company
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14.9 No Third Party Beneficiary

This Agreement is for the sole and exclusive benefit of the Parties hereto and, except for the rights expressly granted to the Senior Lenders hereunder, shall not create a contractual relationship with, or cause of action in favour of, any third party.

14.10 Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

14.11 Time is of the Essence

Time shall be of the essence in this Agreement, both as regards the dates, periods or times of day mentioned and as regards any dates, periods or times of day which may be substituted for them in accordance with this Agreement.

14.12 Computation of Time

Times referred to in this Agreement are times in Indian Standard Time. In computing any period of time prescribed or allowed under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included. If the last day of the period so computed is not a business day, then the period shall run until the end of the next business day.

14.13 Governing Language

The language which governs the interpretation of this Agreement is the English language. All notices required to be given by either Party to the other and all other communications and documentation which is in any way relevant to this Agreement and which is relevant to the execution, implementation and termination of this Agreement, including but not restricted to any dispute resolution proceedings, shall be in the English language.



14.14 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the Applicable Laws of India. The courts in New Delhi shall have jurisdiction over all matters arising out of or relating to this Agreement.


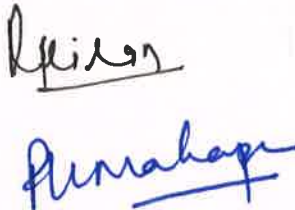
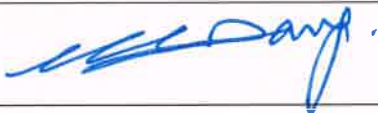

14.15 Covenants by AAI

AAI unconditionally and irrevocably:

- (a) agrees that, should any proceedings be brought against it or its assets in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity from such proceedings shall be claimed by or on behalf of itself or with respect to its assets;
- (b) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings in any jurisdiction to the giving of any relief or the issue of any process in connection with such proceedings (including the making, enforcement or execution of any such judgment or award or any order arising out of any such judgment or award against or in respect of any property whatsoever irrespective of its use or intended use).

AAI 	 Airport Company
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IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN ENTERED INTO ON THE DATE STATED AT THE BEGINNING:

<p>For and on behalf of AIRPORTS AUTHORITY OF INDIA.</p> <p>Signed by:</p> <p>Vineet Gulati, ED (ATM)-ATS Airports Authority of India.</p>	
<p>THE COMMON SEAL OF AIRPORT COMPANY has been affixed pursuant to the resolution passed by the Board of Directors of NAVI MUMBAI INTERNATIONAL AIRPORT PRIVATE LIMITED, the Airport Company at its meeting held on the 5th day of July, 2018 hereunto affixed in the presence of Vinod Hiran, Authorised Signatory, who has signed these presents in token thereof and Prabhat Mahapatra, Authorised Officer who has countersigned the same in token thereof:</p>	
<p>In the presence of:</p>	
<p>1. M.C. Dangi, ED(ATM-ASM)</p>	
<p>2. Prabhat Mahapatra, Authorised Officer.</p>	

SCHEDULE 1
Equipment at the Airport

Part 1: Airport Company's Equipment

1. Runway;
2. Runway lighting and marking;
3. Taxiway;
4. Taxiway lighting and marking;
5. Signage;
6. Apron;
7. Apron lighting and marking;
8. Facility;
9. Civil works (foundation only) related to AAI Equipment;
10. PAPI and approach lighting;
11. Aerodrome beacon (on the tower);
12. Landing day and night marking;
13. Wind direction indicator (Lighted);
14. Isolation bay;
15. Secondary power supply;
16. Hot lines between ATC and airport fire brigade;
17. Crash bell, cabling and siren;
18. Control panel and monitoring system for airfield lighting;
19. Upgrade visual aids (future);
20. Approach roads to the operational area, Navigation aids/ Radar besides approach roads to the Site of the Airport;
21. Office and residential accommodation for AAI Personnel and its agents;
22. Buildings for navigational aids/ radar installations;
23. EPABX extension, auto telephone with STD facility, Fax, hotline and cell phone in ATC;
24. Signal area as per ICAO specification;
25. Computer with printer and internet connection in ATC Tower.

