



सत्यमेव जयते

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MEMORANDUM OF UNDERSTANDING (MoU)

Between

Government of India (Ministry of Civil Aviation)

And

Adani Mangaluru International Airport Limited

**(This MoU forms an integral part and parcel of
Concession Agreement dated 14.02.2020)**

Statutory Alert:

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SCHEDULE R

MEMORANDUM OF UNDERSTANDING

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

THIS MEMORANDUM OF UNDERSTANDING (“MoU”) is made at New Delhi on this 21st day of October, 2020;

By and between:

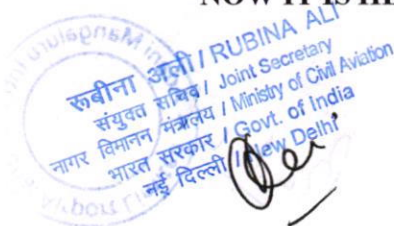
1. **THE PRESIDENT OF INDIA**, acting through the Secretary, Ministry of Civil Aviation of Government of India or someone designated in this behalf by Government of India (hereinafter referred to as “**GOI**” which expression shall be deemed to include his successors and assigns); and
2. **ADANI MANGALURU INTERNATIONAL AIRPORT LIMITED**, a company incorporated under the provisions of the Companies Act, 2013, having corporate identity number U63030GJ2019PLC110062 and its registered office 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, permitted assigns and substitutes).

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

WHEREAS:

- A. The Airports Authority of India (“**Authority**”) has entered into a concession agreement dated 14.02.2020 with the Concessionaire (“**Concession Agreement**”) for the Airport at Mangaluru in the State of Karnataka, in accordance with the terms and conditions as set forth in the Concession Agreement;
- B. GOI acknowledges that implementation of the Project requires continued support and grant of certain rights by the GOI to the Concessionaire in accordance with the Applicable Laws and also as hereinafter set forth, and is an essential pre-requisite for mobilisation of resources for the Project.
- C. In order to ensure the smooth functioning and viability of the Project, the GOI is agreeable to provide certain support to the Concessionaire as stated herein.

NOW IT IS HEREBY AGREED AS FOLLOWS:



1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

“Animal Quarantine Services” shall mean the quarantine services (forming part of the Reserved Services) as set out in Annex 1 attached hereto;

“Animal Quarantine Services Representative” shall mean the authorized representative of the department/agency providing Animal Quarantine Services, nominated by GOI, from time to time, on the Joint Co-ordination Committee;

“Applicable Permits” shall mean all clearances, license, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained from the GOI or any department/agency of the GOI and/or thereafter maintained under Applicable Laws in connection with the Project during the subsistence of this MoU;

“Arbitral Tribunal” has the meaning ascribed to the term in Clause 6.3.3 hereunder;

“Authority” has the meaning ascribed to the term in Recital A;

“Authority Representative” shall mean the authorized representative of the Authority;

“Concession Agreement” has the meaning ascribed to it in Recital A above;

“Concessionaire” has the meaning ascribed to the term in the array of Parties or any other party as may be accepted by the Authority as the Concessionaire for the Project;

“Concessionaire Representative” shall mean the representative(s), holding the rank of at least director, nominated by the Concessionaire, from time to time, on the Joint Coordination Committee;

“Customs Control” shall mean customs related services as set out in Annex 3 attached hereto;

“Customs Control Representative” shall mean the authorized representative of the department/agency providing the Custom Control Services, nominated by GOI, from time to time, on the Joint Co-ordination Committee;

“DGCA” shall mean the Directorate General of Civil Aviation or any substitute thereof;



“**Effective Date**” shall mean the date of signing of this MOU by the last Party herein and such date shall not be later than the COD as provided in the Concession Agreement;
“**GOI**” has the meaning ascribed to the term in the array of Parties;

“**GOI Support**” has the meaning ascribed to the term in Clause 2 of this MoU;

“**Health Services**” shall mean the mandatory health services (forming part of the Reserved Services) as set out in Annex 4 attached hereto;

“**Health Services Representative**” shall mean the authorized representative of the department/agency providing the Health Services, nominated by GOI, from time to time, on the Joint Co-ordination Committee;

