

707
CS-06

LAND LEASE DEED

ಬೆಂಗಳೂರು ಅಂತರಾಷ್ಟ್ರೀಯ ವಿಮಾನ ನಿಲ್ದಾಣದ ನಿರ್ಮಾಣ ಮತ್ತು ಸಂಯೋಜನೆ

ಬೆಂಗಳೂರು ವಿಮಾನ ನಿಲ್ದಾಣದ ನಿರ್ಮಾಣ ಮತ್ತು ಸಂಯೋಜನೆ

This Land Lease Deed ("Deed") is executed on this 30th day of April 2005 by and between:

1. **KARNATAKA STATE INDUSTRIAL INVESTMENT AND DEVELOPMENT CORPORATION LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at Khatija Bhavan, East Wing, Fourth Floor, #49 Race Course Road, Bangalore - 560 001, India (hereinafter referred to as "**KSIIDC**") which expression shall include its successors and permitted assigns) of the **ONE PART**; and
2. **BANGALORE INTERNATIONAL AIRPORT LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at Khatija Bhavan, Ground Floor, #49 Race Course Road, Bangalore - 560 001, India (hereinafter referred to as "**BIAL**") which expression shall include its successors and permitted assigns) of the **OTHER PART**.

WHEREAS

- A. The Government of India, as part of its policy to encourage private sector participation in the development of airport infrastructure has granted its in-principle approval for the development of a greenfield airport, with private sector participation, at Devanahalli, near Bangalore in the State of Karnataka.
- B. GoK, as part of its policy to encourage and provide industrial development, tourism, cargo movement and the general economic and social development of the State of Karnataka, has granted approval for the development of a greenfield airport at Devanahalli, near Bangalore.
- C. BIAL has been established for the development, design, financing, construction, completion, maintenance, operation and management of the airport.
- D. The Karnataka State Industrial Investment and Development Corporation Limited ("**KSIIDC**"), the Airports Authority of India ("**AAI**"), Siemens Project Ventures GmbH ("**Siemens**"), Flughafen Zuerich AG ("**Unique Zurich**") and Larsen & Toubro Limited ("**L&T**") have agreed to participate as shareholders in BIAL as a venture between the private and public sectors.
- E. The Government of India and BIAL have entered into a Concession Agreement ("**Concession Agreement**") on July 5, 2004 by which they have agreed upon the terms and conditions upon which the Project will be implemented.
- F. Following representations made by the Private Promoters (as hereinafter defined) during the pre-detailed proposal stage of the bidding process, GoK has agreed to provide financial support to improve the viability of the Project and enhance the bankability of the Initial Phase, and has also agreed to have KSIIDC provide the Site on Lease to BIAL.



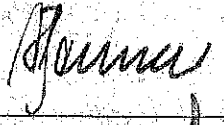
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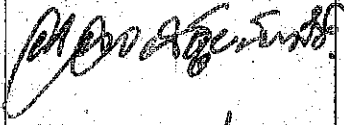
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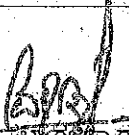
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ಉಪ-ನೋಂದಣಿ ಅಧಿಕಾರಿ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

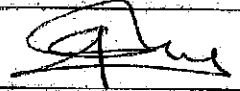
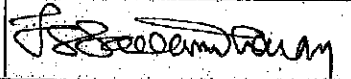
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ಉಪ-ನೋಂದಣಿ ಅಧಿಕಾರಿ

ಗುರ್ತಿಸಲ್ಪಡುವವರು

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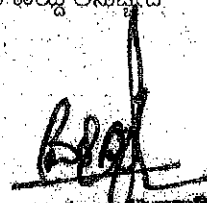
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2	ಟಿ. ಎಸ್. ಶೈಲಧರನ್ ಬಿನ್ ಭಾರದ್ವಾಜ್ ಕಂಪನಿ ಸೆಕ್ರೆಟರಿ ಬಿ.ಐ.ಎ ಎಲ್ ಬೆಂಗಳೂರು	


ಉಪ-ನೋಂದಣಿ

ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ ಕೆಂ-ಇ 70 ಮುನೋಮು 2000; ದಿ 26/04/05, 78 ಕರ್ನಾಟಕ ಸರ್ಕಾರ ಮುದ್ರಾಂಕ ಕಾಯಿದೆ ಅಧಿನಿಯಮ 1957 ರ ಕಾಲಂ 9(1)(ಎ) ರ ಪ್ರಕಾರ ಹಾಗೂ ಕರ್ನಾಟಕ ಮೋಂದಣಿ ಕಾಯ್ದೆ ಅನುಚ್ಛೇದ 1ರ ರವೇಕಾರ ಮುದ್ರಾಂಕ ಶುಲ್ಕ ಮತ್ತು ನೋಂದಣಿ ಶುಲ್ಕ ಶೇಕಡಾ 100 ರಷ್ಟು ವಿನಾಯಿತಿ ನೀಡಲಾಗಿದೆ. ಅಮಾನತ್ತಿಗಾಗಿ ತಡೆ ಹಿಡಿಯಲಾಗಿದೆ.

Designed and Developed by C-DAC, ACTS, Pune


ಉಪ-ನೋಂದಣಿ / 4/05
ದೇವನಹಳ್ಳಿ

- G. Accordingly, GoK through its various organisations and departments has acquired and has otherwise made available the Site south of Devanahalli near Bangalore for the Project and had the same vested with KSIIDC.
- H. KSIIDC is the absolute owner of the portion of the Site described in **Part I** of **Schedule A** and the perpetual lessee in respect of the portion of the Site described in **Part II** of **Schedule A** and has agreed to grant on lease / sub-lease to BIAL, and BIAL has agreed to accept the lease / sub-lease of the Site, on and subject to the terms, conditions and provisions set forth hereinafter. Consequent upon the acquisition by KSIIDC, of the **Additional Land** described in **Schedule E**, KSIIDC agrees to grant on lease / sub-lease to BIAL, and BIAL shall accept the lease / sub-lease of the **Additional Land** on the same terms and conditions to those mentioned herein.
- I. KSIIDC and BIAL entered into a Land Lease Agreement ("**Agreement**") on January 20, 2005 in respect of the Site mentioned in **Part I** and **II** of **Schedule A**. Pursuant to Clause 2.1 of the Agreement, certain conditions precedent were either required to be satisfied or waived by the Parties. Those conditions precedent have since been satisfied / waived.

NOW THEREFORE, in consideration of the premises and the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION.

1.1 Definitions.

In this Deed (including the recitals hereof and the Schedules hereto), the following words and expressions shall have, where the context so permits, the meaning assigned to them respectively below:

"**Activities**" means the activities set out at **Schedule B**;

"**Additional Land**" shall have the meaning assigned to it in Clause 2.3;

"**Airport**" means the greenfield international airport comprising of the Initial Phase to be constructed and operated by BIAL at Devanahalli, near Bangalore in the State of Karnataka and includes all its buildings, equipment, facilities and systems and including, where the circumstances so require, any Expansion thereof;

"**Airport Opening Date**" means the date on which commencement of the commercial operation of the Initial Phase occurs;

"**Board**" means the Board of Directors of BIAL;

"**CA Excluded Area**" means that portion of the Site containing those Non-Airport Activities not being taken over by GoI pursuant to Articles 7.2 or 13.5.2 of the Concession Agreement;

ಗುರ್ತಿಸಲ್ಪಡುವವರು

1 ನೇ ಪುಸ್ತಕದ 789/05 ನೇ


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1	ಜಿ. ಎಲ್. ಜೇರೆ ಬಿನ್ ಎಲ್. ಕೆ. ಜೇರೆ ಜನರಲ್ ಮ್ಯಾನೇಜರ್, ಕೆ ಎಸ್ ಐವಿ ಡಿ ಸಿ ಬೆಂಗಳೂರು-	ಮೂಲಕ
2	ಟಿ. ಎಸ್. ಶಕ್ತಿಧರನ್ ಬಿನ್ ಭಾರದ್ವಾಜ್ ಕಂಪನಿ ಸೆಕ್ರೆಟರಿ ಬಿ.ಐ ಎ ಎಲ್ ಬೆಂಗಳೂರು-	ಮೂಲಕ

ಉಪ-ನೋಂದಣಾಧಿಕಾರಿ

ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ :ಕೆಂ ಇ 70ಮುನೋಮು 2000; ದಿ 26/04/05; 78 ಕರ್ನಾಟಕ ಸರ್ಕಾರ ಮುದ್ರಾಂಕ ಕಾಯಿದೆ ಅಧಿನಿಯಮ 1957 ರಕಾಲಂ 9(1)(ಎ) ರ ಪ್ರಕಾರ ಹಾಗೂ ಕರ್ನಾಟಕ ನೋಂದಣಿ ಕಾಯ್ದೆ ಅನುಚ್ಛೇದ 16 ರ ಪ್ರಕಾರ ಮುದ್ರಾಂಕ ಶುಲ್ಕ ಮತ್ತು ನೋಂದಣಿ ಶುಲ್ಕ ಶೇಕಡಾ 100 ರಷ್ಟು ವಿನಾಯಿತಿ ನೀಡಲಾಗಿದೆ. ಅಮಾನತ್ತಿನಲ್ಲಿಟ್ಟ ದಸ್ತಾವೇಜನ್ನು ನೋಂದಣಿಗೆ ಅದೇಶಿಸಲಾಗಿದೆ.

ಉಪ-ನೋಂದಣಾಧಿಕಾರಿ


1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
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ಸಿ.ಡಿ: ನಂಬರ DNHD48 ನೇ ಧರಲ್ಲಿ
ದಿನಾಂಕ 02-05-2005 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಉಪ-ನೋಂದಣಾಧಿಕಾರಿ
ಬೆಂಗಳೂರು

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“CNS/ATM Agreement” means the agreement entered into on April 06, 2005 between BIAL and the AAI in respect of the provision by the AAI to BIAL of communication, navigation and surveillance/air traffic management services;

“Consequential Loss” means in relation to a breach of this Deed any indirect or consequential loss (including loss of production, loss of profit, loss of revenue, loss of contract, loss of goodwill, liability under other agreements other than Environmental Liability or liability to third parties other than Environmental Liability) resulting from such breach and whether or not the party committing the breach knew, or ought to have known, that such indirect or consequential loss would be likely to be suffered as a result of such breach and includes the payment or repayment of any amounts (or any acceleration thereof) to lenders or creditors of any party from time to time but excludes death or personal injury resulting from the negligence of the Party liable, its officers, employees or agents;

“Debt” means the outstanding debt due to the Lenders of BIAL under the Financing Agreements;

“Employer’s Requirements” has the meaning given to it in the EPC Contracts;

“Encumbrance” means any encumbrance such as an easement, right of way, license, mortgage, charge, lien, hypothecation, pre-emptive right or security interest whether or not registered and howsoever arising, including by statute or common law;

“Environment” means all or any of the following media, namely the air (including the air within buildings and within any other manmade or natural structure above or below ground), water (including water under or within land or in pipes or sewerage systems), soil and land and any eco-system and living organism supported by those media, and in the case of humans includes their property;

“Environmental Law” means all laws, including without limitation supranational, national, federal, provincial and local statutes, regulations, rules, orders, notices, directives, clearances, approvals, permits, including any conditions attached to the foregoing, and, in so far as they have the force of law, guidance notes and codes of practice, and common law, which are in force from time to time in the relevant jurisdiction and relate to harm or damage to, or the protection of, or compensation for harm or damage to, the Environment including without limitation laws relating to Hazardous Materials, health and safety, noise, vibration, nuisance, radiation and town and country planning;

“Environmental Liability” means any actual or alleged breach of, or liability, duty or obligation imposed or incurred under:

- (a) Environmental Law; or
- (b) Any provision applicable to harm or damage to, or protection of, or compensation for harm or damage to, the Environment including without limitation provisions relating to Hazardous Materials, health and safety, noise, vibration, nuisance, radiation and town and country planning, which is contained in any contract or other legally enforceable undertaking;

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

“Financial Close” means the date upon which the Financing Agreements (insofar as they relate to the development and construction of the Initial Phase) 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 BIAL to have immediate access, subject only to giving the notices of draw down required thereby, to funding required by BIAL;

“Financing Agreements” means any of (i) BIAL’s agreements with Lenders for making available to BIAL of Debt and (ii) the security documents, direct agreements and other ancillary undertakings in favour of Lenders required pursuant to the agreements referred to in (i) above. The term Financing Agreements shall not include the State Support Agreement, or any other agreement by or under which GoK agrees to advance the financial support to BIAL;

“Hazardous Materials” means any natural or artificial substance, whether in a solid, semi-solid, liquid, gaseous or vaporous form, which alone or in combination with other substances is capable of causing harm to health or safety or the Environment or a nuisance to any person including without limitation waste;

“Initial Phase” shall have the same meaning as in the State Support Agreement;

“Lease” refers to the lease / sub lease granted under Clause 2.1;

“Lease Rent” shall have the meaning assigned to it in Clause 5.1;

“Lenders” means the banks, financial institutions, NBFC and similar bodies to whom debt is owed under the Financing Agreements for financing (which shall for these purposes include any refinancing) the Initial Phase, and any Expansion;

“Master Plan” shall have the meaning given to it in the State Support Agreement;

“Outgoings” shall mean all property taxes, land revenues, levies, cesses and other payments/dues in respect of the Site.

