



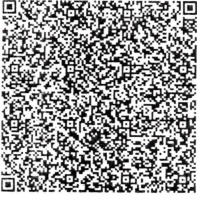
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Description of Document : Article 5 General Agreement
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Second Party : ADANI THIRUVANANTHAPURAM INTERNATIONAL AIRPORT LTD
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(Five Hundred only)



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CNS/ATM AGREEMENT

Between

Airports Authority of India

And

Adani Thiruvananthapuram International Airport Limited

(This CNS/ATM Agreement forms an integral part and parcel of Concession Agreement dated 19.01.2021)

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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SCHEDULE Q
CNS/ATM AGREEMENT

(See Clause 20.2.1)

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This agreement for the provision of CNS/ ATM Services at Thiruvananthapuram International Airport (this "**Agreement**") is entered into at New Delhi on this 25th day of August, 2021

By and between:

1. The Airports Authority of India, established under the Airports Authority of India Act, 1994 (the "**Act**"), represented by its Chairman and having its principal offices at Rajiv Gandhi Bhavan, 3rd Floor, C-Block, Safdarjung Airport, New Delhi - 110 003, India (hereinafter referred to as the "**Authority**" or "**AAI**" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of the One Part; and

2. **Adani Thiruvananthapuram International Airport Limited**, a company incorporated under the provisions of the Indian Companies Act, 2013 and having its registered offices at Adani Corporate House, Shantigram, S G Highway, Ahmedabad – 382421, Gujarat, India (hereinafter referred to as the "**Concessionaire**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

The expressions "**AAI**" and "**Concessionaire**" shall, wherever the context requires, mean and include their respective successors-in-interest and permitted assigns and shall collectively be referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS:

- A. The Concessionaire has entered into a Concession Agreement (*as defined below*) with the Authority for operations, management and development of the Thiruvananthapuram International Airport in the State of Kerala.
- B. Pursuant to the Airports Authority of India Act, 1994, AAI is responsible for the provision of air traffic services within Indian airspace and at all civil airports in India.
- C. In accordance with the above Act, AAI will provide services at the Airport (*as defined below*) on the terms and conditions set out in this Agreement.

Now, therefore, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement unless the context otherwise requires:

"**AAI Development Equipment**" has the meaning set out in Clause 6.4;

"**AAI Equipment**" means all equipment and facilities, other than the Concessionaire Equipment, required by AAI to enable AAI to perform the AAI Services in accordance with this Agreement and the relevant ICAO Documents and Annexes, and shall, as the context may require, include the AAI Development Equipment;

"**AAI Services**" means the services to be provided by the Authority under this Agreement and set out in Clause 5.1;



"**AERA**" means the Airports Economic Regulatory Authority of India, established under the AERA Act, and shall include any successor entity in accordance with the Applicable Laws;

"**Affected Party**" shall have the meaning given to it in Clause 11.1;

"**Affiliate**" shall have the meaning ascribed thereto in the Concession Agreement;

"**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 in accordance with the relevant ICAO Documents and Annexes;

"**Airport**" shall have the meaning ascribed thereto in the Concession Agreement;

"**COD**" shall have the meaning ascribed thereto in the Concession Agreement;

"**Chicago Convention**" shall have the meaning ascribed thereto in the Concession Agreement;

"**CNS/ ATM Charges**" shall have the meaning set out in Clause 8.1;

"**CNS/ATM Equipment**" means all equipment and facilities required by AAI for performing the CNS/ATM Services and includes the Concessionaire Equipment and AAI Equipment;

"**CNS/ATM Services**" means communication, navigation and surveillance, and air traffic management services to be provided by AAI at the Airport and as more particularly described in this Agreement and in Schedule 2;

"**Concession Agreement**" means the Concession Agreement dated 19.01.2021 entered into between the Authority and the Concessionaire;

"**Concessionaire Equipment**" means the Concessionaire's equipment and facilities set out in Part 1 of Schedule 1, and shall, as the context may require, include the Concessionaire Development Equipment;

"**Concessionaire Development Equipment**" has the meaning set out in Clause 6.3.1;

"**DGCA**" shall mean the Directorate General of Civil Aviation or any substitute thereof;

"**Dispute**" shall have the meaning set out in Clause 14.1;

"**Expansion**" means the expansion of the capacity of the Airport undertaken by the Concessionaire from time to time pursuant to the Concession Agreement;