“**Immigration Services**” shall mean the immigration services (forming part of the Reserved Services), as per the Applicable Law as set out in Annex 5 attached hereto;

“**Immigration Services Representative**” shall mean the authorized representative of the department/agency providing the Immigration Services, nominated by GOI, from time to time, on the Joint Co-ordination Committee;

“**Joint Co-ordination Committee**” has the meaning ascribed to the term in Clause 3.1.1 hereunder;

“**Meteorological Services**” shall mean the meteorological services (forming part of the Reserved Services), as set out in Annex 6 attached hereto;

“**Meteorological Services Representative**” shall mean the authorized representative of the department/agency providing the Meteorological Services, nominated by GOI, from time to time, on the Joint Co-ordination Committee;

“**MoCA**” has the meaning ascribed to the term in Clause 2.6 hereunder;

“**MoU**” or “**this MoU**” shall mean this Memorandum of Understanding;

“**Plant Quarantine Services**” shall mean the quarantine services (forming part of the Reserved Services), as set out in Annex 7 attached hereto;

“**Plant Quarantine Services Representative**” shall mean the authorized representative of the department/agency providing the Plant Quarantine Services, nominated by GOI, from time to time, on the Joint Co-ordination Committee;

“**Project**” has the meaning ascribed to the term in the Concession Agreement;

“**Reserved Services**” has the meaning ascribed to the term in Clause 2.3;

“**Security Services**” shall mean the security services (forming part of the Reserved Services), as set out in Annex 8 attached hereto;

रुबीना अली / RUBINA ALI
संयुक्त सचिव / Joint Secretary
विमानन मंत्रालय / Ministry of Civil Aviation
भारत सरकार / Govt. of India
नई दिल्ली / New Delhi



“Security Services Representative” shall mean the authorized representative of the department/agency providing the Security Services, nominated by the GOI, from time to time, on the Joint Co-ordination Committee;

“Shared Till Approval” has the meaning ascribed to the term in Clause 2.2.1 hereunder; and

“Term” has the meaning as ascribed to the term in Clause 4.

1.2 Rules of Interpretation

1.2.1 The words and expressions beginning with capital letters and defined in this MoU has the meaning ascribed thereto herein, and the words and expressions used in this MoU and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this MoU.

1.2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this MoU.

2. GOI SUPPORT

With effect from the Effective Date, GOI hereby undertakes to provide the following support in relation to the Project (“GOI Support”):

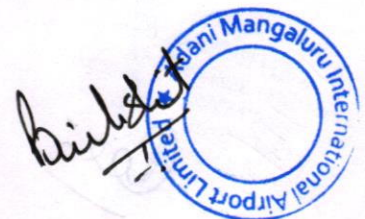
2.1 Applicable Permits

2.1.1 GOI shall, upon written request from the Concessionaire and subject to the Concessionaire complying with Applicable Laws, endeavour to grant to the Concessionaire such Applicable Permits as are required for or in connection with the Project within the relevant statutory period (if any). The Parties agree that where no statutory period is prescribed, GOI shall use all reasonable efforts to grant such Applicable Permits as are required for in connection with the Project within 45 (forty five) days from the date of receipt of such written request from the Concessionaire, subject to the Concessionaire fulfilling all the criteria specified for the purpose of obtaining the Applicable Permits.

2.1.2 The Concessionaire hereby undertakes that in order to expedite the grant of Applicable Permits, it will, in a diligent and timely manner:

- (a) prepare and file applications, which are in full compliance with the Applicable Law, with the concerned authorities;
- (b) follow-up the aforesaid applications with the concerned authorities; and

रुबीना अली / RUBINA ALI
संयुक्त सचिव / Joint Secretary
भारतीय विमान विभाग / Ministry of Civil Aviation
नया दिल्ली / New Delhi



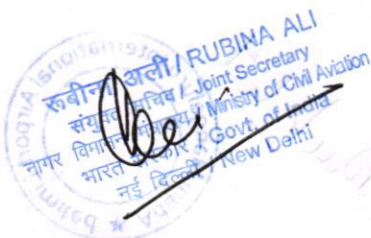
- (c) respond in a timely manner to all requests for further information and clarifications.