“Party” shall mean either KSIIDC or BIAL, and “Parties” shall mean KSIIDC and BIAL;

“Private Promoters” means Siemens, Unique Zurich and L&T, and such other party as may from time to time be agreed pursuant to the Shareholders Agreement;

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

“Purposes” shall have the meaning assigned in Clause 4;

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“SSA Excluded Area” means that portion of the Site containing those Non-Airport Activities not being taken over by GoK pursuant to Clauses 4.3. or 19.4.2 of the State Support Agreement;

“Service Provider Right” means any privilege, right, franchise, lease or other right or sub-right granted by BIAL or by any Service Provider Right Holder pursuant to the Concession Agreement;

“Service Provider Right Holder” means any Person holding from time to time any Service Provider Right;

“Shareholders’ Agreement” means the shareholders’ agreement dated January 23, 2002 between the Private Promoters, AAI, KSIIDC and BIAL;

“Site” shall have the meaning assigned to it in Clause 2.1;

“State Support Agreement” means the agreement entered into on January 20, 2005 between GoK and BIAL; and

“Term” shall have the meaning assigned to it in Clause 3.

1.2 Definitions in Concession Agreement.

Words and expressions used in this Deed (in capitalised letters or the first letter in capital letter) and not defined herein, but defined in the Concession Agreement shall have, where the context so permits, the meanings assigned to them in the Concession Agreement.

1.3 Interpretations.

In this Deed, except to the extent that the context requires otherwise:

- (a) Any reference to an Act or any Section of, or Schedule to, or other provision of, an Act 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 instruments, orders or regulation then in force and made under or deriving validity from the relevant Act or provision;
- (b) A reference to a “law” includes common law, the Constitution of India and any, decree, judgment, legislation, direction, order, ordinance, regulation, by-law statute, notification, circular, guideline, rule, statutory instrument or other legislative measure, with which BIAL is required to comply by law (and “lawful” and “unlawful” shall be construed accordingly);
- (c) References in the singular shall include references in the plural and vice versa;

- (d) A reference to a "day" means a calendar day and a reference to a "year" means a calendar year;
- (e) 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 Deed;
- (f) The headings are inserted for convenience and are to be ignored for the purposes of construction;
- (g) Terms defined in the Schedules hereto shall have the meanings ascribed thereto in the Schedules when used elsewhere in this Deed;
- (h) The Schedules to this Deed form part of this Deed and will be of full force and effect as though they were expressly set out in the body of this Deed;
- (i) Any reference to any agreement, deed, instrument, licence, code or other document of any description shall be construed, at the particular time, as a reference to that agreement, deed, instrument, licence, code or other document as the same may then have been amended, varied, supplemented, modified, suspended or novated;
- (j) The words "written" and "in writing" includes a facsimile transmission and any means of reproducing works in a tangible and permanently visible form;
- (k) The words "include" and "including" are to be construed without limitation;
- (l) In case of any ambiguity or discrepancy between the Clauses and the Schedules, the Clauses shall prevail; and
- (m) Any reference to a person or entity shall include such person's and such entity's successors and permitted assigns, and shall include all natural persons, corporations, companies, limited liability companies, partnerships and other legal entities.

2. GRANT OF LEASE AND POSSESSION.

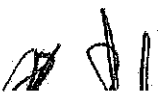
- 2.1. Subject to the provisions of this Deed, KSIIDC hereby grants on lease / sub lease to BIAL, and BIAL accepts the lease / sub lease from KSIIDC, free from Encumbrances and /or encroachments, of all that piece and parcel of land measuring Three Thousand Eight Hundred and Eighty Four (3884) Acres and Twenty Five (25) Guntas and situated south of Devanahalli and more particularly described and identified (including the survey/ khata numbers thereof) in **Schedule A** hereto ("Site") together with all and singular rights, liberties, privileges, easements, benefits, rights of way, paths, passages whatsoever in or appurtenant to the Site or any part thereof, and to hold, possess, use and enjoy the Site and/or any part thereof, in accordance with the provisions of this Deed.



- 2.2 BIAL confirms that it has been put in physical vacant possession of the Site on the date of execution of this Deed.
- 2.3 KSIIDC is in the process of acquiring certain additional land for the purposes of the Project. Consequent upon such acquisition, KSIIDC agrees to grant on lease/sub lease and deliver vacant possession to BIAL within twelve (12) months from the date of execution hereof and BIAL agrees to accept the lease / sub lease from KSIIDC, free from Encumbrances and /or encroachments, additional land measuring about One Hundred and Thirty Three (133) Acres and Sixteen (16) Guntas and situated south of Devanahalli, an indicative description of which is provided in Schedule E hereto ("Additional Land").
- 2.4 Upon delivery of vacant possession of the Additional Land on lease/sub lease to BIAL in accordance with Clause 2.3, the Parties agree to amend the Land Lease Deed to provide for the inclusion of the Additional Land on the same terms and conditions to those mentioned herein Upon such amendment of the Land Lease Deed providing for inclusion of the Additional Land, the definition of "Site" herein shall mean and include the Additional Land also.

3. TERM & TERMINATION.

- 3.1 Unless this Deed is terminated prematurely in accordance with the provisions hereof, this Deed shall have a term, which will run concurrent with the term of the Concession Agreement (the "Term"). Accordingly, upon the full term expiration of the Concession Agreement (including any renewed term there under), this Deed shall terminate automatically.
- 3.2 This Deed may be terminated earlier by mutual agreement between the Parties in writing.
- 3.3 This Deed may be terminated forthwith by KSIIDC in the event BIAL receives insurance monies in accordance with Clause 8.6 of the State Support Agreement, subject to the rights of the Lenders and GoK as co-insured, but chooses not to apply such proceeds towards the repairing, rebuilding or reconstruction of the Airport.
- 3.4 In the event that the Airport is transferred to GoK in accordance with the provisions of Clause 19.4 of the State Support Agreement then upon such transfer, BIAL shall be deemed to have surrendered the Site (with the exception of the SSA Excluded Area) and this Deed shall terminate with respect to the surrendered part and KSIIDC shall be at full liberty to deal therewith in the manner it chooses. With regard to the SSA Excluded Area, KSIIDC and BIAL will meet to settle the commercial terms for the continuance of the lease in respect of the SSA Excluded Area and KSIIDC shall ensure that BIAL has the rights of access necessary for access to the SSA Excluded Area. While settling the commercial terms so as to enable the continuance of the Lease in respect of the SSA Excluded Area, the Parties shall bear in mind the then prevailing policies/guidelines of GoK that are applicable for similar activities as are being undertaken on the SSA Excluded Area. Upon the determination of the commercial terms, BIAL shall pay to KSIIDC any Lease Rent arrears for the SSA Excluded



Area, calculated from the date of surrender of the Site. Until the determination of the commercial terms, BIAL shall pay the Lease Rent for the SSA Excluded Area in accordance with the policies/guidelines of GoK prevailing at that point of time with respect to that particular activity, and such payment of Lease Rent shall be at a rate not less than that mandated by the policy/guideline of GoK prevailing at that point of time with respect to that particular activity. If the Parties do not reach an agreement on the commercial terms within a period of one (1) year of the surrender of the Site, then the matter shall be referred for determination of an Independent Expert mutually agreed between the Parties. The determination of the Independent Expert shall be final and binding on the Parties.

3.5 In the event that the Airport is transferred to GoI in accordance with the provisions of Article 13.5 of the Concession Agreement, then upon such transfer, BIAL shall be deemed to have surrendered the Site (with the exception of the CA Excluded Area) and this Deed shall terminate with respect to the surrendered part and KSIIDC shall be at full liberty to deal therewith in the manner it chooses. With regard to the CA Excluded Area, KSIIDC and BIAL will meet to settle the commercial terms for the continuance of the lease in respect of the CA Excluded Area and KSIIDC shall ensure that BIAL has the rights of access necessary for access to the CA Excluded Area. While settling the commercial terms so as to enable the continuance of the Lease in respect of the CA Excluded Area, the Parties shall bear in mind the then prevailing policies/guidelines of GoK that are applicable for similar activities as are being undertaken on the CA Excluded Area. Upon the determination of the commercial terms, BIAL shall pay to KSIIDC any Lease Rent arrears for the CA Excluded Area, calculated from the date of surrender of the Site. Until the determination of the commercial terms, BIAL shall pay the Lease Rent for the CA Excluded Area in accordance with the policies/guidelines of GoK prevailing at that point of time with respect to that particular activity, and such payment of Lease Rent shall be at a rate not less than that mandated by the policy/guideline of GoK prevailing at that point of time with respect to that particular activity. If the Parties do not reach an agreement on the commercial terms within a period of one (1) year of the surrender of the Site, then the matter shall be referred for determination of an Independent Expert mutually agreed between the Parties. The determination of the Independent Expert shall be final and binding on the Parties.

3.6 Notwithstanding what is contained herein, in the event any portion of the Site is required to be surrendered by BIAL to KSIIDC under Clause 15 of the State Support Agreement, BIAL shall forthwith surrender the same to KSIIDC, without Encumbrances, and this Deed shall terminate with respect to the surrendered part of the Site and KSIIDC shall be at full liberty to deal therewith in the manner it chooses. With respect to the remaining portion of the Site in BIAL's possession:

- (a) from the date of such surrender, BIAL shall pay the Lease Rent only for that portion of the Site that continues to remain in its possession, on a pro-rated basis; and
- (b) KSIIDC shall ensure that BIAL has the rights of access necessary for access to such portion; and
- (c) this Deed shall continue on the same terms and conditions.

3.7 In the event of termination of this Deed pursuant to the provisions of Clause 3.1, 3.2 or 3.3, BIAL shall hand over possession of the Site to KSIIDC, without any Encumbrances immediately upon such termination.

4. USE OF THE SITE.

4.1 KSIIDC hereby grants permission and consent, to BIAL to use the Site, and BIAL agrees to use the Site in accordance with the Master plan, for the carrying out of the Activities and the following:

- (a) Implementing the Project;
 - (b) Developing, constructing, building, owning, operating, and maintaining the Airport;
 - (c) Designing, building, owning, operating and maintaining the utilities, services and facilities required for operating and maintaining the Airport;
 - (d) Designing, building, owning, operating, maintaining and using office, management, administration facilities including all infrastructure required for such facilities and canteen facilities;
 - (e) Implementation of plans for expansion, modernisation or renovation of the Airport or utilities and services facilities;
 - (f) Extraction of ground water and harvesting of rainwater for BIAL's requirements;
 - (g) Developing a greenbelt on the Site as specified in the Master plan; and
 - (h) Developing and landscaping the Site;
- (the "Purposes").