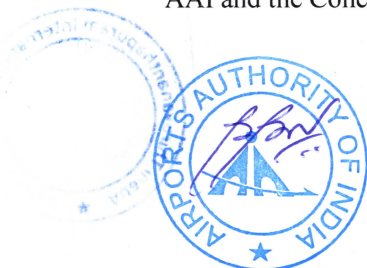
"**Final CNS/ ATM Development Plan**" shall have the meaning set out in Clause 6.2.1;

"**Flight Information Region**" means an airspace of defined dimensions within which flight information service and alerting services are provided;

"**Force Majeure**" shall have the meaning set out in Clause 11.2;

"**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;

"**Incident Reporting Procedure**" means the procedure to be agreed from time to time between AAI and the Concessionaire for reporting incidents and emergencies, which procedure shall be



in accordance with the relevant ICAO Documents and Annexes and in conformity with the overall airspace management, requirements of defence in the relevant Flight Information Region in which the Airport is located;

“**Indemnified Party**” shall have the meaning set out in Clause 9.2;

“**Indemnifying Party**” shall have the meaning set out in Clause 9.2;

“**JCC**” shall have the meaning set out in Clause 7.1;

“**Operating Reporting Procedure**” means the procedure to be agreed from time to time between AAI and the Concessionaire for the communication of information regarding the day to day discharge of the AAI Services and the Concessionaire’s obligations, which procedure shall be in accordance with the relevant ICAO Documents and Annexes and in conformity with the overall airspace management, requirements of defence in the relevant Flight Information Region in which the Airport is located;

“**Preliminary CNS/ ATM Development Plan**” shall have the meaning set out in Clause 6.1.2;

“**Project**” shall have the meaning ascribed thereto in the Concession Agreement;

“**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 Applicable Laws; and

“**Terminal Navigational Landing Charges**” means amounts charged or to be charged by AAI to airlines or aircraft operators for the provision of terminal navigational landing services at the Airport in accordance with Applicable Laws.

1.2 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 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.

1.2.3 References to articles, clauses and schedules are, unless stated otherwise, references to Articles, Clauses and Schedules of this Agreement.

1.2.4 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. VALIDITY AND TERM

2.1 The provisions of this Agreement (save and except those contained in Articles 1, 2, 12 to 14 and 16 to 20, which shall be binding on the Parties as from the date of this Agreement) and the respective rights and obligations of the Parties under this Agreement shall come into full force and effect from the COD.



2.2 This Agreement shall terminate immediately in case the Concession Agreement is terminated for non-fulfilment of Conditions Precedent thereto without any liability on either Party.

2.3 Subject to the terms of this Article 2, this Agreement shall, unless terminated in accordance with Article 12, remain full force and effect until the expiry or earlier Termination of the Concession Agreement.

3. REPRESENTATIONS AND WARRANTIES

The representations and warranties stated in Article 7 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

4. OBLIGATIONS OF THE AUTHORITY

4.1 AAI Services

4.1.1 AAI shall at all times (including by means of multi-shift operations as required over 24 (twenty four) hours each day) during the term hereof, in accordance with the relevant ICAO Documents and Annexes and DGCA Civil Aviation Requirements at its own cost and expense:

- (a) Provide the CNS/ATM Services as specifically provided in Schedule 2;
- (b) Maintain the AAI Equipment including carrying out periodic flight calibration of the AAI Equipment and other tests;
- (c) Upgrade and/ or augment the AAI Equipment as may be necessary from time to time: (a) to enable AAI to provide the relevant AAI Services at the Airport; (b) to comply with the relevant ICAO Documents and Annexes and DGCA Civil Aviation Requirements; and (b) as a result of Expansion; and
- (d) Deploy such manpower as may be required to perform the AAI Services.

4.1.2 AAI shall relocate AAI Equipment on the Concessionaire's request on account of Expansion, at the Concessionaire's cost and expense, provided such relocation does not adversely affect AAI's obligations under this Agreement:

Provided that AAI may relocate AAI Equipment at its discretion, subject to the condition that such relocation does not affect the Concessionaire's obligations under the Concession Agreement and/ or smooth operation of the Airport.

4.1.3 AAI shall review and revise, from time to time, the procedures necessary for safe, expeditious and orderly flow of air traffic.

4.1.4 AAI shall provide to the Concessionaire all statistics of air traffic movement for daily, weekly and monthly movements in such format, and at such frequency and through such method of delivery as may be agreed to by the Parties from time to time.

4.1.5 AAI shall provide and keep a record of such information and issue notices to the Concessionaire and airmen as is required under the Operating Reporting Procedure and the Incident Reporting Procedure, including breakdown of the AAI Services.