2.2 Principles for Determination and Revision of Fees

- 2.2.1 The GOI has, through the National Civil Aviation Policy dated June 15, 2016 approved the 30% (thirty percent) shared-till framework for the determination and regulation of the Aeronautical Charges for all Airports in India (“**Shared-Till Approval**”), and the same shall be accordingly considered by AERA, for the purposes of the determination of the Fees/ Aeronautical Charges pursuant to the provisions of this Agreement.
- 2.2.2 The Aeronautical Charges shall be regulated and set/ re-set, in accordance with the Shared-Till Approval, the terms of the Concession Agreement and the Applicable Laws.
- 2.2.3 Any payments made by the Concessionaire to any Government Instrumentality for providing sovereign services such as customs, immigration, Plant Quarantine Services, Animal Quarantine Services, Meteorological Service, Health Services and Security Services within the Airport shall be considered as pass through for the purpose of the determination of the Aeronautical Charges.
- 2.2.5 Notwithstanding anything contrary contained elsewhere, the Concessionaire shall be entitled to levy, collect and appropriate the Aeronautical Charges with effect from the COD as per Clause 15.1.1 of the Concession Agreement from the Users of the Airport, at the rates of the tariff approved by AERA.

2.3 Reserved Services

- 2.3.1 The GOI shall, throughout the Term, provide, or cause to be provided, at the Airport, the following services (“**Reserved Services**”):
- (a) Customs Control;
 - (b) Immigration Services;
 - (c) Plant Quarantine Services;
 - (d) Animal Quarantine Services;
 - (e) Health Services;
 - (f) Meteorological Services; and
 - (g) Security Services.
- 2.3.2 The Concessionaire shall at all times ensure to provide the Designated GOI Agencies with (a) such access and facilities at the Airport, and (b) the space requirements, as may be required by any or all of them to perform the Reserved Services at the Airport.



2.3.3 The Concessionaire shall not be entitled to reduce the space and facilities provided to any Designated GOI Agency at the Airport without the consent of that Designated GOI Agency.

2.3.4 In the event of any expansion, modernisation or redevelopment at the Airport which involves the movement or reconfiguration of any space or facilities used by any Designated GOI Agency for the purposes of providing the Reserved Services or otherwise, the Concessionaire shall duly inform the Designated GOI Agency and the Concessionaire and that Designated GOI Agency shall discuss and agree on any change to the space requirements of that Designated GOI Agency that may be required as a result of such expansion, modernisation or redevelopment at the Airport.

2.3.5 The GOI hereby undertakes to procure the execution of memorandum of understanding between the Concessionaire and each Designated GOI Agency providing the Reserved Services, setting out the terms and conditions on which the Reserved Services shall be provided by the concerned Designated GOI Agency.

2.4 Memorandum of Understanding with GOI Agencies

The GOI hereby undertakes to procure the execution of the memorandum of understanding between the Concessionaire and each GOI agency/department, providing the Reserved Services hereunder, setting out the terms and conditions on which the Reserved Services shall be provided by the relevant GOI agencies/departments.

2.5 Bilateral Air Services Agreement

Without impinging on or in any way restricting the sovereign rights of the GOI, GOI shall, accept and review requests from international airlines for flying rights and seat entitlements for providing scheduled airline services at the Airport. GOI/ Designated GOI Authority shall endeavour to enter into, amend or renew all existing air services agreements with such countries based on the requests from airlines for providing services at the Airport. GOI shall not make any exclusion in the bilateral air services agreements with regards to the Airport. To encourage international carriers to start operations at the Airport, their additional frequency at the Airport shall not to be counted in the bilateral air services agreements. GOI shall endeavor not to revoke or terminate any existing air services agreements affecting the Airport. GOI shall be entitled to revoke or terminate any air services agreement for reason of the failure of another state or its designated carrier(s) to comply with their obligations under, or as a result of a breach by or default of the other party to, such air services agreement.