Part 2: AAI Equipment

AAI would provide the CNS-ATM equipment in accordance with the provisions contained in the relevant ICAO annexure and documents (as amended from time to time) as required for the proposed aircraft operations as minimum following equipment is provided:

1. VHF Communication sets with accessories;
2. DVOR/ DME or NDB;
3. Voice Recorder;
4. ILS(Cat-III)&LP DME;
5. GPS Clock System.
6. ASRs
7. ASMGCS
8. ATM automation system

AAI



Airport Company

SCHEDULE 2
Facility

1. *Control Tower and Technical Block:* The Airport Company shall make available Control Tower and Technical Block to house various ATS units as per the requirement, Navigational-Aids and Radar building. The total maximum constructed/ built up area of Technical Block shall be 2,000 sqm.
2. *Office Accommodation:* The Airport Company shall make available offices for its personnel. The maximum area of Office Accommodation shall be 1000 sqm.
3. *Car Parking:* The Airport Company shall make available maximum 25 (twenty five) car parking spaces at the Airport for its personnel. These may be located in different places at airport.
4. *Standby Supply:* The Airport Company shall make available to AAI adequate standby electrical capacity at the Airport for provision of the AAI Services.
5. *Air conditioning and housekeeping:* The Airport Company shall provide air conditioning and housekeeping services for Control Tower, Technical Block and Office Accommodation.
6. *Residential accommodation to AAI personnel:* Reasonable number of residential accommodation shall be provided for AAI Personnel out of proposed Reserved Housing (200 units) to be constructed by the Concessionaire as per Concession Agreement In case there is a shortfall, the Airport Company shall reimburse the rental payable by AAI for providing residential accommodation to its Personnel. License fee for residential accommodation to be paid by AAI, on behalf of the AAI employees, shall be as per DPE guidelines.

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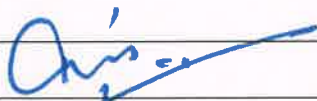
SCHEDULE 3
CNS/ ATM Services

AAI shall provide and coordinate for the following services at the Airport as appropriate, to the airspace configuration within the lateral and vertical limits of such air space:

1. Aerodrome Control Service including surface movement control/ apron control service;
2. Approach Control/ Approach Radar Control Service (if planned);
3. Associated services such as Aeronautical Mobile Service (AMS), Aeronautical Fixed Services (AFS), Aeronautical Information Service (AIS), Flight Information Service, Advisory Service, Alerting Service and Search & Rescue Coordination Services as appropriate,

all in accordance with the provisions contained in the relevant ICAO annexes and documents (as amended from time to time) and as required for the proposed aircraft operations.

AAI



Airport Company

SCHEDULE 4
Definition of Force Majeure

In this Agreement, “**Force Majeure**” means any act, event or circumstance or a combination of acts, events and circumstances, referred to in paragraph (A) below, which are beyond the reasonable control of the Affected Party and which the Affected Party could not have prevented by Good Industry Practice or by the exercise of reasonable skill and care in relation to the construction of any facilities, and which, or any consequences of which prevent, hinder or delay in whole or in part the performance by any Party of its obligations under this Agreement.

