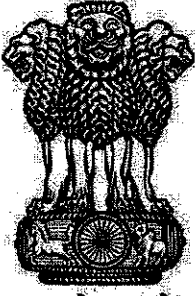


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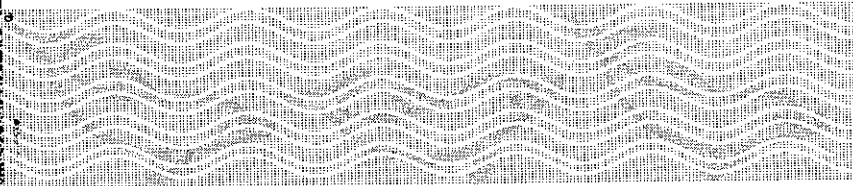
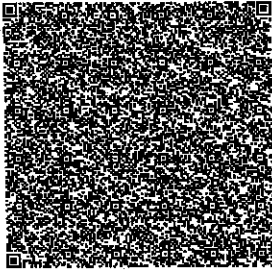
Government of National Capital Territory of Delhi



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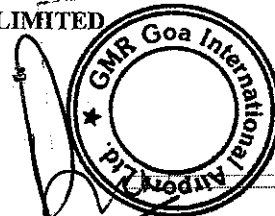
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Purchased by : GMR GOA INTERNATIONAL AIRPORT LTD
Description of Document : Article Others
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : GMR GOA INTERNATIONAL AIRPORT LTD
Second Party : MINISTRY OF CIVIL AVIATION
Stamp Duty Paid By : GMR GOA INTERNATIONAL AIRPORT LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line.....

SCHEDULE-X
MEMORANDUM OF UNDERSTANDING
In relation to the establishment
of the
Airport at Mopa, Goa
Between
THE PRESIDENT OF INDIA
on behalf of
THE GOVERNMENT OF INDIA
and
GMR GOA INTERNATIONAL AIRPORT LIMITED

March 31, 2017



[Signature]

आर. एन. चौबे, अध्यक्ष / R.N. CHOUBEY, IAS

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcifilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the authenticity of the Stamp Certificate is on the Ministry of Civil Aviation.
3. In case of any discrepancy, please contact the Registration Authority.

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MEMORANDUM OF UNDERSTANDING


This MEMORANDUM OF UNDERSTANDING is made in New Delhi on the 31st day of March 2017, by and between:

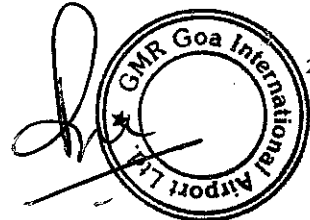
1. **THE PRESIDENT OF INDIA** acting through the Secretary, Ministry of Civil Aviation, Government of India (hereinafter referred to as “GOI” which expression shall be deemed to include its successors and assigns), of the first part; and
2. **GMR GOA INTERNATIONAL AIRPORT LIMITED**, a company incorporated in India under the [Companies Act, 2013], having its registered office at Survey No. 381/3, Mathura One, 1st Floor, NH 17, Porvorim, Goa - 403501 (hereinafter referred to as the “Concessionaire”, which expression shall be deemed to include its successors and permitted assigns), of the second part.

GOI and the Concessionaire are hereinafter collectively referred to as “Parties” and individually as “Party”.

WHEREAS:

- (A) The GOI, has given its in-principle approval (“In-Principle Approval”) to the Authority, for the establishment of an airport for public use at Mopa in the State of Goa (“Airport”), subject to the terms and conditions stipulated in the In-Principle Approval.
- (B) The Authority has resolved to establish the Airport on design, build, finance, operate and transfer basis (“Project”). The Authority had accordingly invited proposals by its Request for Qualification No. 32/DOCA/RFQ/MOPA/2014 dated 3rd October 2014 (“RFQ”) for short listing of bidders and subsequently invited Bids by its Request for Proposal (“RFP”) for construction, operation and maintenance of the Airport on DBFOT basis. Pursuant to the evaluation of the bids, the Authority accepted the Bid of the Concessionaire.
- (C) The Authority and the Concessionaire have entered into a concession agreement dated 8th November 2016 (hereinafter the “Concession Agreement”) whereby they have agreed upon the terms and conditions upon which the Concessionaire shall construct, operate and maintain the Airport on DBFOT basis.
- (D) GOI acknowledges that implementation of the Project requires continued support and grant of certain rights by GOI to the Concessionaire as hereinafter set forth and is an essential pre-requisite for mobilisation of resources for the Project.
- (E) In consideration of the Concessionaire having entered into Concession Agreement and to enhance the smooth functioning and viability of the Concessionaire, in addition to the obligations of the Authority under the Concession Agreement, the GOI is agreeable to provide some support to the Concessionaire as stated herein.