2.6 Customs, Immigration and Quarantine

The GOI shall establish or maintain (as applicable), at its own cost, the customs, immigration and quarantine procedures at the Airport, in such a manner that the Key Performance Indicators of the Concessionaire are not affected for any direct cause attributable to the GOI in respect of any or all of such services. The Parties intention is to use reasonable endeavours to agree on the appropriate service level standards in



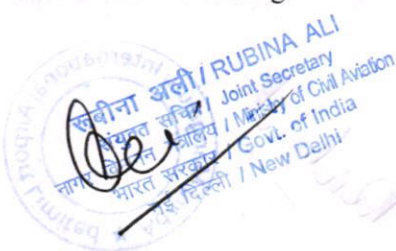
respect of customs and immigration procedures and quarantine services to be ensured by GOI pursuant to this MoU and the Ministry of Civil Aviation, GOI ("MoCA") will use its efforts to assist accordingly as and when so requested by the Concessionaire in such regard.

2.7 Security

- 2.7.1 The GOI confirms that unless otherwise agreed under this MoU, it shall through the Designated GOI Agency, provide all aviation security at the Airport in accordance with the provisions of the Applicable Laws. Provided that, the GOI and the Concessionaire may, following mutual discussions and if permitted pursuant to the Applicable Laws and if it is considered appropriate, enter into arrangements to jointly provide aviation security services at the Airport. The Parties recognise that the fee levied for security per departing passenger be consistent with such fee at all international airports in India with similar size and sensitivity classification and such fee may be revised uniformly for all international airports.
- 2.7.2 Without prejudice to the other provisions of this MoU, the Concessionaire shall comply with such rules and regulations established by BCAS and any other Designated GOI Agency in connection with the security of the Airport. *Provided that* the Concessionaire shall not be so obliged if such rules and regulations are not generally and consistently applied to airports having the same or similar sensitivity classification.
- 2.7.3 The Concessionaire shall be responsible for providing and maintaining all such security equipment as required by BCAS and any other Designated GOI Agency from time to time for the provisioning of the security at the Airport, *provided that* the same obligations are imposed on all international airports in India with similar size and sensitivity classification.
- 2.7.4 The procedures to be adopted for the security of the Airport building, passengers, persons working at the Airport and other visitors to the Airport and aircraft, freight and other property at the Airport, shall be as prescribed by BCAS and any other Designated GOI Agency. The Concessionaire shall be obliged to comply with all such procedures and directions as issued by BCAS and any other Designated GOI Agency from time to time, *provided that* such procedures and directions are consistently applied to airports having the same or similar sensitivity classification.
- 2.7.5 The Concessionaire shall co-operate fully with the officers of the designated security agencies and other security agencies at all times.

2.8 Meteorological Service

- 2.8.1 The GOI confirms that it shall, through Indian Meteorological Department or through any other Designated GOI Agency, cause to provide Meteorological Services at the Airport in accordance with the practices established or recommended from time to time pursuant to the Chicago Convention on Meteorological Service for International Air Navigation.



2.8.2 The functions provided by the Indian Meteorological Department or through any other Designated GOI Agency and the access and space provided by Concessionaire under this Clause 2.8 shall be provided as per Good Industry Practices.

2.9 Non-Discrimination

Subject to the Applicable Laws and international treaty obligations as in force from time to time, the GOI shall follow a policy of non-discrimination with regard to the classes or descriptions of air traffic that are permitted to use the Airport and subject to reasonable regulations, shall endeavour to not impose any unfair limitations on aircraft movements at the Airport or otherwise restrict the capacity at the Airport.

3. JOINT CO-ORDINATION COMMITTEE

3.1 Constitution of Joint Co-ordination Committee

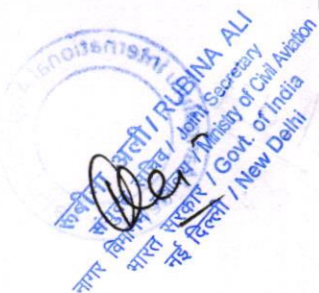
3.1.1 In order to ensure smooth and efficient rendering of the Reserved Services, the Parties hereby undertake and agree to set up a joint co-ordination committee ("**Joint Co-ordination Committee**") consisting of the:

- (a) Authority Representative;
- (b) MoCA's representative;
- (c) Customs Control Representative;
- (d) Immigration Services Representative;
- (e) Meteorological Services Representative;
- (f) Security Services Representative;
- (g) Plant Quarantine Services Representative;
- (h) Animal Quarantine Services Representative;
- (i) Health Services Representative; and
- (j) Concessionaire's representative.