4.2 BIAL may, with the approval of KSIIDC (such approval not to be unreasonably withheld), in addition to the above Purposes, utilise the Site for any other purposes, which in its opinion is (i) conducive or incidental to implementation of the Project; and/or (ii) conducive or incidental to operation and management of the Airport; and/or (iii) enhances the passenger/cargo traffic at the Airport; and/or (iv) improves the commercial viability of the Project; and / or (v) facilitates substantive further investment in or around the Airport.

4.3 BIAL may grant sub-leases or licences to Service Provider Right Holders for carrying out the Activities and shall furnish KSIIDC with a list of such Service Provider Rights Holders every year.

5. LEASE RENT.

5.1 In consideration of KSIIDC leasing the Site to BIAL and granting the rights, privileges and benefits set forth in this Deed, BIAL shall pay, subject to Clause 5.3, to KSIIDC lease rent as described in **Schedule C** attached hereto ("**Lease Rent**").

5.2 The Lease Rent shall be payable in advance at the beginning of each year and must be paid within sixty (60) days of the beginning of each year, with the Lease Rent being pro-rated for part of a year.

- 5.3 The Lease Rent shall be paid after deducting there from only income-tax deductible at source, if applicable and the net amount shall be paid to KSIIDC.
- 5.4 BIAL shall pay the Lease Rent into such account as designated by KSIIDC from time to time.
- 5.5 If the Lessee fails to pay the Lease Rent as aforesaid, the Lessee shall be liable to pay interest thereon at the rate of two (2) percentage points above the State Bank of India Prime Lending Rate from the date on which such Lease Rent becomes due and payable. Non-payment of the Lease Rent for two (2) consecutive years shall be deemed to be a material breach of this Deed for the purposes of Clause 8.1.

6. KSIIDC'S OBLIGATIONS AND COVENANTS.

6.1 Possession, use and enjoyment.

KSIIDC agrees, undertakes and warrants that subject to the terms hereof, BIAL shall be entitled, to possess, hold, use and enjoy the Site and every part thereof during the Term of the Lease, without any interruptions by KSIIDC. KSIIDC shall have no obligation to provide BIAL any land in addition to the Site and the Additional Land.

6.2 Development and Use.

KSIIDC agrees and covenants with BIAL that BIAL shall have the right and shall be entitled to develop and use the Site for the Purposes in the manner as BIAL considers appropriate, subject to compliance with the Master Plan and obtaining the necessary regulatory approvals.

6.3 Outgoings.

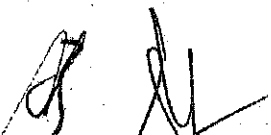
KSIIDC shall pay and discharge all Outgoings relating to the period up to and including the commencement of the Term.

6.4 Consents.

Should BIAL require any consents or no objections of KSIIDC in obtaining power, water, telephone and communication and such other facilities that BIAL may require, to use and enjoy the Site effectively for the Purposes, KSIIDC shall provide the same within reasonable time.

6.5 Encumbrances.

KSIIDC agrees and covenants with BIAL that KSIIDC shall not create any Encumbrances on the Site or otherwise part with or alienate any of its rights, title or interest in or to the Site except as provided in Clause 6.6 hereof.



BIAL shall (i) keep and maintain the Site and the buildings and structures thereon in good and habitable condition at all times and (ii) shall ensure that the Site will be free from encroachments at all times and to the extent that there occur any encroachments on the Site, shall use its reasonable endeavors to remove such encroachments from the Site, as soon as practicable.

7.5 Regulatory Approvals.

- (a) BIAL shall undertake any construction of buildings and / or structures at the Site only after obtaining all regulatory approvals and permissions necessary therefor. BIAL will comply with the conditions of such regulatory approvals and permissions.
- (b) Should any Service Provider Right Holder desire to put up any buildings / structures on the Site, BIAL will in the contractual arrangements with the Service Provider Right Holder (i) ensure that such Service Provider Right Holder will commit to obtain and comply with the regulatory approvals and permissions necessary for construction of buildings and structures required by them; and (ii) include the right to terminate those arrangements in the case of continued breach of such regulatory approvals and/or permissions. Should such Service Provider Right Holder be in breach of any such regulatory approvals and/or permissions, to the extent that BIAL is aware of such breach, it shall use its reasonable endeavors to ensure compliance with such regulatory approvals / permissions.

7.6 Inspection by KSIIDC & Site Audit.

- (a) BIAL hereby authorises KSIIDC and its authorised agents the right to enter upon and inspect the Site at all reasonable hours on any working day after providing forty eight (48) hours notice in writing to BIAL. At the end of every year, BIAL acting through a committee established for such purpose by the Board shall, at its cost, conduct an audit of the Site and submit to KSIIDC a report prepared by such committee furnishing details on the use and occupancy of the Site.
- (b) BIAL shall notify KSIIDC of any material breach by BIAL of any regulatory approvals required in relation to the Site.

7.7 Stamp Duty & Registration Charges.

Subject to the exemptions / waivers granted by GoK (for the avoidance of doubt, the relevant Government Orders are attached hereto as **Schedules D and D-1**), all other stamp duties and registration charges payable in respect of the lease contemplated herein shall be to the account of and borne by BIAL.

7.8 No Encumbrance.

BIAL undertakes not to create any Encumbrances on the Site, except as permitted in this Deed, the Concession Agreement, the State Support Agreement, the CNS/ATM Agreement, the Financing Agreements or as may be required by the terms of any regulatory approval or permission or pursuant to any law.

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7.9 Compliance with Environmental Law.

- (a) BIAL shall obtain or cause to be obtained all clearances, permits and consents under any applicable Environmental Law that it requires to enable it to carry out the Purposes and BIAL shall comply with the conditions of such clearances, permits and consents.
- (b) BIAL will in the contractual arrangements with Service Provider Right Holders (i) ensure that such Service Provider Right Holder commit to obtain and comply with all clearances, permits and consents required by them under any applicable Environmental Law to enable them to carry out the Activities; and (ii) include the right to terminate those arrangements in the case of continued breach of such clearances, permits and consents. Should such Service Provider Right Holder be in breach of any such clearances, permits and consents, to the extent that BIAL is aware of such breach it shall use its reasonable endeavors to ensure compliance with such clearances, permits and consents.

7.10 Outgoings during the Term of the Lease.

BIAL shall pay and discharge all Outgoings for the Term of the Lease.

8. TERMINATION.

- 8.1 Any material breach of this Deed by BIAL will be deemed a 'BIAL Default Event' under the State Support Agreement and will be dealt with accordingly as per the terms of the State Support Agreement.
- 8.2 Any material breach of this Deed by KSIIDC will be deemed a 'GoK Default Event' under the State Support Agreement and will be dealt with accordingly as per the terms of the State Support Agreement.

9. REPRESENTATIONS AND WARRANTIES OF KSIIDC

KSIIDC hereby represents and warrants to BIAL as follows:

- (a) KSIIDC is duly incorporated and validly existing under the laws of India;
- (b) KSIIDC has full power to carry on its business and to enter into, legally bind itself by, and perform its obligations under, this Deed;
- (c) This Deed has been duly authorised, executed, and delivered by KSIIDC after fulfilling all legal formalities and constitutes its legal, valid and binding obligation;

- (d) All actions, conditions and things required by the laws of India and Karnataka to be taken, fulfilled and done in order to enable KSIIDC lawfully to lease / sub lease the Site in accordance with this Deed have been taken, fulfilled and done;
- (e) The execution, delivery and performance of this Deed does not constitute a violation of (i) any statute, judgement, order, decree or regulation or rule of any court, governmental authority or arbitrator of competent jurisdiction applicable or relating to KSIIDC, its assets or its businesses, and (ii) KSIIDCs Memorandum or Articles of Association, charter or other documents or any indenture, contract or agreement to which it is a party or by which it or its property shall be bound;
- (f) There are no outstanding judgments against KSIIDC and, to the knowledge of KSIIDC, no action, claim, suit or proceeding is pending or threatened against KSIIDC before any court, governmental authority or arbitrator of competent jurisdiction that could reasonably be expected to affect the ability of KSIIDC to perform its obligations under this Deed;
- (g) KSIIDC is not in default under any agreement to which it is party nor by which it or its property shall be bound, nor in any material default of any obligation, which could have a material and adverse effect on the ability of KSIIDC to perform its obligations under this Deed;
- (h) KSIIDC is not aware of the disposal of any effluents and / or Hazardous Materials on the Site and is not aware of any other breach of any Environmental Laws in respect of the Site; and
- (i) The Site hereby agreed to be leased to BIAL is free from all Encumbrances and encroachments, is vacant and is in possession of KSIIDC. BIAL will have quiet and peaceful possession of the Site during the Term of the Lease, from the Site Delivery Date.

10. REPRESENTATIONS AND WARRANTIES OF BIAL

BIAL hereby represents and warrants to KSIIDC as follows:

- (a) BIAL is duly incorporated and validly existing under the laws of India;
- (b) BIAL has full power to carry on its business and to enter into, legally bind itself by, and perform its obligations under, this Deed;
- (c) This Deed has been duly authorised, executed, and delivered by BIAL after fulfilling all legal formalities and constitutes its legal, valid and binding obligation;
- (d) The execution, delivery, and performance of this Deed, does not constitute a violation of (i) any statute, judgement, order, decree or regulation or rule of any court, governmental authority or arbitrator of competent jurisdiction applicable or relating to BIAL, its assets or

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its businesses, and (ii) BIAL's Memorandum or Articles of Association or other documents or any indenture, contract or agreement to which it is a party or by which it or its property shall be bound;

- (e) There are no outstanding judgements against BIAL or its shareholders, and, to the knowledge of BIAL, no action, claim, suit or proceeding is pending or threatened against BIAL or shareholders before any court, governmental authority or arbitrator of competent jurisdiction that could reasonably be expected to affect the ability of BIAL to perform its obligations under this Deed; and
- (f) BIAL is not in default under any agreement to which it is party nor by which it or its property shall be bound, nor in any material default of any obligation, which could have a material and adverse effect on the ability of BIAL to perform its obligations under this Deed.

11. INDEMNITIES AND LIMITATION OF LIABILITY.

11.1 Definitions

In this Clause 11:

- (a) "Affiliate" means a 100% subsidiary or a company having 100% control, in relation to any Party. For this purpose "control" means the ability to control the composition of the Board and to exercise all voting rights attached to shares of such affiliate at any general meeting;
- (b) "Liability" means losses, damages, claims, judgments and expenses, including costs of investigation, remediation and litigation or some other form of dispute resolution; and
- (c) "Representative" means
 - (i) any employee, agent or consultant of a Party or of an Affiliate of a Party;
 - (ii) a third party contractor of a Party; or
 - (iii) an Affiliate of a Party.

For the avoidance of doubt, the term 'Representative' shall not include any Service Provider Right Holder (as defined in the State Support Agreement).

11.2 KSIIDC shall fully indemnify, defend and hold harmless BIAL and its Affiliates, and their respective directors, employees and agents from and against any Liability, which may be incurred or suffered by any such person and which may arise out of or as a result from any of the following causes:

- (a) any breach by KSIIDC of any of its obligations, covenants, agreements, representations or warranties set forth in this Deed; and

- (b) any loss of property, damage to property, personal injury or death occasioned to or suffered by any person, to the extent that the damage to or loss of property or the personal injury or death is caused willfully or negligently by KSIIDC or its Representatives.

11.3 BIAL shall fully indemnify, defend and hold harmless KSIIDC and its Affiliates, and their respective directors, employees and agents from and against any Liability, which may be incurred or suffered by KSIIDC and which may arise out of or as a result from any of the following causes:

- (a) any breach by BIAL of any of its obligations, covenants, agreements, representations or warranties set forth in this Deed;
- (b) any Environmental Liability which has arisen due to an act or omission of BIAL, whether directly or indirectly, and not otherwise indemnified under Clause 11.3(a); and
- (c) any loss of property, damage to property, personal injury or death occasioned to or suffered by any person, to the extent that the damage to or loss of property or the personal injury or death is caused willfully or negligently by BIAL or its Representatives.