4.1.6 AAI shall at its cost and expense, procure aviation meteorological facilities and services from Indian Meteorological Department, GOI for provision of the AAI Services, in accordance with the practices established or recommended from time to time pursuant to the Chicago Convention, the relevant ICAO Documents and Annexes, DGCA Civil Aviation Requirements, and any



agreement entered into between AAI and Indian Meteorological Department, GOI. The Concessionaire shall at its cost and expense, and no cost to AAI or Indian Meteorological Department, GOI, provide such infrastructure and space at the Site as may be required by Indian Meteorological Department, GOI for installation of equipment and/ or instruments and for setting up offices.

- 4.1.7 AAI shall 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 the relevant ICAO Documents and Annexes and DGCA Civil Aviation Requirements.

4.2 En Route Air Navigation and Air Traffic Flow Management Services

- 4.2.1 If AAI requires, it may at its own cost and expense, continue to situate at the Airport or on the Site (or relocate, as necessary) any radars, equipment, buildings, works or facilities necessary for the provision of *en route* air navigation services.
- 4.2.2 AAI may, at its cost and expense, install additional equipment or facilities necessary for the provision of *en route* air navigation services at the Airport.
- 4.2.3 AAI may, at its cost and expense, install additional equipment or facilities necessary for the provision of air traffic flow management services at the Airport and across India, subject to prior approval of the Concessionaire, which approval shall not be unreasonably withheld.
- 4.2.4 In undertaking the relocation and/ or installation pursuant to Clauses 4.1.1 and/ or 4.1.2, as the case may be, AAI shall take appropriate measures to avoid any disruption to the normal operation of the Airport. Subject to such measures being taken, it is clarified that AAI shall not be held liable for any disruption in the normal operation of the Airport arising on account of such relocation and/ or installation.
- 4.2.5 AAI shall ensure that all equipment, radars, buildings, works or facilities installed by it from time to time are operated and maintained as per best industry practices.

4.3 Standards of Service

- 4.3.1 AAI shall, at all times, provide the AAI Services in accordance with the relevant ICAO Documents and Annexes and DGCA Civil Aviation Requirements, and shall not require the Concessionaire to incur any expense in relation to the provision of AAI Services or AAI Equipment.
- 4.3.2 AAI shall ensure that its personnel participate, at the Concessionaire's cost, in any quality improvement measures initiated by the Concessionaire, and shall assist the Concessionaire in achieving and maintaining maximum aircraft movements per hour (jet aircraft movement) as may be reasonably achieved for similar Runway configurations and meteorological conditions.

4.4 Non-Interference

AAI shall not, and shall ensure that its personnel and agents do not, interfere in, interrupt or cause any disruption to the discharge of the Concessionaire's obligations under the Concession Agreement, except as is necessary for the provision of the AAI Services.



5. OBLIGATIONS OF THE CONCESSIONAIRE

5.1 The Concessionaire shall ensure that:

- (a) The Runway, taxiway, apron and approach are constructed and maintained in accordance with the relevant ICAO Documents and Annexes and DGCA Civil Aviation Requirements and are available for aircraft operation.
- (b) The strips, shoulders, stop way and runway end safety area for Runway and strips and shoulders for taxiways are constructed and maintained in accordance with the relevant ICAO Documents and Annexes and DGCA Civil Aviation Requirements.
- (c) The obstacle limitation surfaces of the Airport and approach and take-off area are maintained free from obstructions, or that any obstructions are as per the limits permissible in the relevant ICAO Documents and Annexes and DGCA Civil Aviation Requirements, and subject to prior approval of AAI.
- (d) The sensitive and critical areas, as identified by AAI for the CNS/ATM Equipment, are maintained free of any obstruction which may hamper the functioning of such equipment and/ or endanger the safety of aircraft operations.
- (e) The appropriate category of rescue and fire-fighting services are made available and maintained in accordance with the relevant ICAO Documents and Annexes and DGCA Civil Aviation Requirements.
- (f) Appropriate arrangements are in place at the Airport to prevent bird/ animal nuisance in and around the operational area.
- (g) 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) Hijacking and/ or unlawful interference with civil aviation at the Airport.
 - (ix) Militant attacks on the Terminal Building and/ or any operational area at the Airport.
- (h) Emergency alarm bells are installed to link the air traffic services complex to the Airport manager, and to all emergency services located at the Airport, including fire services, medical services, the Central Industrial Security Force and the Police.
- (i) AAI and its personnel, vehicles and agents are provided with such access to the Airport and all operational areas thereof as may be reasonably required to perform the AAI



Services.