3.1.2 The MoCA, GOI, shall constitute this committee and head the meetings, with mandate to resolve issues related to provision of Reserved Services.

3.2 Meetings and Support

3.2.1 The Joint Co-ordination Committee shall be chaired by the Secretary, MoCA, and shall, unless otherwise agreed by the Parties to hold the meeting at a later date, meet at least



once every quarter at the Airport, starting in the first instance within 30 (thirty) day(s) of the Effective Date.

3.2.2 GOI hereby undertakes to provide assistance to the Concessionaire in liaising with the relevant agencies, authorities, departments, inspectorates, ministries under the control and direction of GOI, in respect of the operations, management and development of the Airport.

4. TERM AND TERMINATION

4.1 Term

4.1.1 This MoU shall be effective from the Effective Date.

4.1.2 This MoU shall terminate automatically with the determination and/or early termination, for whatsoever reason, of the Concession Agreement ("**Term**").

4.2 Termination

4.2.1 This MoU shall terminate with immediate effect and shall not become effective, if the COD is not achieved by the Concessionaire as per the terms of the Concession Agreement.

4.2.2 The rights and benefits granted to the Concessionaire pursuant to this MoU shall stand transferred to, and shall enure to the benefit of, any successor and permitted assignee of the Concessionaire or any other Person (including the Authority or any successor of the Authority), that may operate the Airport at any time, in accordance with the terms of the Concession Agreement.

5. REPRESENTATIONS AND WARRANTIES

5.1 By the Concessionaire

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

5.2 By GOI

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



Handwritten signature of the representative of Adani Mangaluru International Airport.

6. GOVERNING LAW AND DISPUTE RESOLUTION

6.1 Governing Law

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

6.2 Jurisdiction

Subject to the provisions of Clause 6.3 below, the courts of New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this MoU.

6.3 Dispute Resolution

6.3.1 The Parties agree that they shall attempt to resolve, through good faith consultation, disputes arising in connection with this MoU, and such consultation shall begin promptly after a Party has delivered to the other Party a written request for such consultation. Provided that if such good faith consultations have not resulted in a resolution of the dispute within 60 (sixty) days of such consultations having commenced, the provisions of Clause 6.3.2 shall apply.

6.3.2 Subject to the provisions of the AERA Act, any dispute, which could not be settled by the Parties through amicable settlement (as provided for under Clause 6.3.1 hereinabove), shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time.

6.3.3 The disputes shall be referred to a tribunal comprising of 3 (three) arbitrators. Each Party to the arbitration shall appoint 1 (one) arbitrator, and the 2 (two) arbitrators thus appointed shall choose the third arbitrator, who will act as a presiding arbitrator of the tribunal (together forming the "Arbitral Tribunal"). The arbitration proceedings shall be conducted in accordance with the Rules.

6.3.4 Such arbitration shall, unless otherwise agreeable to the Parties, be held at New Delhi, India. All proceedings of such arbitration shall be in the English language.

6.3.5 The decision(s) of the Arbitral Tribunal shall be final and binding on the Parties.

7. MISCELLANEOUS

7.1 Notice

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

Dr. RUBINA ALI
Joint Secretary
Ministry of Civil Aviation
Govt. of India
New Delhi



Adani Manesar International Airport Limited

GOI:

Secretary, Ministry of Civil Aviation, Government of India/ or person designated in this behalf by Government of India

E-mail: secy.moca@nic.in

Fax No.: 011-24602397

Authority:

Address: Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi - 110003

Attention: Chairman

E-mail: chairman@aai.aero

Fax No.: 011-24641088

Concessionaire:

Address: Mangaluru International Airport, Bajpe Main Rd, Kenjar HC, Mangaluru – 574142, Karnataka, India

Attention: Chief Airport Officer, Adani Mangaluru International Airport Limited

E-mail: cao.mangaluruairport@adani.com

Fax No. 0824 2254175

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

- 7.1.2 Any such notice shall be in the English language and shall be considered to have been given at the time when actually delivered, if delivered by hand, or upon the next working day following sending by facsimile or in any other event within 3 (three) days after it was mailed in the manner hereinbefore provided.