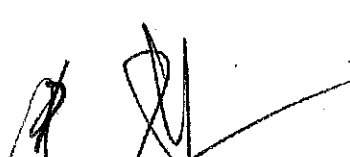
11.4 Limitation of Liability

In no event shall any party, its officers, employees or agents be liable to the other party (on the basis of breach of contract, indemnity, warranty or tort, including negligence and strict or absolute liability, or breach of statutory duty or otherwise) for any matter arising out of or in connection with this Deed in respect of any Consequential Loss suffered by the other party. Each party undertakes not to sue the other party, its officers, employees, agents or sub-contractors in respect of such Consequential Loss.

12. ASSIGNMENT

Neither Party shall, without the other Party's prior written consent, transfer, assign or grant any form of security over any of their obligations or rights under this Deed provided:

- (a) BIAL may without KSIIDC's prior consent create any mortgage or charge over the Site in favour of the Lenders or any agent or trustee acting on their behalf or assign this Deed to the Lenders by way of security;
- (b) BIAL may, with thirty (30) days prior notice to KSIIDC, assign this Deed to GoI under the Concession Agreement; and
- (c) Any Service Provider Right Holder granted an interest in the Site by BIAL pursuant to the terms of this Deed may without KSIIDC's prior consent create any mortgage



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or charge over such interest in favour of any financial institutions providing funds to such Service Provider Right Holder in respect of their activities at the Site.

Save as provided above any purported transfer, assignment or security interest granted without the other Party's consent shall not be effective and shall be a breach of this Deed. Subject to the foregoing, this Deed shall be binding upon and inure to the benefit of all permitted successors-in-interest and assigns of KSIIDC and BIAL.

13. REMOVAL OF DIFFICULTIES

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project, operation of the Airport and the transactions envisaged under this Deed. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

14. DISPUTE RESOLUTION

14.1 Negotiation and Conciliation.

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

14.2 Reference to Arbitrator.

Any Dispute which the Parties are unable to resolve pursuant to Clause 14.1 within sixty (60) 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 in accordance with the UNCITRAL Rules ("Rules") by three arbitrators appointed in accordance with the Rules.

14.3 Miscellaneous.

The venue of arbitration shall be Bangalore. 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 an arbitral tribunal appointed pursuant to this Clause 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



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validly be made. The Parties expressly submit to the jurisdiction of any such court for the purposes of enforcement of any arbitration award.

15. **GOVERNING LAW**

This Deed is governed by and shall be construed in accordance with the laws of the Republic of India.

16. **GENERAL PROVISIONS.**

16.1 Entire Agreement.

This Deed together with the Schedules and other agreements referred to herein constitute the entire agreement of the Parties with respect to the subject matter and the transaction envisaged in this Deed and supersedes all previous agreements, understandings, correspondences and documents relating to the subject matter and the transaction envisaged herein.

16.2 Waiver.

Neither Party shall be deemed to have waived any right under this Deed, unless such Party shall have delivered to the other Party a written waiver signed by an authorised officer of such waiving Party. No delay or omission in the exercise of any power or remedy shall be construed to be a waiver of any default or acquiescence therein.

16.3 Invalidity.

If any provision(s) of this Deed are declared to be invalid, unenforceable or illegal by a competent arbitral tribunal or court, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provision(s) of this Deed which shall continue in full force and effect.

16.4 Amendments.

(a) No amendments, supplements, modifications or waivers of this Deed or the terms or provisions hereof shall be valid unless evidenced in writing and signed by duly authorised representatives of both Parties.

(b) The Parties recognize that:

- (i) pursuant to any decisions taken under Clause 15 of the State Support Agreement by the parties thereto; and
- (ii) in the event of any other amendments made to the State Support Agreement that affect the use of the Site, whether directly or indirectly,

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if any portion of the Site is to be returned to KSIIDC, such portion of the Site shall automatically revert back to KSIIDC and this Deed may need to be amended and hereby agree to take all necessary actions hereunder to implement the same.

16.5 Specific Performance.

In the event of default or breach in performance of obligations by any Party, the Party not in default or breach shall be entitled, without prejudice to its other rights and remedies, to seek and enforce specific performance of this Deed.

16.6 Counterparts.

This Deed shall be executed by the parties in two (2) counterparts by the Parties and each fully executed counterpart shall be deemed an original.

16.7 Expenses.

Each Party shall pay its own costs and expenses (including, without limitation, the fees and expenses of its agents, authorised representatives, advisers, counsel and accountants) necessary for the negotiation, preparation, execution, delivery, performance of, and compliance with, this Deed.

16.8 Notices.

- (a) All notices, demands or other communications required to be given or made hereunder shall be in English language, in writing and delivered personally or sent by prepaid registered post or facsimile transmission addressed to the intended recipient thereof at its address or facsimile number given below or to such address or facsimile number as any Party may from time to time notify to the other Party;

Vertical handwritten text on the right margin, possibly a date or reference number, including "7/29/10" and "100105-06".

Two handwritten signatures or initials at the bottom left of the page.

In case of KSIIDC to :

- Khanija Bhavan, East Wing, Fourth Floor, #49, Race Course Road, Bangalore 560 001 India
- Fax # (+91-80) 2225 5740
- Attention: Managing Director

In case of BLAL to :

- Bangalore International Airport Limited, Khanija Bhavan, Ground Floor #49, Race Course Road Bangalore 560 001 India
- Fax # (+91-80) 208 1284
- Attention: Chief Executive Officer

- (b) Notices shall be effective when received by the intended recipient. Any such notice, demand or communication shall be deemed to have been duly served if given or made by facsimile transmission, immediately on receipt of the successful transmission report by the sender, or if given personally, on delivery thereof to the address of the recipient, or if given by registered post, 5 (five) days after posting the same by registered post.

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2006

(c) Either Party may change any of the details set out in this Clause 16.8 by giving notice of the change to the other Party.

IN WITNESS WHEREOF the Parties hereto have signed this Deed on the date and year first written above.

Signed for and on behalf of _____)
Karnataka State Industrial Investment)
and Development Corporation Limited)
by a duly authorised representative _____)
in the presence of: _____)

[Signature]
Signature of witness
20/04/05

R. N. Chowhan
E.D., KSIIDC.
Name and address of witness

Signed for and on behalf of _____)
Bangalore International Airport Limited)
by its duly authorised representatives _____)
in the presence of: _____)

[Signature]
Signature of witness
20/04/05

T. S. SAKTHIDHARAN
Name and address of witness

[Signature]
Signature of authorised representative
20/04/05

I.M. VITTALA MURTHY
Name of authorised representative
MANAGING DIRECTOR
Karnataka State Industrial
Investment & Development Corporation Ltd

[Signature]
Signature of authorised representatives
A. Brunner 30.4.05
(1) Chief Executive Officer
Bangalore International Airport Ltd
Name of authorised representative

(2)
Name of authorised representative

SCHEDULE - A

Part I: Portion of Site owned by KSIIDC							
I. Lands transferred to KSIIDC by KIADB through Sale Deed dated 8-10-2004:							
All those pieces and parcels of lands measuring 2121 Acres 36 1/2 Guntas comprised in the villages Udayagiri, Doddasanne, Yarthiganahalli, Anneshwara, Arasianakunte, Gangamathanahalli, Bettakote of Devanahalli Taluk, Bangalore Rural District and Chikkanahalli, Mylanahalli and Beguru of Bangalore North Taluk (Additional), Bangalore District of Karnataka State, as per details bellow:							
Sl.No.	Sy.No.	Extent		Sl.No.	Sy.No.	Extent	
		Acres	Guntas			Acres	Guntas
Village UDAYAGIRI							
1	1	0	14	16	63	4	0
2	6	3	0	17	64	4	0
3	7	2	36	18	65	4	0
4	8	3	12	19	66	3	0
5	9	4	20	20	67	0	22
6	10	5	31	21	68P	1	25
7	11	4	10	22	76	4	0
8	12	4	10	23	21(P)	1	24
9	13	4	20	24	55(P)	11	7
10	14	6	7	Total		83	19
11	15	4	6				
12	16	4	3				
13	17	4	21	Village ANNESHWARA			
14	18	4	6				
15	19	4	38	1	32/P	36	12
16	20(P)	4	5	2	124	0	20
17	21(P)	1	7	3	125	1	16
18	41(P)	2	6	4	126	2	33
19	42	4	2	5	127	4	0
20	43(P)	1	8	6	128	4	0
Total		73	22	7	129	4	0
				8	130	4	0
				9	131	4	0
Village DODDASANNE							
1	28	188	5	10	132	4	0
Total		188	5	11	137	2	23
Village YARTHIGANAHALLI							
1	21	5	31	13	113	0	5
2	58	4	0	14	114	1	18
3	59	4	0	15	115	3	31
4	12(P)	0	21	16	116	4	0
5	13	4	33	17	117	4	0
6	15	2	31	18	118	4	0
7	39/1	3	4	19	28	2	5
8	39/2	3	0	20	24(P)	0	2
9	39/3	3	0	21	23	3	5
10	40/1	2	1	22	29/1	0	36
11	40/2	2	8	23	29/2	0	26
12	40/3	2	12	24	30	4	19
13	60	4	0	25	31	6	19
14	61	4	0	26	107	5	15
15	62	4	0	27	108	5	32

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Sl.No.	Sy.No	Extent		Sl.No.	Sy.No.	Extent	
		Acres	Guntas			Acres	Guntas
28	106	4	3	5	155	2	0
29	109	4	0	6	157	4	0
30	20/1	1	23	7	158	4	0
31	20/2	1	23	8	159	4	0
32	20/3	2	23	9	161	4	0
33	19	7	18	10	166	4	0
34	18/1	0	34	11	167	4	0
35	18/2	0	20	12	171	2	0
36	18/3	0	21	13	176	3	18
37	18/4	0	21	14	185	1	24
38	18/5	0	22	15	195	15	5
39	17/1	2	23	16	197	4	3
40	17/2	1	28	17	171	2	18
41	17/3	1	31	18	172	1	9
42	110	4	0	19	173	1	6
43	15	5	6	20	2/1	2	6
44	14/1	3	28	21	2/2	1	2
45	14/2	0	33	22	2/3	1	3
46	13	5	18	23	3/1	2	6
47	21/1	5	1	24	3/2	1	14
48	21/2	3	16	25	3/3	1	18
49	21/3	1	20	26	4/1	5	1
50	21/4	1	20	27	4/2	2	6
51	12/2	0	1	28	5	5	17
52	12/3	0	17	29	6	5	15
53	12/4	0	36	30	7	3	7
54	12/5	0	36	31	8	7	37
55	12/6	1	23	32	10	5	24
56	16	1	7	33	11	4	12
57	8	3	16	34	12	3	35
58	7	3	29	35	13	3	1
59	9/1	0	28	36	14	3	11
60	9/2	1	2	37	15	4	38
61	9/3	1	13	38	16	4	18
62	22	2	4	39	17	5	5
63	100 P	0	17	40	18	5	3
64	101/1	0	20	41	19	5	27
65	101/2	0	2	42	20/1	2	6
66	139	0	5	43	20/2	2	6
67	32(P)	200	5	44	21/1	4	22
68	27/1	1	23	45	21/2	1	4
69	27/2a	0	2	46	22	5	31
70	27/2b	0	22	47	23	6	20
Total		399	17	48	24	6	16
Village		ARASINAKUNTE		49	25	6	14
1	9	5	2	50	26	6	14
2	150	2	5	51	28	6	12
3	151	4	3	52	29	5	7
4	154	4	0	53	30	5	21