- (j) AAI and its personnel and agents are provided such information as may be reasonably required to perform the AAI Services.
- (k) Its employees and agents report, in accordance with the Operating Reporting Procedure or Incident Reporting Procedure, as the case may be, and as soon as they become aware of the same: (i) any failure or defects in the Airfield Lighting System; (ii) the non-availability of any of the Concessionaire Equipment to AAI; and (iii) any obstructions on the Runway, apron, approach, taxiway or other movement areas.
- (l) AAI is notified, as per Operating Reporting Procedure, of any proposed closure or withdrawal of any Concessionaire Equipment.
- (m) Parking bays and aero bridges are allocated for the aircrafts on receipt of the expected time of arrival, and that AAI is informed of the same so as to enable AAI to guide the aircraft accordingly.

5.2 The Concessionaire shall, at its cost and expense:

- (a) Make available the office space/ facilities as set out in Schedule 3, to the personnel and agents of AAI at all times for provision of AAI Services.
- (b) Maintain the Airfield Lighting System and the main and standby power supply systems in accordance with the relevant ICAO Documents and Annexes and DGCA Civil Aviation Requirements.
- (c) On the instruction of AAI, remove, any obstructions from the Runway, apron, approach, taxiway or other movement areas.
- (e) Relocate the AAI Equipment where such relocation is for the reasons of Expansion.
- (f) Provide the utility supply (including supply of electricity with a dual supply source) to AAI Equipment and the office space/ facilities as set out in Schedule 3 for the provision of AAI Services.

5.3 In case the Concessionaire requires AAI to upgrade AAI Equipment over and above the requirements set forth in the relevant ICAO Documents and Annexes and DGCA Civil Aviation Requirements, AAI shall, subject to the JCC determining such upgradation to be necessary, undertake such upgradation at its own cost and expense.

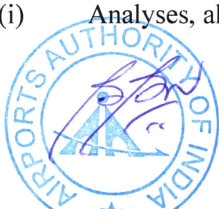
6. DEVELOPMENT AND EXPANSION OF FACILITIES AND EQUIPMENT

6.1 Planning for development and expansion of facilities and equipment

6.1.1 AAI and the Concessionaire shall periodically evaluate future requirements for CNS/ ATM Services owing to international and domestic traffic flows at the Airport.

6.1.2 No later than 24 (twenty four) months before the date on which the CNS/ ATM Equipment is anticipated by a Party to become inadequate for future requirements, such Party may submit a plan (“**Preliminary CNS/ ATM Development Plan**”) for required development, upgradation and/ or expansion of the CNS/ ATM Equipment. The Preliminary CNS/ ATM Development Plan shall, *inter alia*, include:

- (i) Analyses, along with all supporting data, on projected traffic flows;



- (ii) Need for enhancement in AAI Services and Concessionaire Services;
- (iii) Need for additional CNS/ ATM Equipment or upgradation of the AAI Equipment (over and above the requirements set forth in the relevant ICAO Documents and Annexes and DGCA Civil Aviation Requirements);
- (iv) Need for relocation of the CNS/ ATM Equipment;
- (v) Infrastructure required to be provided by the Concessionaire to AAI and the Indian Meteorological Department, GOI in terms of:
 - (a) space in the operational area for installation of equipment/instruments; and
 - (b) space for setting up offices.
- (vi) Additional office space/ facilities required for the personnel and agents of AAI.

6.2 Procedure for handling development, expansion and variation of facilities or equipment

6.2.1 Within 45 (forty five) days of a Party submitting the Preliminary CNS/ ATM Development Plan, the Parties shall meet to discuss the Preliminary CNS/ ATM Development Plan and endeavour in good faith to finalize a plan for development, upgradation and/ or expansion of the CNS/ ATM Equipment, as well as the schedule thereof ("**Final CNS/ ATM Development Plan**"). In the event of any dispute or difference in relation to finalization of the Final CNS/ ATM Development Plan, the same shall be referred to the JCC in accordance with Clause 7.3.

6.2.2 The Parties shall provide, at their cost, the additional facilities, equipment, manpower, and utility supply (including supply of electricity with a dual supply source) required by the Final CNS/ ATM Development Plan in accordance with their respective obligations under this Agreement.

6.3 Concessionaire Development Obligations

6.3.1 The Concessionaire shall, in accordance with the requirements of the Final CNS/ ATM Development Plan, at its own cost and expense, design, build, install, test, commission and operate such additional equipment and facilities (including office facilities) identified to be within the scope of the Concessionaire ("**Concessionaire Development Equipment**").