7.2 Severability

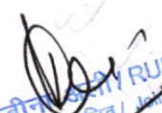
In the event that any, or any part of the terms, conditions or provisions contained in this MoU shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such terms, conditions or provisions shall, to that extent be severed from the remaining terms, conditions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

7.3 Entire Agreement

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

7.4 Amendment

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


RUBINA ALI
Joint Secretary
Ministry of Civil Aviation
Government of India
New Delhi



K. S. K. K.
Adani Mangaluru International Airport Limited


7.5 Assignment

Notwithstanding any change in the Applicable Law after the Effective Date hereof, which might otherwise permit the assignment of this MoU, no Party may assign this MoU or any right or obligation arising under or pursuant to it or any benefit or interest herein. Provided however that notwithstanding the foregoing, the GOI hereby expressly agrees to transfer and novate this MoU in favour of a substitute entity selected pursuant to the terms of the Substitution Agreement or any other entity accepted by the Authority as the Concessionaire in relation to the Project.

7.6 No Waiver

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


Rubina Ali
RUBINA ALI / Joint Secretary
विमानन सहायक / Joint Secretary
भारत सरकार / Ministry of Civil Aviation
नई दिल्ली / New Delhi


Rubina Ali

Annex 1

Animal Quarantine Services

A. Before Arrival:

- (i) On receipt of an application for import of the animal, all the sheds and feed stoves are thoroughly cleaned, disinfected with suitable disinfectants and also fumigated;
- (ii) All animals are transported on a suitable animal carrier, as per the standards and requirements for different species of animals;
- (iii) The animal carrier is properly disinfected one day prior to the scheduled date of arrival of animals;
- (iv) All the arrangements are made for collection of necessary samples.

B. On Arrival at the Point of Entry:

- (i) On the day of arrival and time fixed with the importer, the Regional/Quarantine Officer and other staff reach the airport;
- (ii) The animal or the products are thoroughly examined physically;
- (iii) The veterinary certificate accompanying the animals or products is checked thoroughly to ascertain the specified health requirements;
- (iv) After ensuring that the animals are clinically healthy and the health certificates accompanying the consignment are in order, a Provisional Quarantine Clearance Certificate (Import) or Veterinary Health Certificate (Import) is issued depending on the case to the importing agency for customs clearance;
- (v) The imported live animals are brought to the quarantine station under the supervision of the Regional/Quarantine Officer;
- (vi) The animals are kept under the quarantine for 30 (thirty) days or as specified in the health protocol by the GOI for monitoring the health status of the animals;
- (vii) In case of livestock products, representative samples shall be drawn and tested in the relevant laboratories as per conditions laid down in the sanitary import permit.


रुबिना अली / RUBINA ALI
जoint Secretary
Ministry of Civil Aviation
भारत सरकार / Govt. of India
नई दिल्ली / New Delhi


Anil Kumar


Annex 2

[Not Used]

भारत सरकार / Ministry of Civil Aviation
नई दिल्ली / New Delhi
Joint Secretary
RUPINA ALI





Signature

Annex 3

Customs Control

- (a) Customs Control at Walkthrough channel;
- (b) Customs Control at Baggage examination counters in Green / Red Channel;
- (c) Provision of the services of the Baggage Assistant / Deputy;
- (d) Commissioner within the Baggage Mall;
- (e) Customs Control for detained goods;
- (f) Customs Control for mishandled baggage;
- (g) Customs Control for valuables;
- (h) Customs Control for re-shipment goods;
- (i) Customs Control for confiscated goods;
- (j) Manning by the gate Officer near Exit Gate;
- (k) Issuance of Export Certificate;
- (l) Services of relevant officials in connection with Custom's functions;
- (m) Air Intelligence Unit.