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भारत सरकार / Govt. of India
नागर विमानन मंत्रालय / Ministry of Civil Aviation
राजीव गांधी भवन / Rajiv Gandhi Bhawan
नई दिल्ली-110003 / New Delhi - 110003



NOW IT IS HEREBY AGREED as follows:

CLAUSE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this MoU, except to the extent that the context requires otherwise, the following terms shall have the following meaning:

“**Animal Quarantine Services**” shall mean the quarantine services (forming part of the Reserved Services) as set out in Schedule 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, licences, 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**” shall have the meaning ascribed to the term in Clause 8.3.2 hereunder;

“**Authority**” shall mean the Governor of Goa represented by the Directorate of Civil Aviation, Government of Goa;

“**Authority Representative**” shall mean the authorized representative of the Authority, nominated by the Authority, from time to time;

“**CNS/ATM Services**” shall mean the services related to communications, navigation and surveillance systems for air traffic management, (forming part of the Reserved Services) as set out in Schedule 2 attached hereto;

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

“**Concession Agreement**” shall have the meaning ascribed to it in Recital (C);

“**Concessionaire**” shall have 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 Co-ordination Committee;

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“**Customs Control**” shall mean customs related services as set out in Schedule 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**” means the Directorate General of Civil Aviation or any substitute thereof;

“**Effective Date**” shall mean the date as may be mutually agreed between GOI and the Authority, but not later than the Appointed Date as provided in the Concession Agreement;

“**GOI**” shall have the same meaning ascribed to the term in the preamble of this MoU;

“**GOI Support**” shall have the meaning ascribed to the term in Clause 3 of this MoU;

“**Health Services**” shall mean the mandatory health services (forming part of the Reserved Services) as set out in Schedule 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 Applicable Law as set out in Schedule 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**” shall have the meaning ascribed to the term in Clause 4.1.1 hereunder;

“**Master Plan**” shall have the meaning ascribed to it in the Concession Agreement;


“**Meteorological Services**” shall mean the meteorological services (forming part of the Reserved Services) as set out in Schedule 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;

“**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 Schedule 7 attached hereto;

“**Plant Quarantine Services Representative**” shall mean the authorized representative of


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the department/agency providing the Plant Quarantine Services, nominated by GOI, from time to time, on the Joint Co-ordination Committee;

“Project” means the construction, operation and maintenance of the Airport in accordance with the provisions of the Concession Agreement;

“Reserved Services” shall have the meaning ascribed to the term in Clause 3.3.1 hereunder;

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

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

“Term” shall have the meaning as ascribed to the term in Clause 6.1 hereunder.

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.

- 1.2 In this MoU, unless the context otherwise requires, the interpretation rules as mentioned in Clause 1.2 of the Concession Agreement shall apply.

CLAUSE 2

EFFECTIVE DATE

The provisions of this MoU (other than those contained in Clauses 1, 2, 3.4, 3.5, 8 and 9, which are, accordingly, binding on the Parties as from the date of this MoU) shall take effect and become binding on the Parties from the Effective Date.

CLAUSE 3

GOI SUPPORT

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

3.1 Applicable Permits

- 3.1.1 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, or in connection with the Project within forty-five (45) days from the date of receipt of written request from the Concessionaire, subject to

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the Concessionaire fulfilling all criteria specified for the purpose of obtaining Applicable Permit.

- 3.1.2 The Concessionaire hereby undertakes that in order to expedite the grant of Applicable Permits, it will, in a diligent and timely manner, (i) prepare and file applications, which are in full compliance with the Applicable Law, with the concerned authorities; (ii) follow-up the aforesaid applications with the concerned authorities; and (iii) respond in a timely manner to all requests for further information and clarifications.