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Sl.No.	Sy.No	Extent		Sl.No.	Sy. No.	Extent	
		Acres	Guntas			Acres	Guntas
54	31	5	20				
55	32	5	7	103	56/1	2	13
56	33	4	6	104	56/2	2	10
57	34/1	0	36	105	57	2	14
58	34/2	1	32	106	58/1	2	34
59	34/3	1	28	107	58/2	2	33
60	34/4	1	22	108	59/1	0	34
61	35/1	3	21	109	59/2	4	0
62	35/2	0	36	110	60/1	0	30
63	36/1	1	37	111	60/2	1	26
64	36/2	2	28	112	60/3	0	4
65	37	2	33	113	60/4	2	9
66	38/1	3	10	114	61/1	0	10
67	38/2	2	0	115	61/2	0	4
68	39/1	1	1	116	63/1	0	9
69	39/2	1	2	117	63/2	0	32
70	39/3	2	17	118	63/3	0	4
71	39/4	1	2	119	63/4	0	4
72	40/1	0	36	120	64	1	5
73	40/2	1	0	121	65	1	31
74	41/1	2	4	122	66/1	1	39
75	41/2	1	22	123	66/2	0	16
76	41/3	1	25	124	67	0	22
77	42/1	4	32	125	68	5	9
78	42/2	1	32	126	69	5	14
79	43/1	1	3	127	70	0	18
80	43/2	1	33	128	71	6	20
81	43/3	1	18	129	72	1	2
82	44	4	18	130	73	0	37
83	45/1	2	2	131	74	0	28
84	45/2	1	22	132	75	0	39
85	45/3	1	24	133	76/1	2	14
86	46/1	4	1	134	76/2	1	22
87	46/2	2	7	135	77/1	1	6
88	47/1	1	11	136	77/2	1	3
89	47/2	2	8	137	77/3	2	14
90	48/1	1	7	138	78/1	3	10
91	48/2	2	0	139	78/2	1	7
92	48/3	0	38	140	78/3	1	14
93	50	3	31	141	78/4	0	29
94	51	0	31	142	79	7	8
95	52/1	1	33	143	80/1	4	16
96	52/2	1	2	144	80/2	1	27
97	52/3	1	6	145	81	2	5
98	53	1	6	146	82/1	7	10
99	54	0	39	147	82/2	0	5
100	55/1	0	19	148	83/1	3	9
101	55/2	0	20	149	83/2	0	32
102	55/3	0	7	150	84	2	30

Sl.No.	Sy.No	Extent		Sl.No.	Sy. No.	Extent	
		Acres	Guntas			Acres	Guntas
151	85	4	29	198	119/3	2	18
152	86	2	0	199	120/1	2	17
153	88/1	2	8	200	120/2	1	31
154	88/2	2	18	201	121/1	1	20
155	89/1	2	2	202	121/2	1	10
156	89/2	2	33	203	121/3	2	28
157	90	6	8	204	121/4	0	30
158	91	6	20	205	122	1	25
159	92/1	2	16	206	123	1	17
160	92/2	2	0	207	124	12	0
161	93	5	39	208	125	4	0
162	94	5	31	209	126	4	0
163	95	6	13	210	127	3	5
164	96	3	16	211	128	1	0
165	97	1	15	212	129	0	30
166	99	0	24	213	130	2	30
167	100	2	17	214	131	1	0
168	101/1	0	11	215	132	1	0
169	101/2	1	32	216	133	3	0
170	102	2	0	217	134	1	15
171	103	1	37	218	135	2	20
172	104	1	3	219	136	4	0
173	105	3	30	220	137	4	0
174	106	1	25	221	138	4	0
175	107	1	9	222	139	2	0
176	108	0	18	223	140	2	33
177	109/1	0	25	224	141	4	0
178	109/2	0	35	225	142	4	0
179	110/1	0	13	226	143	4	0
180	110/2	0	31	227	145	2	0
181	111	0	29	228	146	4	0
182	112	1	13	229	147	2	0
183	113/1	0	19	230	148	4	0
184	113/2	0	19	231	149	4	0
185	113/3	0	10	232	152	2	2
186	113/4	0	6	233	153	2	0
187	114/1	0	20	234	156	2	0
188	114/2	0	36	235	160	4	0
189	115/1	1	5	236	162	4	0
190	115/2	2	0	237	163	4	0
191	115/3	0	21	238	164	4	0
192	115/4	0	19	239	165	3	5
193	116	7	25	240	168	4	0
194	117	5	3	241	169	4	0
195	118	3	38	242	170	4	0
196	119/1	1	6	243	172	2	0
197	119/2	1	23	244	173	4	0

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Sl.No.	Sy.No.	Extent		Sl.No.	Sy. No.	Extent	
		Acre's	Guntas			Acre's	Guntas
245	174	4	0	23	7/7	0	6
246	175	4	6	24	7/8	0	6
247	177	4	0	25	7/9	0	2
248	178	2	0	26	7/10	0	5
249	179	2	0	27	8	4	32
250	180	4	9	28	10	8	7
251	181	4	0	29	11/1	2	33
252	182	4	0	30	11/2	2	0
253	183	4	0	31	12(P)	1	0
254	184	4	0	32	12(P)	2	0
255	185	2	16	33	12(P)	4	0
256	186	4	0	34	12(P)	1	0
257	187	4	0	35	12(P)	1	0
258	188	2	0	36	12(P)	1	0
259	189	4	0	37	15/2	8	24
260	190	2	0	38	17/1	4	8
261	191	5	16	39	17/2	4	2
262	192	1	0	40	19	4	30
263	193	2	30	41	20	9	22
264	194	4	0	42	21	2	6
265	196	11	32	43	22/1	0	28
	Total	730	33	44	22/2	1	25
				45	22/3	0	32
Village:	GANGAMUTHANAHALLI			46	22/4	1	36
1	12	5	0	47	22/5	0	27
2	13	12	7	48	23/1	1	14
3	14	1	0	49	23/2	2	9
4	15/1	4	38	50	24/1	1	24
5	16	4	23	51	24/2	1	6
6	26/1	1	12	52	24/3	1	9
7	34	5	11	53	24/4	1	5
8	1(P)	9	18	54	24/5	0	3
9	2(P)	3	18	55	24/6	0	10
10	3	3	23	56	24/7	0	9
11	4	2	10	57	26/2	1	0
12	5/1	0	30½	58	26/3	2	13
13	5/2	0	19½	59	26/4	1	30
14	5/3	0	25½	60	26/5	1	28
15	5/4	0	31½	61	26/6	0	10
16	6	0	34	62	26/7	0	11
17	7/1	0	19	63	26/8	0	6
18	7/2	0	33	64	26/9	0	15
19	7/3	0	5	65	26/10	0	6
20	7/4	0	5	66	27	7	34
21	7/5	0	30	67	28/1	2	20
22	7/6	1	14	68	28/2	1	4

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Sl.No.	Sy.No	Extent		Sl.No.	Sy. No.	Extent	
		Acres	Guntas			Acres	Guntas
69	28/3	1	1	115	48/5(P)	0	00½
70	29/1	1	35	116	48/6(P)	0	00½
71	29/2	1	1	117	48/7(P)	1	20½
72	29/3	1	2	118	49/1	1	29
73	30	4	3	119	49/2	1	23
74	31/1	1	17	120	50/1	1	8
75	31/2	1	17	121	50/2	1	8
76	31/3	1	21	122	51	5	4
77	32/1	4	3	123	52/1(P)	0	12
78	32/2	2	3	124	52/2(P)	0	9
79	33/1	1	16	125	52/3(P)	0	9
80	33/2	1	16	126	52/4(P)	0	9
81	33/3	1	11	127	52/5(P)	0	10
82	33/4	1	19	128	52/6(P)	0	10
83	35/1	1	13	129	56/1(P)	0	19
84	35/2	2	2	130	56/2(P)	0	13
85	35/3	2	9	131	56/3(P)	0	11
86	35/4	4	26	132	58/1(P)	2	1
87	36/1	4	27	133	58/2(P)	0	6
88	36/2	1	23	134	58/3(P)	0	5
89	37/1	0	10	135	58/4(P)	0	6
90	37/2	0	34	136	58/5(P)	0	5
91	37/3	4	20	137	58/6(P)	0	5
92	38/1	0	38	138	58/7(P)	0	6
93	38/2	0	20	139	58/8(P)	1	7
94	38/3	0	25	140	58/9(P)	1	1
95	38/4	0	30	141	59	2	21
96	39	1	22	142	60(P)	4	32
97	40/1	1	32	143	61/1	3	2
98	40/2	3	9	144	61/2	1	5
99	40/3	1	31	145	62/1	1	38
100	40/4	1	38	146	62/2	2	2
101	40/5	0	24	147	63	4	0
102	41/1	2	29	148	64	2	0
103	41/2	1	9	149	65	2	0
104	41/3	0	30	150	66	2	0
105	41/4	0	27	151	67	1	20
106	41/5	1	25	152	68	2	0
107	42	3	2	153	69	2	0
108	43	7	0	154	70	2	0
109	44/1	1	37	155	71	2	0
110	44/2	1	5	156	72	2	0
111	48(1)P	0	00¼	157	73	2	0
112	48(2)P	0	00¼	158	74	2	0
113	48/3(P)	0	00¼	159	75	2	0
114	48/4(P)	0	00¼	160	76	2	0

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Sl.No.	Sy.No.	Extent		Sl.No.	Sy. No.	Extent	
		Acres	Guntas			Acres	Guntas
161	77	2	0	35	38/4B	0	20
162	78	2	0	36	39/1	0	38
163	79	2	0	37	39/2	0	38
164	80	2	0	38	39/3A	1	20
165	81	4	0	39	39/3B1	1	29
166	82	4	0	40	39/3B2	0	31
Total		318	5 1/2	41	39/3B3	0	39
				42	40/1	1	12
Village		BETTAKOTE		43	40/2	1	18
				44	40/3	2	25
				45	40/4	2	19
				46	41/1	0	20
1	24P	0	34	47	41/2	1	32
2	26P	1	22	48	41/3	0	20
3	27/1	1	9	49	41/4	0	23
4	27/2	2	21	50	41/5	1	1
5	28/1	0	27	51	41/6	0	25
6	28/2A	0	13	52	42/1	0	10
7	28/2B	0	13	53	42/2	0	8.5
8	28/3	0	26	54	42/3	0	3.5
9	28/4	2	26	55	42/4	0	5
10	29	3	13	56	42/5	0	2
11	30/1	0	22	57	43	3	39
12	30/2	0	37	58	44	7	26
13	31/1	0	20	59	45	3	31
14	31/2	0	39	60	46	1	12
15	31/3	1	12	61	47/1	2	19
16	32/1	1	11	62	47/2	1	9
17	32/2	2	16	63	47/3	1	9
18	32/3P	2	10.5	64	48/1	3	28
19	32/4P	2	33.5	65	48/2	2	2
20	35P	4	0	66	49	3	18
21	35P	0	20	67	50	1	26
22	35P	2	0	68	51	2	6
23	35P	2	0	69	52/1	6	27
24	35P	2	0	70	52/2	2	15
25	35P	1	30	71	53/1	1	23
26	35P	1	20	72	53/2	2	3
27	36	4	6	73	54/1	0	3
28	37/1	2	9	74	54/2	0	2
29	37/2	1	39	75	54/3	0	9
30	38/1	1	4	76	54/4	0	11
31	38/2A	0	20	77	54/5	0	5
32	38/2B	0	20	78	54/6	0	6
33	38/3	1	39	79	54/7	0	12
34	38/4A	0	20	80	54/8	0	9