6.3.2 It is clarified that:

- (i) AAI shall not be responsible for the testing and/ or commissioning of any Concessionaire Development Equipment, which shall be the sole responsibility of the Concessionaire.
- (ii) AAI shall coordinate with the Concessionaire the calibration flights to enable the Concessionaire to calibrate the Concessionaire Development Equipment.
- (iii) The ownership of the Concessionaire Development Equipment shall vest with the Concessionaire.

6.3.3 The Concessionaire shall:

- (i) identify to AAI, the interfaces between the AAI Development Equipment and the Concessionaire Development Equipment;
- (ii) provide AAI and its personnel, agents, and vehicles, access to the Airport and such



information as may be reasonably required to perform the AAI Services;

- (iii) communicate to AAI the date on which the Concessionaire Development Equipment is expected to be commissioned at least 60 (sixty) days prior to such date;
- (iv) be fully responsible for the safety and care of its works in accordance with good industry practice.

6.4 AAI Development Obligations

AAI shall:

- (i) in accordance with the requirements of the Final CNS/ ATM Development Plan, at its own cost and expense, design, build, install, test, commission and operate such additional equipment and facilities identified to be within the scope of AAI ("**AAI Development Equipment**");
- (ii) ensure that the AAI Development Equipment is commissioned at least 30 (thirty) days prior to the date on which the Concessionaire Development Equipment is expected to be commissioned;
- (iii) coordinate and ensure compatibility between the AAI Development Equipment and Concessionaire Development Equipment, and ensure suitable interfacing in this respect. It is clarified that the cost of the same shall be borne by the Concessionaire;
- (iv) at the cost of the Concessionaire, participate in any calibration and benchmark testing of Concessionaire Development Equipment;
- (v) ensure that the AAI Development Equipment can perform the AAI Services in accordance with the relevant ICAO Documents and Annexes and DGCA Civil Aviation Requirements;
- (vi) take all steps necessary to integrate the AAI Development Equipment with any relevant air navigation and meteorological equipment and systems operated by AAI;
- (vii) carry out such calibration flights as are necessary to commission the AAI Development Equipment and, to the extent practicable, coordinate with the Concessionaire to enable the Concessionaire to calibrate the Concessionaire Development Equipment at the same time. For the avoidance of doubt, AAI shall not be liable for the cost incurred by the Concessionaire to calibrate the Concessionaire Development Equipment. Any cost incurred by AAI to calibrate the Concessionaire Development Equipment shall be recovered from the Concessionaire;
- (viii) be fully responsible for the safety and care of its works in accordance with good industry practice.

7. JOINT COORDINATION COMMITTEE

7.1 The Parties acknowledge that, in order for either Party to comply with its obligations under this Agreement, each Party will need to coordinate with the other, and to that effect the Parties hereby undertake and agree to establish a joint coordination committee (the "JCC") no later than 1 (one) month from the COD. The JCC shall:

- (i) Comprise 4 (four) members, with each Party nominating and appointing 2 (two) members.



It clarified that members of the JCC may nominate/ propose proxies to attend meetings on their behalf.

- (ii) Be chaired by nominee of the Concessionaire.
 - (iii) Meet at the Airport at least once every month.
- 7.2 The Parties shall be deemed to have delegated to the members of JCC full authority to represent and bind the respective Party in respect of all matters considered by the JCC.
- 7.3 The JCC shall be responsible for coordinating the activities of the Parties with respect to the CNS/ ATM Services, including resolving any disputes and differences arising in this respect.
- (i) If the JCC is unable to reach a decision on any matter in a manner that is satisfactory to the Parties, either Party shall be entitled to refer such matter for the joint deliberation of the Chief Executive Officer of the Concessionaire and the Chairman of AAI.
 - (ii) If the matter is not resolved within 15 (fifteen) business days of the reference pursuant to sub-clause (i) above, either Party may refer the matter for resolution under Article 14.