3.2 Single Window Clearance

GOI hereby undertakes to establish a single window clearance mechanism/route by means of a single point of contact in GOI for providing assistance to the Concessionaire in liaising and resolving any issues pending with the relevant agencies, authorities, departments, inspectorates, ministries under the control and direction of GOI.


3.3 Reserved Services

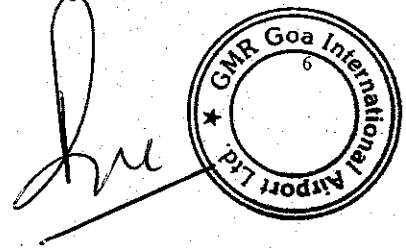
- 3.3.1 GOI shall, throughout the Term, provide, or cause to be provided, at the Airport, the following services ("Reserved Services"):

- i. CNS/ATM Services;
- ii. Customs Control;
- iii. Immigration Services;
- iv. Plant Quarantine Services;
- v. Animal Quarantine Services;
- vi. Health Services;
- vii. Meteorological Services;
- viii. Security Services;
- ix. any other service as may be designated by the GOI from time to time.

- 3.3.2 The Parties recognise that the fee levied for security services and its collection and utilization thereof will be regulated in accordance with the applicable guidelines issued by Ministry of Civil Aviation from time to time.

- 3.3.3 The Concessionaire shall, during the drawing/designing stage, consult with the Bureau of Immigration, Department of Revenue (for customs services), Central Industrial Security Force (CISF), Ministry of Health and Family Welfare and other relevant Government agencies as suggested by Ministry of Civil Aviation. Reasonable suggestions/requests of such agencies will generally be adhered to by the Concessionaire, unless there exists an overriding reason to not be able to adhere to the suggestions and requests.


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नागर विमानन मंत्रालय / Ministry of Civil Aviation



3.4 Memoranda of Understanding with GOI Agencies

The GOI hereby undertakes to procure the execution of memorandum of understanding between the Concessionaire and each GOI agency/department providing the following Reserved Services hereunder, setting out the terms and conditions on which the Reserved Services shall be provided by the relevant GOI agencies/departments. In this regard, the Concessionaire shall provide free of charge, except the cost of utilities, such as electricity, water, etc., which shall be recoverable by the Concessionaire, and in accordance with Good Industry Practice, office space along with necessary office utilities for operational area to customs, security, quarantine and other designated GOI agencies, as the case may be, for discharging their statutory functions. As regards space for back office usage by the GOI agency/department, the Concessionaire shall charge at the rate of 50% (fifty per cent) of the applicable market rates.

3.5 Master Plan

GOI undertakes that in the event any modification to the Master Plan of the Airport is required, which is in deviation of the guidelines prescribed by the DGCA or any other applicable guidelines, GOI shall procure approval of the Master Plan by the appropriate authority within 30 (thirty) days of a written request from the Authority. Provided that GOI may refuse to grant such approval if such modifications are not in harmony with the overall design and environment of the Airport.

3.6 Principles of Determination and Revision of Aeronautical Charges

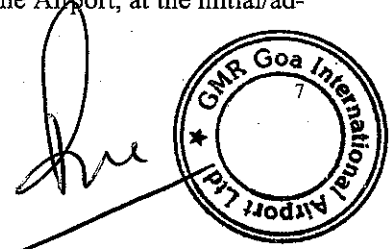
3.6.1 The Parties hereto acknowledge and agree that any and all Aeronautical Charges that the Concessionaire can levy, collect and appropriate from a User shall be determined and revised by AERA, by way of an order by AERA, in accordance with the provisions of the AERA Act and as per the extant guidelines issued by AERA.

3.6.2 The GOI has, vide its letter no. F. No. AV.24011/12/2013-AD dated April 13, 2015, approved the 30% (thirty per cent) shared-till framework for the determination and regulation of the Aeronautical Charges at the Airport, and the same shall be accordingly considered by AERA. For avoidance of doubt, revenues of the Concessionaire from City Side Development shall be excluded from the shared-till framework for the determination and regulation of the Aeronautical Charges.

3.6.3 The Annual Premium shall not be considered as a part of the capital outlay for the Airport or the regulatory asset base or operating expense for the purpose of the determination of the Aeronautical Charges, and shall always be excluded from being considered as a part of the cost for the determination of the Aeronautical Charges. The Concessionaire hereby acknowledges and agrees that the Annual Premium payable by the Concessionaire to the Authority shall not be considered for any purposes, for the determination or revision of the Aeronautical Charges, by AERA.