RUSHNA ALI
Joint Secretary
संयुक्त सचिव / Ministry of Civil Aviation
नागर विमानन मंत्रालय / Ministry of Civil Aviation
भारत सरकार / Govt. of India
नई दिल्ली / New Delhi





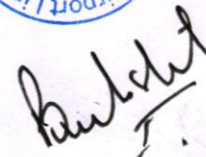
Annex 4

Health Services

- (a) The Parties hereby record that it is the intention of the DGHS to endeavour to provide at the Airport terminal, the following services and undertake the following activities (“Health Services”):
- (i) Medical facilities at the Airport terminal and the cargo complex at all times during the day for the benefit of the passengers, visitors, airline staff, employees and other personnel of the GOI, the Authority, the Concessionaire and other relevant Government departments;
 - (ii) Medical officers and other DGHS personnel to be located at the Airport terminal, as decided by DGHS from time to time;
 - (iii) DGHS shall, from time to time, determine the number of staff and fix timings of medical facilities at/around the Airport;
 - (iv) DGHS shall also undertake such other functions at the Airport as may be directed by the Central Government from time to time.
- (b) It is clarified that in the event the DGHS does not provide all or any of the Health Services and/ or the facilities mentioned in Clause (a) (i) above, it shall have no liability of any kind whatsoever to the Concessionaire. Any such liability is hereby expressly disclaimed. The Concessionaire hereby expressly acknowledges that it shall have no recourse against the DGHS or any other government body for non-provision or partial provision of any of the Health Services or the facilities mentioned in Clause (a)(i) above.


RUBINA ALI / Joint Secretary
भारत सरकार / Ministry of Civil Aviation
नई दिल्ली / New Delhi




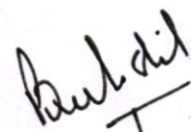


Annex 5

Immigration Services

Providing immigration facilitation and service at the Airport and work relating to registration of foreigners under Applicable Laws.



रुबीना अली RUBINA ALI
संयुक्त सचिव Joint Secretary
नागर विमानन विभाग Ministry of Civil Aviation
भारत सरकार / Govt. of India
नई दिल्ली / New Delhi

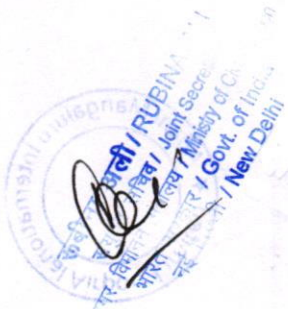

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Annex 6

Meteorological Services

This includes provision of aviation weather services according to the technical provisions of the ICAO, Annex 3 and the World Meteorological Organization, as well as standards and recommended practices of Designated GOI Agency and conventions in air navigation towards the safety of aircraft operation.




Annex 7

Plant Protection and Quarantine Services

These functions are performed under the Destructive Insects & Pest Act, 1914 and the Plant Quarantine (Regulation of Import into India) Order, 2003 and its amendments to minimize risk of entry of exotic pests and diseases into the country that may render adverse impact on Indian agriculture. These practices are accepted internationally under the International Plant Protection Convention and are recognized under the Sanitary and Phyto-sanitary Agreement of the WTO. Such functions include the following:

- (a) Inspection testing, treatment & release of imported agriculture commodities to prevent ingress of exotic pests & diseases;
- (b) Visual examination & treatment of agriculture commodities meant for export;
- (c) Issuance of Phyto-Sanitary Certificate for agricultural commodities meant for export;
- (d) Inspection and treatment of imported wood packaging materials;
- (e) Post entry quarantine inspection;
- (f) Fumigation/ disinfestations/ disinfection of agricultural commodities.