8. REVENUES AND CHARGES

- 8.1 AAI shall, in consideration of it performing the AAI Services, be entitled to recover the Route Navigation Facilities Charges and Terminal Navigation Landing Charges (the “CNS/ ATM Charges”) directly from airlines and the Concessionaire shall incur no liability in respect of such charges.
- 8.2 The failure by AAI to collect the CNS/ ATM Charges shall not excuse AAI in any way whatsoever or howsoever from performance of AAI Services.
- 8.3 If any person defaults in making payment of the CNS/ ATM Charges to AAI, AAI shall have the right not to provide the AAI Services to such person and take such steps as it deems fit to recover outstanding amounts, and this shall not amount to default on part of AAI in performance of the AAI Services.
- 8.4 All costs and expenses, whether operating or capital in nature, directly incurred by AAI pursuant to provisions of this Agreement, towards provision of CNS/ATM Services and other services being provided by it at the Airport or otherwise, would be admissible for determination of charges that AAI can levy for such services. No cost or expenses directly borne by AAI would be reimbursed by the Concessionaire, or admissible for determination of Aeronautical Charges which can be levied, collected and appropriated by the Concessionaire.
- 8.5 All costs and expenses, whether operating or capital in nature, directly incurred by the Concessionaire pursuant to provisions of this Agreement, would be admissible for determination of Aeronautical Charges by AERA, which charges can be levied, collected and appropriated by the Concessionaire pursuant to provisions of the Concession Agreement. No cost or expenses directly borne by the Concessionaire would be reimbursed by AAI, or admissible for determination of charges which can be levied, collected and appropriated by AAI.



9. INDEMNITY

9.1 General Indemnity

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.

9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement ("**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder ("**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim, and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10. 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 at law or in equity. The liability of the Authority with regard to the provision of AAI Services shall be limited to the terminal navigational landing charges corresponding to the duration of outage of time and/ or degradation from the quality as prescribed by the relevant ICAO Documents and Annexes.

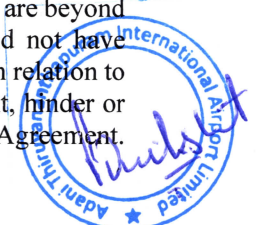
11. FORCE MAJEURE

11.1 Force Majeure

Article 11 shall apply if the performance by any Party (the "**Affected Party**") of its obligations under this Agreement is prevented, hindered or delayed in whole or in part by reason of Force Majeure.

11.2 Definition of Force Majeure

- 11.2.1 In this Agreement, "**Force Majeure**" means any act, event or circumstance or a combination of acts, events and circumstances, including those referred to in this Clause 11.2, 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.



11.2.2 "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 COD;
 - (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.
- (c) And further provided that an act, event or circumstance referred to in Clause 11.2.2(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 its affiliate's subcontractors) and 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 Clause 11.

11.3 Consequences of Force Majeure

11.3.1 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.

11.3.2 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 Party as soon as reasonably practicable in writing, stating the basis for the claim and the consequences.

11.3.3 Mitigation

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

12 TERMINATION

12.1 Concessionaire Events of Default

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

- (i) the Concessionaire fails to pay, when due and payable, any amount payable to AAI 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;
- (ii) an order is made or a resolution is passed for the liquidation, bankruptcy or dissolution of the Concessionaire which is not, if capable of being so, discharged or, as the case may be, revoked within 90 (ninety) days thereafter;
- (iii) the Concessionaire 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 timely remedial action by the Concessionaire has been prevented by GOI, the Government of Kerala or AAI.

12.2 AAI Events of Default

The Concessionaire shall, subject to suitable amendments being made to the Concession Agreement, be entitled to issue a notice of termination to AAI in the event that the Applicable Laws permits the Concessionaire to perform the CNS/ATM Services.



12.3 Effect of a Termination Notice

If a notice of termination is served by a Party pursuant to this Article 12, then at any time after the expiry of a period of 90 (ninety) days after the date of service of such notice of termination, unless the circumstances giving rise to 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.

12.4 Consequences of Termination

- 12.4.1 If this Agreement is terminated pursuant to Clause 12.2 by the Concessionaire, and in order to ensure that operations of the Airport are not affected or suspended on account of non-availability of the AAI Services, AAI 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 the Airports Authority of India Act, 1994. AAI shall render all necessary cooperation to GOI to achieve the aforesaid purpose.
- 12.4.2 The Concessionaire may, at its sole discretion, consult GOI to take appropriate steps and render, through a third party, the services equivalent to AAI Services. AAI shall render all necessary cooperation to the Concessionaire to achieve the aforesaid purpose.
- 12.4.3 The provisions of this Clause 12.4 shall be without prejudice to either Party's right or remedies available under this Agreement.

13 ASSIGNMENT

13.1 Assignment by AAI

Notwithstanding anything to the contrary contained in this Agreement, 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 Concessionaire 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.