3.6.4 The Concessionaire shall be entitled to levy, collect and appropriate the Aeronautical Charges with effect from the Phase I COD from the Users of the Airport, at the initial/ad-

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hoc rates of the tariff as may be approved by AERA. Such initial/ad-hoc rates of tariff shall be applicable and valid until the approval of Aeronautical Charges by AERA in accordance with the provisions of the AERA Act.

- 3.6.5 Any under-recovery or over-recovery of the Aeronautical Revenues in respect of the ad-hoc or final Aeronautical Charges approved by AERA for the first tariff control period (currently 5 (five) years) commencing from Phase I COD, shall be carried forward and adjusted by AERA, while determining the allowable Aeronautical Revenues in the second tariff control period, as per AERA Act and as per the extant guidelines issued by AERA.
- 3.6.6 Any under-recovery or over-recovery of Aeronautical Revenues after the first tariff control period shall be adjusted by AERA in accordance with AERA Act and as per the extant guidelines issued by AERA.
- 3.6.7 The Concessionaire shall have to work with AERA to explore ways to keep the tariffs comparable with the tariffs of the neighbouring airports.
- 3.6.8 Any payments made by the Concessionaire to any Government Instrumentality for providing sovereign functions shall be considered as an operating expense for the purpose of the determination of the Aeronautical Charges, and shall accordingly be considered as a part of the cost for the determination of the Aeronautical Charges.

CLAUSE 4


JOINT CO-ORDINATION COMMITTEE

- 4.1 **Joint Co-ordination Committee**
- 4.1.1 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 (the "Joint Co-ordination Committee") consisting of (i) the Authority Representative; (ii) the CNS/ATM Services Representative; (iii) the Customs Control Representative; (iv) the Immigration Services Representative; (v) the Meteorological Services Representative; (vi) the Security Services Representative; (vii) the Plant Quarantine Services Representative; (viii) Animal Quarantine Services Representative (ix) Health Services Representative and (x) the Concessionaires Representative.
- 4.1.2 The Joint Co-ordination Committee 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 thirty (30) day(s) of the Effective Date.

CLAUSE 5

DEFENCE AND MILITARY SERVICES


- 5.1 The Concessionaire acknowledges and agrees that the Defence Forces shall, at all times have the right to use the Airport and all facilities thereof, without any restriction or


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constraint of any nature whatsoever, on payment of applicable charges in accordance with Applicable Laws.

- 5.2 Without prejudice to the provisions of Clause 5.1 above, the Concessionaire's obligations to the Defence Forces in respect of allocation and closure of airspace and usage of the Airport during an Emergency shall be determined by GOI, and to the extent thereof, the Concessionaire shall be relieved of its obligations to provide services to civilian users of the Airport.
- 5.3 The Concessionaire shall provide adequate space to accommodate 2 (two) aircrafts of the Defence Forces at or near the area earmarked for this purpose in the Master Plan. The Defence Forces shall be allowed the right to construct the required facilities for their use within the earmarked area at their own cost. The Concessionaire agrees and undertakes to cooperate with and assist the Defence Forces in the movement of the aircraft at the Airport and to facilitate the use of the Airport. Launch of military operational missions would take priority over normal operations in case of an emergency declared by the Government of India. Operations from this airport shall at no stage interfere with Search and Rescue (SAR) or other high priority military maritime air operations, including coastal security operations planned from INS Hansa.
- 5.4 Airspace designation and promulgation thereof by AAI for Airport including the terminal control area, aerodrome traffic circuit, VOR holding areas, outbound track, final approach, missed approach of all instrument approach procedures for all categories of aircraft and standard instrument arrival and departure for both runways shall be kept within 5 nm to the south of Mopa airfield.
- 5.5 The control zone of Airport at Mopa shall be restricted up to height of 5000 ft. towards south of Airport at Mopa and a 5 nm semi-circular airspace centred on ARP may be allotted as a part of control zone. In addition, a buffer zone of 2.5 nm width shall be provided south of the control zone. The aerodrome traffic circuit for visual circling approaches be designed on the northern side of the proposed runway.
- 5.6 In order to effect safe and concurrent operations, both military and civil, at the two airfields, the approach control should positively be handled by Dabolim air traffic controls. Any new ATS procedures to be designed shall be done in consultation with Indian Navy.
- 5.7 The conduct of military flying will be undertaken in north of Mopa airfield beyond its control zone. It is clarified that there shall be no effect on civil flying operations whilst military flying is being conducted in this area.
- 5.8 The provision of naval air enclave for naval aircraft operations from Mopa airfield is to be catered to. For this purpose, an area of 5 (five) acres of land shall be given on lease for the entire period of Concession. The said area shall be sufficient to construct an apron, hangar and admin/technical building to handle at least 02 LRMR (Boeing 737-800 equivalent) aircrafts at a time. Naval infrastructure shall be created at the cost of Ministry of Defence/Indian Navy with a separate independent entry/exit to the naval facility. The