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Sl.No.	Sy.No	Extent		Sl.No.	Sy. No.	Extent	
		Acres	Guntas			Acres	Guntas
81	54/9	0	6	129	127	2	0
82	54/10	0	10	130	128	2	0
83	56/1	0	25	131	129	2	0
84	56/2A	0	36	132	35/P	15	12
85	56/2B	0	38		Total	186	29
86	56/3	0	10				
87	56/4	0	10	Village:	CHIKKANAHALLI		
88	56/5	0	19	1	32P	7	20
89	56/6	0	26	2	32P	0	27
90	57	5	38	3	32	0	16
91	58/1	1	2	4	32(P)	12	27
92	58/2	1	1	5	33	2	10
93	58/3	1	3	6	34	5	15
94	58/4	1	0	7	35	7	14
95	59/1	1	16	8	36	3	20
96	59/2A	1	12	9	37	4	26
97	59/2B	1	8	10	38	5	18
98	59/3	0	20	11	39/1	2	16
99	60/1	2	4	12	39/2	3	2
100	60/2	2	12	13	40/1(P)	0	15
101	61/1	0	23	14	41/1	0	13
102	61/2	0	9	15	41/2	0	2
103	61/3	0	9	16	42/1	1	37
104	61/4	0	8	17	42/2	1	32
105	61/5	0	10	18	42/3(P)	0	17
106	61/6	0	17	19	43/1(P)	0	23
107	61/7	0	2	20	43/6(P)	0	5
108	61/8A	0	19		Total	60	35
109	61/8B	0	15				
110	61/9A	0	15				
111	61/9B	0	15	Village:	MYLANAHALLI		
112	61/10	0	15	1	3(P)	4	15
113	63/1	0	5	2	4(P)	2	5
114	63/2	0	4	3	5(P)	2	35
115	64	0	31	4	6/1(P)	1	35
116	66	0	15	5	6/2(P)	1	20
117	67/1	0	32	6	8/1	1	22
118	67/2	0	31	7	8/2	1	1
119	68	0	11	8	9/1	1	31
120	69/1	0	28	9	9/2	1	28
121	69/2	0	14	10	11/1	2	31
122	70/1	0	12	11	11/2	1	31
123	111/1	1	13	12	11/3	1	3
124	111/2	1	14	13	11/4	1	1
125	111/3	1	13	14	12	2	8
126	124	2	0	15	14(P)	4	21
127	125	2	0	16	15/1	1	26
128	126	2	0	17	15/2	1	36

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Sl.No.	Sy.No.	Extent		Sl.No.	Sy.No.	Extent	
		Acres	Guntas			Acres	Guntas
2. Lands transferred to KSIIDC by GoK through mutation:							
All those pieces and parcels of lands measuring 365 Acres 31 Guntas comprised in the villages							
Bhuvanahalli, Anneshwara, Arasinakunte, Gangamuthanahalli, Bettakote, Bettakote Amanikere							
Devanahalli Taluk, Bangalore Rural District and Chikkanahalli and Mylanahalli of Bangalore North							
Taluk (Additional), Bangalore District of Karnataka State, as per details below:							
Devanahalli Taluk, Bangalore Rural District							
Sl.No.	Sy.No.	Extent		Sl.No.	Sy.No.	Extent	
		Acres	Guntas			Acres	Guntas
Village		BHUVANAHALLI		Village		GANGAMUTHANAHALLI	
1	38(P)	14	7	1	12	48	2
	Total	14	7	2	18	3	17
Village		ANNESHWARA		3	25	3	39
1	45	5	7	4	9	0	34
2	32(P)	6	7	5	Gr.Th	11	29
3	136	13	18	Total	68	1	
	Total	24	32	Village	BETTAKOTE		
Village		ARASINAKUNTE		1	35	10	29
1	27	4	16	2	34	0	30
2	49	0	13	3	55	0	37
3	144	1	12	4	62	0	16
4	62	0	10	5	65	1	17
5	Gr.Th	18	21	Total	14	9	
6	98	25	15	Village	BETTAKOTE		
	Total	50	7	1	235	30	0
				Total	30	0	
Bangalore North Taluk (Additional), Yelahanka, Bangalore District							
Village		CHIKKANAHALLI		Village	MYLANAHALLI		
1	32	2	30	1	7	133	7
	Total	2	30	2	10	0	18
				3	20	28	0
				Total	161	25	
Abstract of Lands under (2) of Part I							
Bhuvanahalli		14	7				
Anneshwara		24	32				
Arasinakunte		50	7				
Gangamuthanaha		68	1				
Bettakote		14	9				
Bettakote Amanike		30	0				
Chikkanahalli		2	30				
Mylanahalli		161	25				
TOTAL		365	31				

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ನೇ ಪುಸ್ತಕದ 729/05-06 ನೇ ಪುಟ
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Sl.No.	Sy.No	Extent		Sl.No.	Sy.No.	Extent	
		Acres	Guntas			Acres	Guntas
Part II: Portion of the Site of which KSIIDC is the perperatual lessee:							
BANGALORE RURAL DISTRICT, DEVANAHALLI TALUK							
Forest	BETTAKOTE						
Village	BETTAKOTE				35	97	0
	BALADIMMANAHALLI				23	143	10
	HUNACHUR				8	134	9
					88	324	10
					Total	698	29
Forest	GANGAMUTHIANAHALLI						
Village	GANGAMUTHIANAHALLI				12	163	0
					Total	163	0
Forest	YARTHIGANAHALLI						
	YARTHIGANAHALLI				55	171	14
	MYLANAHALLI				7	109	5
	DODDASANNE				46	238	39
					Total	519	18
					Total Forest Land	1381	7
Abstract of Total Lands							
						2121	36.5
						365	31
						1381	7
					Total	3868	34.5
						15	30.5
Add: Additional extent of Land							
As per Engineering Measurement by							
Secon Surveys Pvt Ltd							
					Grand Total	3884	25

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SCHEDULE B

Activities

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Part 1 - Airport Activities

Airport Activities include the following services, facilities and equipment:

- Aerodrome control services
- Airfield
- Airfield lighting
- Air navigation services relating to the Airport
- Airside and perimeter security including access control and patrolling
- Airside and landside access roads and forecourts including writing, traffic signals, signage and monitoring
- Apron and aircraft parking area
- Apron control and allocation of aircraft stands
- Arrivals concourses and meeting areas
- Baggage systems including outbound and reclaim
- Bird scaring
- Check-in concourses
- Cleaning, heating, lighting and air conditioning public areas
- Customs and immigration halls
- Emergency services
- Facilities for the disabled and other special needs people
- Fire service
- Flight information and public-address systems
- Foul and surface water drainage
- Guidance systems and marshalling
- Information desks and staffing
- Inter-terminal transit systems
- Landscaping and horticulture
- Lifts, escalators and passenger conveyors
- Loading bridges
- Lost property
- Meteorological Services / AIS
- Noise insulation and sound proofing
- Passenger and hand baggage search
- Piers and gate rooms
- Policing and general security
- Prayer Rooms
- Runways
- Scheduling committee support

- Signage
 Staff search
 Taxiways
 Toilets and nursing mothers rooms
 Waste and refuse treatment and disposal
 X-Ray service for carry on and checked-in luggage
 Aircraft cleaning services
 Aircraft fuelling services
 Airline Lounges
 Banks / ATM – BIAL to make investment for providing basic infrastructure facilities only
 Bureaux de Change – BIAL to make investment for providing basic infrastructure facilities only
 Business Centre – BIAL to make investment for providing basic infrastructure facilities only
 Vehicle parking
 Cargo handling
 Cargo terminals
 Conference Centre – BIAL to make investment for providing basic infrastructure facilities only
 Duty free sales – BIAL to make investment for providing basic infrastructure facilities only
 Flight catering services
 Freight consolidators/forwarders or agents
 General aviation ground handling
 General aviation terminals
 General retail shops – BIAL to make investment for providing basic infrastructure facilities only
 Ground handling services
 Ground handling equipment
 Ground power for aircraft
 Hangars
 Heavy maintenance services – BIAL to undertake these only if such services are in relation to airport and/or aircraft
 Hotel reservation services – BIAL to make investment for providing basic infrastructure facilities only
 Infrastructure for the airport complex like roads, drains, water supply etc.
 Line maintenance services – BIAL to undertake these only if such services are in relation to airport and/or aircraft
 Locker rental – BIAL to make investment for providing basic infrastructure facilities only
 Messenger services – BIAL to make investment for providing basic infrastructure facilities only
 Observation terrace
 Pre-conditioned air for aircraft
 Porter service
 Post Offices – BIAL to make investment for providing basic infrastructure facilities only
 Public telephones – BIAL to make investment for providing basic infrastructure facilities only
 Restaurants, bars and other refreshment facilities – BIAL to make investment for providing basic infrastructure facilities only
 Special Assistance Services
 Tourist information services – BIAL to make investment for providing basic infrastructure facilities only

.....ನೀ ಪುಸ್ತಕದ 729/05ನೇ
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Travel agency – BIAL to make investment for providing basic infrastructure facilities only
Trolley service
Utilities (including electricity, gas, telecommunications and water)
Vehicle fuelling services – BIAL to undertake these only if such services are in relation to air and/or aircraft
Vehicle rental – BIAL to make investment for providing basic infrastructure facilities only
Vending machines – BIAL to make investment for providing basic infrastructure facilities only
VIP/Special lounges
Warehouses
Welcoming services

Part 2 - Non-Aeronautical Airport Activities

Non-Aeronautical Airport Activities include the following services, facilities and equipment:

Airport Shuttle transport services (Hotels, City Centre etc.)
Business Parks
Hi-Tech Parks
Hotels
Industrial Parks
Commercial Buildings
Special Economic Zones
Commercial Complexes
Golf Course
Country Club
Food Silos
Independent Power Producing
Production centres like manufacturing factories.

And includes any activities reasonably ancillary or incidental to the above activities.

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SCHEDULE C

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Lease Rent

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Lease Rent shall be payable to KSIIDC by BIAL in the following manner:

- (a) *For the period from the Site Delivery Date up to and including the Airport Opening Date: Rupee One per annum.*
- (b) *For the period from the Airport Opening Date till the end of seven (7) years following the Airport Opening Date: three percent (3%) per annum of the total Site cost of Rupees One Hundred Seventy Five Crores (Rs 175,00,00,000) hereinafter referred to as the "Site Cost".*
- (c) *For the eighth year after the Airport Opening Date: six percent (6%) of the Site Cost.*
- (d) *For every year following the eighth (8th) year after the Airport Opening Date for the remainder of the Term: An amount equivalent to the Lease Rent of the preceding year plus three per cent (3%).*

Government Order No. RD 70 MuNoMu 2000, Bangalore dated January 01, 2003

PROCEEDINGS OF THE GOVERNMENT OF KARNATAKA

Sub: Exemption from Registration and Stamp Fee for the purpose of establishing new International Airport near Devanahalli – Reg.

Read: 1. Government Order No. CI 39 SPQ 95 dated 22.03.2000
 2. Unofficial Note No. IDD 12 DIA 2002 dated 03.05.2002 and 20.12.2002
 of Infrastructure Development Department

Preamble:

In the Order read at (1) above, the Department of Commerce and Industry has stated that the Karnataka State Industrial Investment and Development Corporation Limited (KSIIDC) and Airport Authority of India have entered into an agreement and have agreed to establish the new International Airport as a Joint venture participation and it is envisaged that both KSIIDC and Airport Authority of India together have equity shares of 26%. KSIIDC has taken action to invite expression of interest from competitive private companies to implement the said project as a Joint Venture. In this regard, the Department of Commerce and Industry has sought issue of a Notification under the Registration Act and Stamps Act exempting the entire land notified for this project from payment of the registration and stamps fees. In the said Government Order, the Department of Commerce and Industry has extended various infrastructural facilities, incentives and concessions to the proposed International Airport project.

In the Unofficial Note dated 3-5-2002 read at (2) above, the Principal Secretary to Government, Infrastructure Development Department has conveyed that the value (inclusive of the conversion fee, registration fee, stamp fee) of the Government land per acre is Rs. 2-00 lakhs. This project includes a total of 1834.36 acres of Government land and total value of this land is Rs. 36.70 Crores at the rate of Rs. 2-00 lakhs per acre.