13.2 Assignment by the Concessionaire

Notwithstanding anything to the contrary contained in this Agreement, but subject to Clause 18.6, the Concessionaire 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 Concessionaire may, without such prior written consent, but upon prior written notice to AAI:

- (i) transfer all or substantially all of its rights and obligations hereunder to an Affiliate of the Concessionaire;
- (ii) transfer all or any part of its rights and obligations hereunder to a purchaser of ownership interests in the Concessionaire;
- (iii) transfer to Lenders, the Concessionaire's rights under this Agreement as collateral security for amounts payable under any agreement under which the Concessionaire has borrowed money; or
- (iv) transfer all or substantially all of its rights and obligations hereunder to GOI pursuant to the terms of the Concession Agreement.



14 DISPUTE RESOLUTION

14.1 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.

14.2 Reference to Arbitrator

Subject to the provisions of the Airports Economic Regulatory Authority of India Act, 2008, concerning the power and authority of Airports Economic Regulatory Authority of India to adjudicate upon the disputes as per the provisions therein, any Dispute which the Parties are unable to resolve pursuant to Clause 14.1 within 60 (sixty) days (or such longer period as the Parties may agree) of the written notification by one Party to the other of the existence of a Dispute shall be finally determined by arbitration in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and/ or any statutory modification thereof and in accordance with the UNCITRAL rules by a sole arbitrator appointed in accordance with the Act.

14.3 Miscellaneous

The venue of arbitration shall be New Delhi. Each Party shall pay the expenses of the arbitration in accordance with the 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.

14.4 Decision/ Award

Any decision or award of the sole arbitrator tribunal appointed pursuant to this Article 14 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.

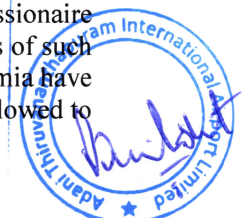
15 INSURANCE

15.1 Maintenance of Insurance

AAI shall effect and maintain at its own cost and expense, 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 practice.

15.2 Policies

Within 30 (thirty) days of receiving any insurance policy certificates in respect of insurances required to be obtained and maintained under Clause 15.1, AAI shall inform the Concessionaire that such insurances have been obtained and shall furnish to the Concessionaire copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to



expire or lapse until the expiry of at least 45 (forty five) days from the notice of such cancellation, modification or non renewal provided by AAI to the Concessionaire.

15.3 Remedy for Failure to Insure

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

15.4 Application of Insurance Proceeds

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

16 NOTICES

16.1 Communications in writing

Except in respect of the Operating Reporting Procedure and Incident Reporting Procedure, all notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail.

16.2 Addresses

The address for service of each Party, its facsimile number and e-mail address (and the department or officer, if any, for whose attention the communication is to be made) for any communication or document to be made or delivered under or in connection with this Agreement is set out below:

Concessionaire:

Adani Thiruvananthapuram International Airport Limited

E-mail Address: cao.thiruvananthapuramairport@adani.com

Attention: Chief Airport Officer

AAI:

Rajiv Gandhi Bhawan, 3rd Floor, C-Block,

Safdarjung Airport, New Delhi - 110 003

India

Fax: 011 24641088

E-mail Address: chairman@aai.aero

Attention: Chairman

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

17 DEEMED DELIVERY

Subject to 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 facsimile) on the next working day in the place to which it is sent or (in any other case) when left at the address required under Clause 16.2 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 gazetted holidays. Without prejudice to the foregoing, a Party giving or making a notice or communication, by facsimile or e-mail, shall promptly deliver a



copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication.

18 MISCELLANEOUS

18.1 Severability

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Article 14 or otherwise.

18.2 Entire Agreement

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

18.3 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

18.4 Waiver

18.4.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

- (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (ii) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- (iii) shall not affect the validity or enforceability of this Agreement in any manner.

18.4.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder, nor time or other indulgence granted by any Party to another Party shall be considered or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

18.5 Additional Documents and Actions

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.

18.6 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.

18.7 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.

18.8 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 Lenders hereunder, shall not create a contractual relationship with, or cause of action in favour of, any third party.

18.9 Survival

18.9.1 Termination of this Agreement:

- (i) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
- (ii) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

18.9.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

18.10 Successors and Assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

18.11 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.

18.12 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.

18.13 Computation of Time

Times referred to in this Agreement are times in Indian Standard Time (IST). 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.