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facilities of proposed Airport at Mopa are to be extended free of cost for military rescue and diversionary operations.

- 5.9 A hotline shall be established by the Concessionaire between air traffic controls of the Mopa airfield and INS Hansa for instantaneous coordination at all times.

CLAUSE 6


TERM AND TERMINATION

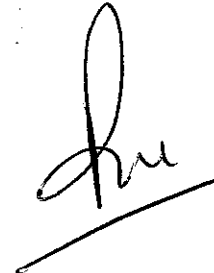
- 6.1 Subject to Clause 2 above, this MoU shall come into full force and effect from the Effective Date and shall continue to be in full force and effect unless mutually terminated by the Parties ("Term"). Provided that upon termination of the Concession Agreement in terms thereof, the Concessionaire shall cease to be a Party to this MoU and, unless the Concessionaire is substituted by the Authority with another entity, the rights and obligations of the Concessionaire under this MoU shall vest in the Authority. For the avoidance of doubt, termination of the Concession Agreement shall have no bearing on the Term.

CLAUSE 7

FORCE MAJEURE

- 7.1 Any Party shall be entitled to suspend or excuse performance of its respective obligations under this MoU to the extent that it is/ they are unable to render such performance due to an event of Force Majeure.
- 7.2 Where a Party is claiming suspension of its obligations on account of Force Majeure, it shall promptly, but in no case later than seven (7) days after the occurrence of the event of Force Majeure, notify the other Parties in writing giving full particulars of the Force Majeure, the estimated duration thereof, the obligations affected and the reasons for its suspension.
- 7.3 A Party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this MoU. The Party affected shall promptly notify the other Parties as soon as the Force Majeure event has been removed and no longer prevents it from complying with the obligations, which have been suspended and shall thereafter resume compliance with such obligations as soon as possible.
- 7.4 Where a Party is prevented from exercising any rights or performing any obligations under this MoU due to an event of Force Majeure, the time for the performance of the obligations affected thereby or the exercise of any right dependent thereon, shall be extended by such additional period as corresponding to the period of pendency of the event of Force Majeure preventing and/or delaying performance, or such other period as may be agreed between the Parties.


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- 7.5 Notwithstanding anything contained hereinabove, if an event of Force Majeure occurs and continues for a period of ninety (90) days, the Parties shall meet to discuss the consequences of such event of Force Majeure and the course of action to be taken to mitigate the effects thereof or to be adopted in the circumstances.

CLAUSE 8

GOVERNING LAW AND DISPUTE RESOLUTION


- 8.1 This MoU (including this Clause 8) and all questions of its interpretation shall be construed in accordance with the laws of the Republic of India.
- 8.2 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 sixty (60) days of such consultations having commenced, the provisions of Clause 8.3 shall apply.
- 8.3 Arbitration**
- 8.3.1 Any dispute, which could not be settled by the Parties through amicable settlement (as provided for under Clause 8.2 hereinabove) shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996.
- 8.3.2 The disputes shall be referred to a tribunal comprising three (3) arbitrators. Each Party to the arbitration shall appoint one arbitrator and the two arbitrators thus appointed shall choose the third arbitrator who will act as a presiding arbitrator of the tribunal (together forming the "Arbitral Tribunal"). In the event of failure by the either Party to appoint their arbitrator(s) or by the two arbitrators appointed by the Parties to appoint the third arbitrator, the said arbitrator(s) shall be appointed by the High Court of Delhi.
- 8.3.3 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.
- 8.3.4 The decision(s) of the Arbitral Tribunal shall be final and binding on the Parties.
- 8.3.5 Subject to this Clause 8, the Courts at New Delhi shall have jurisdiction over this MoU.