“**Force Majeure**” includes the following events and circumstances to the extent that they, or their consequences, satisfy the above requirements:

A. Acts, events or circumstances of the following types:

- (i) strikes, lock-outs or other industrial action or labour disputes involving any party or its contractors, or their respective sub-contractors, servants or agents, in any such case employed on the execution of work within India or the supply of goods or services within India;
- (ii) lightning, earthquake, tempest, cyclone, hurricane, whirlwind, storm, flood, washout, land slide, soil erosion, subsidence, drought or lack of water, and other unusual or extreme adverse weather or environmental conditions or actions of the elements, meteorites or objects falling from aircraft or other aerial devices, the occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, fire or explosion, chemical or radioactive contamination or ionising radiation (excluding circumstances where the source or cause of the explosion or contamination or radiation is brought or has been brought onto or near the Site by the Affected Party or those employed or engaged by the Affected Party unless it is or was essential for the construction or operation of any part of the Airport);
- (iii) any accidents at the Airport;
- (iv) any accidental loss of or damage to cargo in the course of transit by any means and intended for incorporation into the Airport, occurring prior to the Airport Opening Date;
- (v) loss of or serious accidental damage to the Airport;
- (vi) epidemic;
- (vii) act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, bombs or civil commotion;
- (viii) sabotage, terrorism or the threat of such acts;
- (ix) act of God; or
- (x) any act, event or circumstance of a nature analogous to the foregoing;

B. Provided that none of the following matters or their consequences shall be capable of constituting or causing Force Majeure:

- (i) failure or inability to make any payment; or
- (ii) the effects of market conditions unless such market conditions were themselves caused by or were a result of a Force Majeure event.


AAI



Airport Company

And further provided that an act, event or circumstance referred to in paragraph (A) above which primarily affects a third party or third parties (including without limitation, the construction, contractor or operator(s) of the Airport, an affiliate of a Party or a Party's or it's affiliate's subcontractors) which prevents, impedes or delays a Party in the performance of its obligations, shall constitute Force Majeure hereunder as to such Party as appropriate if and to the extent that it is of a kind or character that, if it had happened to the Party wishing to rely on this Clause, would have come within the definition of Force Majeure under this Schedule 4.

AAI



Airport Company

SCHEDULE 5
Form of AAI Direct Agreement

[On the letterhead of the Airport Company]

[Date]

[The Chairman],
Airports Authority of India,
Rajiv Gandhi Bhavan Safdarjung Airport Complex
New Delhi – 110 003

Dear [Chairman],

We refer to the Agreement for the Provision of CNS/ATM Facilities and Services (“CNS/ATM Agreement”) dated [] between the Airports Authority of India (“AAI”) and ourselves (“Airport Company”).

As contemplated in the CNS/ATM Agreement, the Airport Company proposes to enter into the Financing Agreements (*as defined in the CNS/ATM Agreement and copies of which have been delivered to you*), pursuant to which the Secured Parties (*as defined below*) have agreed to provide financing to the Airport Company for the development of a greenfield airport at Navi Mumbai, in the State of Maharashtra.

As security for such financing, we hereby notify you that pursuant to the [] (“Deed”) to be entered into in favour of [] as trustee (“Security Trustee”) for the benefit of certain banks and financial institutions (“Senior Lenders”), the Airport Company has granted to the Security Trustee for the benefit of the Senior Lenders, a first priority security interest in all of the assets of the Airport Company (“Collateral”), including, inter-alia, the CNS/ATM Agreement.

The Senior Lenders together with the Security Trustee are herein called the “Secured Parties”.

The Airport Company requests that, by signing and returning the enclosed copy of this acknowledgment and consent (“Agreement”), AAI confirm and agree, for the benefit of the Secured Parties, the following:

- (a) AAI:
- (i) acknowledges receipt of a copy of the Deed;
 - (ii) consents to the assignment (and to the extent not capable of assignment under the Deed, the charge) under the Deed for the benefit of the Secured Parties of all of the Airport Company’s right, title and interest in the CNS/ATM Agreement as security for the obligations due to the Secured Parties;
 - (iii) agrees that such assignments (or charge as the case may be) do not or will not contravene or violate the CNS/ATM Agreement; and
 - (iv) agrees that its execution and delivery of this Agreement constitutes its proper written consent to such assignment (or charge as the case may be) and prospective assignment as provided for in Clause 11.2 of the CNS/ATM Agreement.
- (b) AAI agrees that:
- (i) If the Security Trustee has elected to exercise its rights pursuant to the security interests granted by the Airport Company to have itself or its designee substituted for the Airport