Details of Rs. 42.59 Crores exemption of Registration and Stamps fee to be extended for the proposal of transfer of lands from Karnataka Industrial Area Development Board (KIADB) to the Karnataka State Industrial Investment and Development Corporation Limited (KSIIDC) and leasing out the said land on long term lease from Karnataka State Industrial Investment and Development Corporation Limited (KSIIDC) to Bangalore International Airport Ltd., (BIAL) are as follows:

		Rupees Crores	in
A.	Stamps and Registration Fee to be levied to Rs. 118.18 Crores at the rate of 15.5% on the private lands of 2481.30 acres	18.32	

21

B.	Stamps and Registration Fee to be levied on the 1834.36 acres of Government land at the rate of Rs. 2-00 lakhs per acre	5.69
C.	Long term lease of 4316.26 acres of land from KSIIDC to BIAL	18.58
	Total	42.59

The Infrastructure Development Department has conveyed in its Unofficial Note No. MuAaE 12 RaAV 2002 dated 20-12-2002 that the abbreviated form of KIADB and BIAL has to be mentioned in the full-expanded form i.e., "Karnataka Industrial Areas Development Board" and "Bangalore International Airport Limited". The Infrastructure Development Department has opined that action be taken to include a clause as the last sentence of the Order to the effect that a separate Notification in this connection be issued.

GOVERNMENT ORDER NO. RD 70 MuNoMu 2000, BANGALORE, DATED: 01.01.2003

In exercise of powers conferred under proviso to Section 9(1)(A) of the Karnataka Stamps Act, 1957 (Karnataka Act 34 of 1957) and under Section 78 of the Registration (Karnataka Amendment) Act, 1908, (Central Act XVI of 1908) the Government has given the following exemption/concession of Rs. 42.59 Crores being the Stamps fee and Registration fee for the proposal of transfer of lands from Karnataka Industrial Area Development Board (KIADB) to KSIIDC to establish new International Airport near Devanahalli and for the proposal of long term lease of the same land from KSIIDC to Bangalore International Airport Ltd., (BIAL).

		Rupees Crores	in
A.	Stamps and Registration Fee to be levied to Rs. 118.18 Crores at the rate of 15.5% on the private lands of 2481.30 acres	18.32	
B.	Stamps and Registration Fee to be levied on the 1834.36 acres of Government land at the rate of Rs. 2-00 lakhs per acre	5.69	
C.	Long term lease of 4316.26 acres of land from KSIIDC to BIAL	18.58	
	Total	42.59	

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This Order is issued with the concurrence of the Finance Department in its Unofficial Note No. FD 1346/Expenditure/7-2002 dated 2-11-2002.

By order and in the name of the
Governor of Karnataka

1.1 Sd/-

(C. Krishnamurthy)

1.1.2003

Under Secretary to Government

Revenue Department

(Registration and Stamps)

Handwritten signature and text in Kannada script, including the name 'C. Krishnamurthy' and the date '1.1.2003'. There is also a stamp-like mark at the bottom of the signature.

To:

The compiler, Karnataka Gazette, Bangalore with a request to publish in the next issue and to supply 100 copies of the same.

Copy to:

1. The Accountant General, Karnataka, Bangalore.
2. Additional Chief Secretary and Principal Secretary to Government, Commerce and Industries Department, Multistoried Building, Bangalore - 1.
3. Principal Secretary to Government, Finance Department, Vidhana Soudha, Bangalore - 1.
4. Principal Secretary to Government, Infrastructure Development Department, Bangalore - 1.
5. The Secretary to Government, Public Works Department, Multistoried Building, Bangalore - 1.
6. Inspector General of Registration and Commissioner of Stamps, Cauvery Bhavan, Bangalore - 9.
7. Deputy Secretary to Government, DPAR (Cabinet - 476/2002) Vidhana Soudha, Bangalore.
8. The Managing Director, Karnataka Industrial Area Development Board.
9. Private Secretary to Honourable Minister for Revenue, Vidhana Soudha, Bangalore.
10. Private Secretary to the Principal Secretary, Revenue Department.
11. Gazetted Personal Assistant to Secretary to Government, Revenue Department.
12. Section Guard File/Extra.

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SCHEDULE D-1

Government Order No. Kum E 70 MuNoMu 2000, Bangalore dated April 26, 2005

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ಸಂಖ್ಯೆ:ಕುಂಇ 70 ಮುನೋಮು 2000. ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಕಚೇರಿ, ಬಹುಮಹಡಿಗನ್ನಡಿ ರಸ್ತೆ, ಬೆಂಗಳೂರು, ದಿನಾಂಕ:26-04-2005

ಅಧಿಸೂಚನೆ

ಕರ್ನಾಟಕ ಅಧಿಕಾರ ಸಂಖ್ಯೆ:ಕುಂಇ 70 ಮುನೋಮು 2000, ದಿನಾಂಕ: 1-1-2003ರನ್ನು ಮೂಲ ನಿಯಮ ಅಭಿವೃದ್ಧಿ ಇಲಾಖೆ ರವರ ಅ.ಪ. ಸಂಖ್ಯೆ:ಮೂಅಇ-12 ರಾಅಇ/2002, ದಿನಾಂಕ:21-2-2005ರ ಅನ್ವಯ ಛಾಗರ: ಮಾರ್ಬಾಡಿಸಿ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಅಧಿನಿಯಮ 1957ರ (1957ರ ಕರ್ನಾಟಕ ಕಾಯ್ದೆ 34)ರ ಕಲಂ 9(1)(ಎ)ರ ಪ್ರಾವೀಣ್ಯದಲ್ಲಿ ಪ್ರದತ್ತವಾದ ಮತ್ತು ಕರ್ನಾಟಕ ನೋಂದಣಿ ಕಾಯ್ದೆ 1908ರ (ಕೇಂದ್ರೀಯ ಕಾಯ್ದೆ 1908) ರ XVI ರ ಕಲಂ 78ರಲ್ಲಿ ಪ್ರದತ್ತವಾದ ಅಧಿಕಾರವನ್ನು ಬಲಾಯಿಸಿ ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ದೇವನಹಳ್ಳಿ ಜಿಲ್ಲಾ ಲೆಕ್ಕಾ ಅಂಕರ ರಾಷ್ಟ್ರೀಯ ವಿಮಾನ ನಿಲ್ದಾಣ ಸ್ಥಾಪನಾ ಕರ್ನಾಟಕ ಕೈಗಾರಿಕಾ ಪ್ರದೇಶಾಭಿವೃದ್ಧಿ ಮಂಡಳಿ(ಕೆ.ಐ.ಎ.ಡಿ.ಬಿ.) ಯಿಂದ ಕೆ.ಎಸ್.ಬಿ.ಎ.ಡಿ.ಸಿ.ಗೆ ಜಮೀನು ವರ್ಗಾವಣೆ ಮತ್ತು ಕೆ.ಎಸ್.ಬಿ.ಎ.ಡಿ.ಸಿ.ಯಿಂದ ಲೆಂಗನೂರು ಅಂಕರ ರಾಷ್ಟ್ರೀಯ ವಿಮಾನ ನಿಲ್ದಾಣ ನಿಯಮಿತ(ಪಿಎಎಲ್)ನ ದೀರ್ಘಾವಧಿ ಗುತ್ತಿಗೆ ನೀಡುವ ಪ್ರಸ್ತಾವನೆಗೆ ಮುದ್ರಾಂಕ ಮತ್ತು ಮುಖ್ಯ ನೋಂದಣಿ ಮತ್ತು ಒಟ್ಟು ರೂ. 25.33 ಕೋಟಿ ರೂ.ಗಳಿಗೆ 1-4-2003ರಿಂದ ಹಿಂದೆ ಬರುವಂತೆ ಶೇ 100 ರಷ್ಟು ವಿಸಾಯಿಕೆ ನೀಡಿ ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ:ಕುಂಇ 70 ಮುನೋಮು 2000 ದಿನಾಂಕ:15-04-2005ರನ್ನು ಹೊರಡಿಸಲಾಗಿದೆ.

ಸದರಿ ಅಧಿಸೂಚನೆ ದಿನಾಂಕ:15-04-2005ರನ್ನು ಮೂಲ ನಿಯಮ ಅಭಿವೃದ್ಧಿ ಇಲಾಖೆ ರವರ ಅನಧಿಕೃತ ಟಿಪ್ಪಣಿ ಸಂ:ಮೂಅಇ 12 ರಾಅಇ 2002ದಿನಾಂಕ 26-04-2005ರ ಅನ್ವಯ ಛಾಗರ: ಮಾರ್ಬಾಡಿಸಿ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಅಧಿನಿಯಮ 1957ರ (1957ರ ಕರ್ನಾಟಕ ಕಾಯ್ದೆ 34)ರ ಕಲಂ 9(1)(ಎ)ರ ಪ್ರಾವೀಣ್ಯದಲ್ಲಿ ಪ್ರದತ್ತವಾದ ಮತ್ತು ಕರ್ನಾಟಕ ನೋಂದಣಿ ಕಾಯ್ದೆ 1908ರ (ಕೇಂದ್ರೀಯ ಕಾಯ್ದೆ 1908) ರ XVI ರ ಕಲಂ 78ರಲ್ಲಿ ಪ್ರದತ್ತವಾದ ಅಧಿಕಾರವನ್ನು ಬಲಾಯಿಸಿ ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ದೇವನಹಳ್ಳಿ ಜಿಲ್ಲಾ ಲೆಕ್ಕಾ ಅಂಕರ ರಾಷ್ಟ್ರೀಯ ವಿಮಾನ ನಿಲ್ದಾಣ ಸ್ಥಾಪನಾ ಕರ್ನಾಟಕ ಕೈಗಾರಿಕಾ ಪ್ರದೇಶಾಭಿವೃದ್ಧಿ ಮಂಡಳಿ(ಕೆ.ಐ.ಎ.ಡಿ.ಬಿ.) ಯಿಂದ ಕೆ.ಎಸ್.ಬಿ.ಎ.ಡಿ.ಸಿ.ಗೆ ಜಮೀನು ವರ್ಗಾವಣೆ ಮತ್ತು ಕೆ.ಎಸ್.ಬಿ.ಎ.ಡಿ.ಸಿ.ಯಿಂದ ಲೆಂಗನೂರು ಅಂಕರ ರಾಷ್ಟ್ರೀಯ ವಿಮಾನ ನಿಲ್ದಾಣ ನಿಯಮಿತ(ಪಿಎಎಲ್)ನ ದೀರ್ಘಾವಧಿ ಗುತ್ತಿಗೆ ನೀಡುವ ಪ್ರಸ್ತಾವನೆಗೆ ಮುದ್ರಾಂಕ ಮತ್ತು ಮುಖ್ಯ ನೋಂದಣಿ ಮತ್ತು ಒಟ್ಟು ರೂ. 25.33 ಕೋಟಿ ರೂ.ಗಳಿಗೆ 1-4-2003ರಿಂದ ಹಿಂದೆ ಬರುವಂತೆ ಶೇ 100 ರಷ್ಟು ವಿಸಾಯಿಕೆ ನೀಡಿ ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ:ಕುಂಇ 70 ಮುನೋಮು 2000 ದಿನಾಂಕ:15-04-2005ರನ್ನು ಹೊರಡಿಸಲಾಗಿದೆ.

ಬೆಂಗಳೂರು ಅಂತರ ರಾಷ್ಟ್ರೀಯ ವಿಮಾನ ನಿಲ್ದಾಣ ನಿಯಮಿತ(ಬಿಎಲ್‌ಐಎಲ್)ಗೆ 30 ವರ್ಷಗಳ ಅವಧಿಗೆ ಗುತ್ತಿಗೆ ನೀಡುವ ಕಡ್ಡಗೆ 1-04-2003ರಂದು ಬರೆಯಲ್ಪಟ್ಟ ಈ ಕೆಳಕಂಡಂತೆ ಶೇ 100 ರಷ್ಟು ವಿಸ್ತಾರವಿರುವ ನಿಲದಿ ಅಧೀನವಿದೆ.