CLAUSE 9

MISCELLANEOUS

9.1 Notice

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


आर. एन. चौबे, आई.ए.एस. / R. N. CHOUBEY, IAS
सचिव / Secretary
भारत सरकार / Govt. of India
नागर विमानन मंत्रालय / Ministry of Civil Aviation
राजीव गांधी भवन / Rajiv Gandhi Bhawan
नई दिल्ली-110003 / New Delhi - 110003

GOI:

Secretary to Government of India, Ministry of Civil Aviation

Address:

Rajiv Gandhi Bhawan

Safdarjung Airport

New Delhi.

Fax No.: 011 24602397

Concessionaire:

Attention: Chief Executive Officer

Address:

GMR Goa International Airport

Survey No.381/3

Mathura One, First Floor

NH17, Porvorim, Goa.


Fax No: 011 47197842

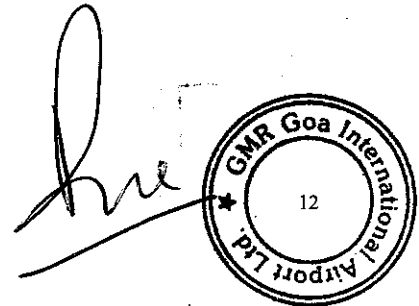
or to such other address or facsimile number as may from time to time be designated by notice hereunder.

- 9.1.2 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 three (3) days after it was mailed in the manner hereinbefore provided.

9.2 Severability

- 9.2.1 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.


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नई दिल्ली-110003 / New Delhi - 110003



9.3 Entire Agreement

9.3.1 This MoU, together with all Schedules and attachments 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.

9.4 Amendment

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

9.5 Assignment

9.5.1 Notwithstanding any change in the Applicable Law after the 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.

9.5.2 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.

9.6 No Partnership

9.6.1 This MoU shall not constitute or be interpreted to constitute a partnership between the Parties. No Party shall have any authority (unless expressly conferred in writing by virtue of this MoU or otherwise and not revoked) to bind any other Party as its agent or otherwise.

9.7 No Waiver

9.7.1 No failure on the part of GOI 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).



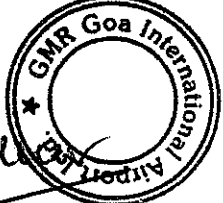
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9.8 Bilaterals

9.8.1 Without impinging on or in any way restricting the sovereign rights of the Government of India, GOI shall, where feasible, endeavour to renew all existing air services agreements for Goa and endeavour not to revoke or terminate any existing air services agreements affecting Goa. For the avoidance of doubt, GOI shall be entitled to revoke or terminate any air services agreement for reason of the failure of another state or its designated carriers(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.

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>Signed by <u><i>R.N. Chousey</i></u></p> <p><i>आर.एन. चौबे, आईएएस / R. N. CHOUBEY, IAS</i> सचिव / Secretary भारत सरकार / Govt. of India मंत्रालय / Ministry of Civil Aviation राजीव गांधी भवन / Rajiv Gandhi Bhawan नई दिल्ली - 110003 / New Delhi - 110003</p>	<p>Witnessed by:</p> <p><i>[Signature]</i></p>
<p>For and on behalf of GGIAL</p> <p>Signed by <u><i>[Signature]</i></u></p> <p></p>	<p>Witnessed by:</p> <p><i>[Signature]</i></p>

SCHEDULE 1

ANIMAL QUARANTINE SERVICES

REGULATORY FUNCTIONS:

Before Arrival:

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

On Arrival at the Point of Entry:

- On the day of arrival and time fixed with the Importer, the Regional/Quarantine Officer and other staff reach the Airport
- The animal or the products are thoroughly examined physically
- The veterinary certificate accompanying the animals or products is checked thoroughly to ascertain the specified health requirements
- 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
- The imported live animals are brought to the quarantine station under the supervision of the Regional/Quarantine Officer
- The animals are kept under the quarantine for 30 days or as specified in the health protocol by the Government of India for monitoring the health status of the animals.
- In case of investock products, representative samples shall be drawn and tested in the relevant laboratories as per conditions laid down in the sanitary import permit.