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Company under the CNS/ATM Agreement, then, such Security Trustee or its designee shall be substituted for the Airport Company; and

- (ii) If the Security Trustee shall sell or otherwise dispose of all or any part of the Collateral pursuant to the exercise of remedies under the security interests granted by the Airport Company (whether by foreclosure or otherwise), the purchaser shall, at the request of the Security Trustee and with the prior written consent of AAI, which consent shall not be unreasonably withheld, be substituted for the Airport Company under the CNS/ATM Agreement, and in either case, the substituted party will succeed to all rights, title and interest of the Airport Company with respect to such Collateral sold or disposed of under the CNS/ATM Agreement and may perform and shall be entitled to the benefits of the CNS/ATM Agreement as if it were the Airport Company under the CNS/ATM Agreement.
- (c) AAI agrees that it will pay money due to the Airport Company under the CNS/ATM Agreement exclusively for deposit directly and in immediately available funds to such account in [] (Name of the place of Site) as the Security Trustee may from time to time direct (and the Airport Company hereby authorises and directs AAI to make such payments as aforesaid). In the event of exercise by the Security Trustee or its designee of its rights pursuant to the security interests granted by the Airport Company, AAI will comply with any and all written instructions received from the Security Trustee to pay money due from AAI under the CNS/ATM Agreement directly to or to the order of the Security Trustee in lieu of paying such money to the account designated in the previous sentence (all other terms and conditions of such payments shall remain as provided in the previous sentence) and in full satisfaction of its obligations to pay these amounts to the Airport Company.
- (d) AAI agrees that it will recognise the Security Trustee as the true and lawful attorney of the Airport Company pursuant to the Deed.
- (e) AAI agrees that it shall not terminate the CNS/ATM Agreement or suspend performance of its obligations there under without issuing a Notice to the Security Trustee.
- (f) AAI agrees that the Security Trustee shall be entitled at any time to take or procure the taking of action consistent with the terms of the CNS/ATM Agreement as may be necessary to remedy the event which has given rise to the Notice.
- (g) AAI agrees that that it shall notify the Security Trustee immediately upon the occurrence of any of the events which entitle AAI to exercise its rights under Clause 10.1 of the CNS/ATM Agreement and shall provide to the Security Trustee (simultaneously with the issue of such notice to the Airport Company) a copy of any notice of the occurrence of such events including any notice prior to and after the expiry of the cure periods there under.
- (h) This Agreement shall be governed by and construed in accordance with the Applicable Laws of India.
- (i) Any dispute or difference arising out of or in connection with this Agreement, shall regardless of the nature thereof, be referred to dispute resolution pursuant to the provisions of Clause 12 of the CNS/ATM Agreement, which provisions are incorporated herein by reference and made a part hereof as if such provisions were fully set forth herein.
- (j) The provisions of Clause 14.14 of the CNS/ATM Agreement shall apply to this Agreement and are incorporated herein by reference and made a part thereof as if such provisions were fully set forth herein.
- (k) This Agreement will terminate without further action by any party hereto on the date on which there is no Debt outstanding to the Senior Lenders.

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(l) This Agreement shall become effective on the Effective Date.

Yours faithfully,

Airport Company

By: Navi Mumbai International Airport Pvt. Ltd.

Name: Sanjay Reddy

Title: Managing Director

Airports Authority of India hereby acknowledges and agrees to be bound by the foregoing terms of this Agreement as of this [] day of [].

By: []

Name: []

Title: []

Acknowledged, accepted and agreed as of the date this Agreement is executed by Airports Authority of India.

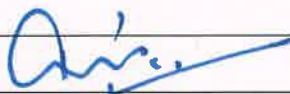
[], as Security Trustee;

By [],

Name:

Title:

AAI



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