ಅ) ಕೆ.ಎ.ಎ.ಡಿ.ಬಿ ಯಿಂದ ರೂ. ಕೋಟಿಗಳಲ್ಲಿ
ಕೆ.ಎಸ್.ಎ.ಡಿ.ಸಿ.ಗೆ
ಕ್ರಯ ಪತ್ರದ ಮೂಲಕ ಮುದ್ರಾಂಕ ಶುಲ್ಕ ಮೊಂದಿಗೆ ಶುಲ್ಕ
ಪರ್ಗಾಯಿಸಿದ ಒಮ್ಮೀಸು (ಶೇ 9.04 % ರಂತೆ) (ಶೇ 1 ರಂತೆ)

2469 ಎಕರೆ 1.5
ಗುಂಟೆ ಬಾಕಿಗಾಗಿ ಒಮ್ಮೀಸು
ಮೌಲ್ಯ ರೂ.115.103
ಕೋಟಿಗಳಿಗೆ ತಗಲುವ
ಮುದ್ರಾಂಕ ಶುಲ್ಕ ಮತ್ತು
ಮೊಂದಿಗೆ ಶುಲ್ಕ 10.40 1.15

ಆ) ಅರಬ್ಬಿ ಇಲಾಖೆಯಿಂದ
ಕೆ.ಎಸ್.ಎ.ಡಿ.ಸಿ.ಗೆ ಬಾಡ್ಡು
ಗುತ್ತಿಗೆ ಮೂಲಕ ನೀಡಲಾಗಿರುವ

1394 ಎಕರೆ 20
ಗುಂಟೆ ಸರ್ಕಾರಿ
ಒಮ್ಮೀಸು ಮೌಲ್ಯ ರೂ.
27.884 ಕೋಟಿಗಳಿಗೆ
ತಗಲುವ ಮುದ್ರಾಂಕ ಶುಲ್ಕ
ಮತ್ತು ಮೊಂದಿಗೆ ಶುಲ್ಕ 02.52 0.27

ಇ) ಕೆ.ಎಸ್.ಎ.ಡಿ.ಸಿ
ಯಿಂದ ಬಿ.ಪಿ.ಎ.ಎಲ್.
ಗೆ 30 ವರ್ಷಗಳ ಅವಧಿಗೆ
ಗುತ್ತಿಗೆ ಮೂಲಕ ಪಡೆಯಲಾಗುವ 9.43 1.17
3884.25 ಎಕರೆ (ಶೇ 8ರಂತೆ) (ಶೇ 1ರಂತೆ)
ಒಮ್ಮೀಸು ಮೌಲ್ಯ ಮತ್ತು
117.899 ಕೋಟಿಗಳಿಗೆ

ಮುದ್ರಾಂಶ ಶುಲ್ಕ ಮತ್ತು
ನೋಂದಣಿ ಶುಲ್ಕ

.....ನೇ ಪುಸ್ತಕದ 729/68-06 ನೇ
ದಸ್ತಾವೇಜು.....ನೇ ಪುಸ್ತಕ

ಒಟ್ಟು 22.35

2.59

ಒಟ್ಟು 24.94 ಕೋಟಿಗಳು (ಇವುಗಳಲ್ಲಿ ಕೋಟಿ ಕೂಂಭಕೃತನು ಒಟ್ಟು 22.35)

ಈ ಅಧಿಗ್ರಹಣೆಯನ್ನು ಆರ್ಥಿಕ ಇಲಾಖೆಯ ಅನುಮೋದನೆ ಮತ್ತು
ಸಂಖ್ಯೆ:ಆ.ಇ. 347/ಪಚ್ಚ-7/05, ದಿನಾಂಕ:12-4-2005ರಲ್ಲಿ ನೀಡಿರುವ
ಸಹಮತಿಯೊಂದಿಗೆ ಹೊರಡಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯಸಾಲದ ಅಧ್ಯಕ್ಷರು ಮತ್ತು
ಅವರ ಹೆಸರಿನಲ್ಲಿ.

ಬಿ. ಎನ್. ಕ್ರೀಮುಣಿ

(ಡಿ.ಎನ್. ಕ್ರೀಮುಣಿ)

ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ,

ಕಂದಾಯ ಇಲಾಖೆ,

(ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಶ)

ಗೆ,

ಪಾಲಕನವರು, ಕರ್ನಾಟಕ ರಾಜ್ಯ ಪತ್ರ, ಬೆಂಗಳೂರು ಇವರಿಗೆ ಮುಂದಿನ
ಸಂಚಿಕೆಯಲ್ಲಿ ಪ್ರಕಟಿಸಲು ಹಾಗೂ 100 ಪ್ರತಿಗಳನ್ನು ಒದಗಿಸಲು ಕೋರಿದೆ.

ಪ್ರತಿ:-

1. ಮಹಾಲೇಖಪಾಲರು, ಕರ್ನಾಟಕ, ಬೆಂಗಳೂರು.
2. ಸರ್ಕಾರದ ಅಪರ ಮುಖ್ಯ ಕಾರ್ಯದರ್ಶಿ, ಮತ್ತು ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ,
ನಾಗರಿಕ ಮತ್ತು ಕೈಗಾರಿಕಾ ಇಲಾಖೆ, ಬಹುಮತದಿಗ್ಗಳ ಕಟ್ಟಡ,
ಬೆಂಗಳೂರು-560 001.
3. ಸರ್ಕಾರದ ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ, ಆರ್ಥಿಕ ಇಲಾಖೆ, ವಿಭಾಗ ಸೌಧ,
ಬೆಂಗಳೂರು.
4. ಸರ್ಕಾರದ ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ, ಮೂಲಭೂತ ಸೌಕರ್ಯಗಳ ಅಭಿವೃದ್ಧಿ
ಇಲಾಖೆ,
5. ಸರ್ಕಾರದ ಕಾರ್ಯದರ್ಶಿ, ಯೋಜನಾಪಯೋಗಿ ಇಲಾಖೆ,

- 6. ವಸಾಹತುಗಳ ಬಾಡಿಗೆಯನ್ನು ಕೂಡಿಸಿ ಮತ್ತು ಮುದ್ರಾಂಕಗಳ ಅಂಚಿನಲ್ಲಿ, ಉಪಯುಕ್ತ ಭವನ, ಬೆಂಗಳೂರು-560 009.
- 7. ವ್ಯವಸ್ಥಾಪಕ ನಿರ್ದೇಶಕರು, ಕೃಷಿಶಾಸ್ತ್ರ ಪದವಿಪೂರ್ವಕ ಕಾಲೇಜು, ಬೆಂಗಳೂರು.
- 8. ಮಾನ್ಯ ಕಂದಾಯ ಇಲಾಖೆ ಮತ್ತು ಕಾರ್ಯದರ್ಶಿಗಳು, ವಿಧಾನ ಸಭೆ, ಬೆಂಗಳೂರು.
- 9. ಸರ್ಕಾರದ ಕಾರ್ಯದರ್ಶಿ, ಕಂದಾಯ ಇಲಾಖೆ ಇವರ ಪತ್ರಾಂಕಿತ ಅಪ್ಪ ಸಹಾಯಕರು.
- 10. ಸರ್ಕಾರದ ಅಪರ ಕಾರ್ಯದರ್ಶಿ, ಕಂದಾಯ ಇಲಾಖೆ ಇವರ ಅಪ್ಪ ಸಹಾಯಕರು.
- 11. ಸರ್ಕಾರದ ಅಧಿಕಾರ ಕಾರ್ಯದರ್ಶಿ, ಮೂಲ ನೌಕರ ಅಭಿವೃದ್ಧಿ ಇಲಾಖೆ, ಬೆಂಗಳೂರು.
- 12. ವ್ಯವಸ್ಥಾಪಕ ನಿರ್ದೇಶಕರು, ಕೆ.ಎಸ್.ಐ.ವಿ.ಡಿ.ಸಿ. ಬೆಂಗಳೂರು.
- 13. ಉಪಾ ರಕ್ಷಕರು : ಹೆಚ್ಚುವರಿ ವೃತ್ತಿಗಳು.

.....ನೀ ಪುಸ್ತಕದ 729/05-06
ದಸ್ತಾವೇಜು 48

SCHEDULE-E

PART-I: Additional Land abutting southern boundary to accommodate second runway

All those pieces and parcels of land measuring 109 acres 32 Guntas comprised in the villages Beguru, Chikkanahalli and Mylanahalli of Bangalore North Taluk (Additional), Bangalore District of Karnataka State as per details below:

SL.NO	SURVEY NO	EXTENT	
		ACRES	GUNTAS
VILLAGE	BEGURU		
1	84	02	26
2	85	01	14
3	86	01	00
4	100/1	00	17
5	101/1	00	05
6	101/2	01	03
7	99	01	36
8	98/1	04	02
9	98/2	03	10
10.	97/2	02	15
11.	97/1	03	15
12	96/1	03	12
13	96/2	03	09
14	89/3	00	30
15	89/2	01	13
16	89/1	01	37
17	90/2	00	36
18	90/1	00	19
19	94	00	23
20	95/1	00	15
21	95/2	00	16
	TOTAL	34	33

.....ನೇ ಪುಸ್ತಕದ 729109
 ಬಸ್ತು ವೇದಿ..... 48

SLNO	SURVEY NO	EXTENT	
		ACRES	GUNTAS
VILLAGE	CHIKKANAHALLI		
1	32	06	00
2	33	01	11
3	31/1	01	26
4	31/2	00	21
5	31/3	00	25
6	31/4	00	02
7	31/5	00	04
8	30/1	01	03
9	30/2	01	15
10	29/1	02	12
11	29/2	01	26
12	28/1	02	03
13	28/2	01	01
14	28/3	00	23
15	28/4	01	01
16	27/1	01	25
17	27/2	02	04
18	26/1	01	07
19	26/2	01	12
20	26/3	00	01
21	44/1	01	35
22	44/2	01	18
23	43/1	01	19
24	43/4	00	05
25	43/5	00	04
26	43/6	00	05
27	42/4	01	02
28	42/3	01	15
29	42/2	01	32
30	42/1	01	37
31	41/3	00	21
32	41/2	00	19
33	41/1	04	27
34	40/2	03	33
35	40/1	00	23
	TOTAL	48	37

SL.NO	SURVEY NO	EXTENT	
		ACRES	GUNTAS
VILLAGE	MYLANAHALLI		
1	110/1B	00	07
2	110/2	00	28
3	110/3	00	28
4	3	03	17
5	2	03	24
6	4	01	25
7	1	00	15
8	5	02	04
9	6/1A	01	08
10	6/1B	00	25
11	6/2	01	30
12	12	01	13
13	13	01	23
14	14	04	29
15	18	00	20
16	19	01	01
17	116	00	25
	TOTAL	26	02

729/05
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ABSTRACT OF LANDS UNDER PART-I

Beguru	34-33
Chikkanahalli	48-37
Mylanahalli	26-02

TOTAL	109-32

PART-II: Additional Land for the main access road from the termination of Trumpet Interchange to the airport site boundary.

All those pieces and parcels of land measuring 23 acres 24 Guntas comprised in the villages Aklenamallenahalli and Yarthiganahalli of Devanahalli Taluk, Bangalore Rural District of Karnataka State as per details below:

SL.NO	SURVEY NO	EXTENT	
		ACRES	GUNTAS
VILLAGE	AKLENAMALLENAHALLI		
1	37	12	26
	TOTAL	12	26

SL.NO	SURVEY NO	EXTENT	
		ACRES	GUNTAS
VILLAGE	YARTHIGANAHALLI		
1	78	01	27
2	55	04	01
3	69	00	01
4	10/4	00	26
5	10/3	01	21
6	3	00	01
7	4/1	00	01
8	4/4	00	25
9	9	00	10
10	8/1	00	23
11	6	00	15
12	17	01	03
13	16	00	04
	TOTAL	10	38

Handwritten notes in Kannada script, including a signature and the number 50.

ABSTRACT OF LANDS UNDER PART-II

Aklenamallenahalli	12-26
Yarthigenahalli	10-38
TOTAL	23-24

Handwritten signature or initials.