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नई दिल्ली-110003 / New Delhi - 110003

[Handwritten Signature]



SCHEDULE 2
CNS/ATM SERVICES

GOI through AAI or Designated GOI Agency, throughout the Term, provide or cause to be provided, at the Airport following CNS / ATM Services through a separate and a detailed CNS/ATM agreement:

- (a) cause to be provided, the CNS/ATM Services at the Airport, in accordance with the practices established or recommended from time to time pursuant to the Chicago Convention and on the same terms as applicable to similar services at other airports in India, and in compliance with the directions of DGCA;
- (b) cause to be maintained, the CNS/ATM Equipment, including carrying out of periodic flight calibration and tests of the CNS/ATM Equipment;
- (c) cause to be upgraded, the CNS/ATM Equipment from time to time (i) as a minimum to comply with the relevant provisions of the Civil Aviation Requirements notified by DGCA to meet the operational requirements of current traffic demand and in accordance with Applicable Laws including the relevant ICAO Documents and Annexes; and (ii) as a result of the expansion /upgradation of the Airport;
- (d) cause to be purchased at its own cost or at the cost of the Designated GOI Agency, as the case may be, the equipment required from time to time for providing CNS/ATM Services at the Airport;
- (e) procure Meteorological Facilities for provision of CNS/ATM services at the Airport in accordance with the practices established or recommended from time to time pursuant to the Chicago Convention and on the same terms as AAI provides at other similar airports in India; and
- (f) cause the Designated GOI Agency empowered to control and regulate air traffic to enable movement of aircrafts on the Runway in accordance with Applicable Laws and Good Industry Practice.

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SCHEDULE 3

CUSTOMS CONTROL


Functions:

- Customs Control at Walkthrough channel
- Customs Control at Baggage examination counters in Green / Red Channel
- Provision of the services of the Baggage Assistant / Deputy Commissioner within the Baggage Mall
- Customs Control for detained goods
- Customs Control for mis-handled baggage
- Customs Control for valuables
- Customs Control for re-shipment goods
- Customs Control for confiscated goods
- Manning by the gate Officer near Exit Gate
- Issuance of Export Certificate
- Services of relevant officials in connection with Custom's functions
- Air Intelligence Unit

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SCHEDULE 4

HEALTH SERVICES

Obligations of Directorate General Health Services (DGHS)

- 1 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 (hereinafter collectively referred to as the "Health Services"):
 - (a) 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;
 - (b) Medical officers and other DGHS personnel to be located at the Airport terminal as decided by DGHS from time to time;
 - (c) DGHS shall from time to time determine the number of staff and fix timings of medical facilities at/around the airport; and
 - (d) DGHS shall also undertake such other functions at the airport as may be directed by the Central Government from time to time.
2. 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 1 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 1 above.


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विमानन मंत्रालय / Ministry of Civil Aviation
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SCHEDULE 5

IMMIGRATION SERVICES

Providing immigration facilitation service at Airport and work relating to registration of foreigners under various Acts.



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SCHEDULE 6

METEOROLOGICAL SERVICES

This include aviation weather services according to the technical provisions of the International Civil Aviation Organization (ICAO), Annex 3 and the World Meteorological Organization (WMO), as well as standards and recommended practices of designated GOI Agency and conventions in air navigation towards the safety of aircraft operation.

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SCHEDULE 7

PLANT PROTECTION AND QUARANTINE SERVICES

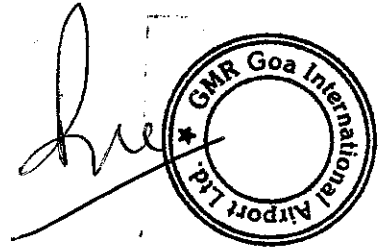
Regulatory Functions

- (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

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.

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SCHEDULE 8

SECURITY SERVICES

Functions

- 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 and in accordance with the terms contained in the agreement entered into between the Concessionaire and BCAS, as per the format provided by BCAS.
- Ensure that designated GOI Agency and its persons implementing security controls are appropriately trained and possess all competencies required to perform their duties.
- Planning and coordination of Aviation security matters.
- Conducting - Surprise/Dummy checks through designated GOI Agency to test professional efficiency and alertness of security staff and mock exercise to test efficacy of Contingency Plans and operational preparedness of the various agencies.



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