रुबीना अली RUBINA ALI
संयुक्त सचिव Joint Secretary
नागर विमानन मंत्रालय / Ministry of Civil Aviation
भारत सरकार / Govt. of India
नई दिल्ली / New Delhi




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Annex 8

Security Services

- (a) Providing security through designated GOI Agency, in accordance with Annex 17 to Chicago Convention of ICAO, for airport operators, airlines operators, and their security agencies responsible for implementing AVSEC measures;
- (b) Ensure that Designated GOI Agency and its persons implementing security controls are appropriately trained and possess all competencies required to perform their duties;
- (c) Planning and coordination of aviation security matters;
- (d) Conducting – surprise/dummy checks through Designated GOI Agency to test professional efficiency and alertness of security staff and mock exercises to test efficacy of Contingency Plans and operational preparedness of the various agencies.

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

Signed by:

<p>For and on behalf of GOI</p> <p><i>Rubina Ali</i> 21/10/2020</p> <p>रुबीना अली / RUBINA ALI संयुक्त सचिव / Joint Secretary SMT. RUBINA ALI / Ministry of Civil Aviation नगर विमान सेवा / Govt. of India JOINT SECRETARY / New Delhi MINISTRY OF CIVIL AVIATION RAJIV GANDHI BHAWAN NEW DELHI - 110003</p>	<p>Witnessed by:</p> <p><i>N. V. Subbarayudu</i> एन. वि. सुब्बारायुडु N. V. Subbarayudu महाप्रबंधक (इंज.) General Manager (Engg.) भारतीय विमानपत्तन प्राधिकरण Airports Authority of India</p>
<p>For and on behalf of the Concessionaire</p> <p><i>PariKshit Kaul</i> 21/10/2020</p> <p>SHRI PARIKSHIT KAUL AUTHORISED SIGNATORY ADANI MANGALURU INTERNATIONAL AIRPORT LIMITED</p>	<p>Witnessed by:</p> <p><i>PariKshit Kaul</i> 21/10/2020</p>

Authorized Signatory



adani

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF ADANI MANGALURU INTERNATIONAL AIRPORT LIMITED ("THE COMPANY") AT ITS MEETING HELD ON MONDAY, 5TH OCTOBER, 2020 AT ADANI CORPORATE HOUSE, SHANTIGRAM, NEAR VAISHNO DEVI CIRCLE, S. G. HIGHWAY, KHODIYAR, AHMEDABAD - 382 421.

"RESOLVED THAT the consent of the Board of Directors of the Company be and is hereby accorded to enter into Memorandum of Understanding with Government of India ("**GOI**") and CNS/ATM Agreement with Airports Authority of India ("**AAI**") in respect of various reserved services to be provided and other activities to be carried at the Mangaluru International Airport, Mangaluru.

RESOLVED FURTHER THAT Mr. Nayan Rao or Mr. Parikshit Kaul, Authorized Signatories of the Company be and are hereby severally authorised to negotiate, modify, finalise and accept the terms and conditions of the Memorandum of Understanding, CNS/ATM Agreement and also authorised to execute Memorandum of Understanding, CNS/ATM Agreement and all other necessary agreements, deeds, documents, papers etc. in connection therewith as may be agreed by the Company with GOI and AAI and to do all necessary acts, deeds and things related thereto on behalf of the Company.

RESOLVED FURTHER THAT the Common Seal of the Company, if required, be affixed on the agreements, documents and/or any other necessary papers as may be required be affixed in presence of any one of the director of the company or Mr. Behnad Zandi or Mr. Jay Amin or Mr. Alok Patni or Mr. Nayan Rao or Mr. Parikshit Kaul, Authorised Signatories of the Company who shall sign the same in token thereof.

RESOLVED FURTHER THAT a copy of this resolution duly certified as a true copy by any one of the Directors of the Company be submitted to the concerned authorities and they are hereby requested to rely upon the authority of the same."

Certified True Copy

For, **Adani Mangaluru International Airport Limited**



Jeet Adani

Director

(DIN: 08556189)

Adani Mangaluru International Airport Limited
(Formerly known as Adani Mangalore International Airport Limited)
Adani Corporate House,
Shantigram, Near Vaishno Devi Circle,
S. G. Highway, Khodiyar,
Ahmedabad 382 421
Gujarat, India
CIN: U63030GJ2019PLC110062

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www.adani.com

Registered Office: Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad - 382 421