19 GOVERNING LAW

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

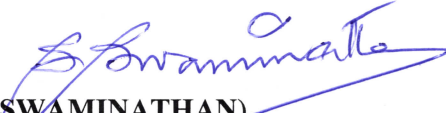
20 COVENANTS BY AAI

AAI unconditionally and irrevocably:


- (i) 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;
- (ii) 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).

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED by on behalf of AAI:


(S SWAMINATHAN)
GENERAL MANAGER (ATM-ATS)
AIRPORTS AUTHORITY OF INDIA
RAJIV GANDHI BAHWAN
SAFDARJUNG AIRPORT
NEW DELHI - 110003


SIGNED by on behalf of Concessionaire:


(PARIKSHIT KAUL)
AUTHORISED SIGNATORY
ADANI THIRUVANANTHAPURAM INTERNATIONAL AIRPORT LIMITED
NATIONAL COUNCIL OF YMCA OF INDIA,
BHARAT YUVAK BHAWAN
1, JAI SINGH ROAD
NEW DELHI 110 001

Witnessed by:

(1)




Ramaswamy Srinam
AAM (CPMS - SIV)
AAI, CHQ



SCHEDULE 1: AAI EQUIPMENT AND CONCESSIONAIRE EQUIPMENT

Part 1: Concessionaire 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 besides approach roads to site airport navigation aids/Radar.
21. Buildings for navigational aids/radar installations.
22. Signal area as per the relevant ICAO Documents and Annexes.
23. The new Air traffic services complex (which shall include the control tower, technical block, buildings for navigational aids/ radar on site and/ or off site) constructed as may be required as per the Final CNS/ ATM Development Plan

Part 2: AAI Equipment

AAI would procure and make available required equipment for provision of CNS-ATM Services in accordance with the relevant ICAO Documents and Annexes for proposed aircraft operations. Such Equipment shall include, but not be limited to:

1. VHF Communication sets with accessories
2. DVOR/DME or NDB
3. Voice Recorder
4. ILS equipment & its accessories.
5. Radar & its accessories.
6. ADS-B & its accessories.
7. ASMGCS & its accessories.



SCHEDULE 2: CNS/ ATM SERVICES

AAI shall provide and coordinate 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 or ground control excluding Apron control service;
2. Approach Control/Approach Radar Control Service (if planned);
3. Area Control/Area Radar Control Service (if planned);
4. 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 relevant ICAO Documents and Annexes and as required for the proposed aircraft operations.



SCHEDULE 3: OFFICE AND FACILITIES

The Concessionaire shall make available (with provision for air-conditioning (including, as may be necessary, separate air-conditioning in the control tower), continuous supply of electricity and water and house-keeping) the following office space and facilities to AAI and its personnel and agents for provision of AAI Services:

1. Control Tower: The Concessionaire shall make available an area of 12,311 sq. mtrs. (as applicable), technical block to house various ATS units as per the requirement, Nav-Aids and Radar building
2. Offices: Are included in the above Control Tower Area.
3. Car Parking: The Concessionaire shall make available 10 car parking spaces at the Airport to AAI for use of its Personnel and agents

It is clarified that the provision of air conditioning, continuous supply of electricity and water and house-keeping shall be provided at the Concessionaire's own cost and expense.



SCHEDULE 4: CARVED OUT AREAS

SL.NO	ASSET	AREA OF LAND (Approx.)
1.	ATC Tower	12311 Sqm (3.042 Acres)
2.	Any Future Land Requirement For CNS/ATM/Staff Quarters a) GAGAN b) New DVOR c) Reciprocal ILS d) RADAR e) ASMGCS SMR	22257 Sqm (5.5 Acres) 32374 Sqm (8.0 Acres) 14164 Sqm (3.5 Acres) 8093 Sqm (2 Acres) 2500 Sq.m (0.62 Acres)
3	TOTAL	91,699 Sqm (22.66 Acres) approx..



SCHEDULE 5: LIST OF EXISTING EQUIPMENT

1. Localizer – CAT 1
2. Glide Path
3. ATS Complex
4. MSSR
5. DVOR
6. GAGAN cum IF receiver
7. DVOR (Alternate Location)
8. Proposed ASMGCS SMR



SCHEDULE 6: FUTURE ROAD MAP OF CNS-ATM EQUIPMENT AT THE AIRPORT

1. Any Future Land Requirement For CNS/ATM/Staff Quarters
 - a. GAGAN 22257 Sqm
 - b. New DVOR 32374 Sqm
 - c. Proposed Localizer & GP for Reciprocal ILS 14164 Sq M
 - d. RADAR 8093 SqM
 - e. ASMGCS SMR 2500 SqM

