

Conditions of Use (“CoU”)

(For Operators operating at Navi Mumbai International Airport)

Navi Mumbai International Airport Limited

Registered Address: New Project Office, C-17, Amara Marg, Near Ulwe
Gaothan Bus Stop, Ulwe, Navi Mumbai- 410 206, Maharashtra

Effective Date: 15th July 2026

Version 2.0

PREFACE

The use of any Common Use Facilities at the Airport by any of the Operator(s) constitutes acceptance of these Conditions of Use.

This Conditions of Use is applicable to all aircraft operators including but not limited to scheduled airlines, non-scheduled airlines, charter airlines, freighter airlines, air taxi operators, helicopter operators and ground handlers operating at Navi Mumbai International Airport.

Notwithstanding any clause of this Conditions of Use, this document does not grant any right or create any interest in favour of the Operator, over and above their respective executed agreement with NMIAL.

Airport-Operator retains the right to withdraw the permission granted to the Airline in respect of any of the Common Use Facilities in case of breach by the Airline of any of the conditions contained herein.

GLOSSARY

ACDM	Airport Collaborative Decision Making
ADP	Airside Driving Permit
AAI	Airports Authority of India
AEP	Aerodrome Entry Permit
AERA	Airports Economic Regulatory Authority of India
BCAS	Bureau of Civil Aviation Security
CoU	Conditions of Use
CIDCO	City and Industrial Development Corporation of Maharashtra Limited
CISF	Central Industrial Security Force
DGCA	Directorate General of Civil Aviation
FIDS	Flight Information Display System
GHA	Ground Handling Agency
GOI	Government of India
GOM	Government of Maharashtra
GSE	Ground Support Equipment
IATA	International Air Transport Association
ICAO	International Civil Aviation Organization
MoCA	Ministry of Civil Aviation
MRO	Maintenance Repair and Overhaul
MTOW	Maximum Take-Off Weight
Nox	Nitric Oxide
SBD	Self-Baggage Drop
UTC	Coordinated Universal Time

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1. Definitions

Unless the context clearly indicates a contrary intention, an expression which denotes –

- 1.1 Reference to any gender shall mean reference to all genders.
- 1.2 Person shall mean natural person or juridical person, wherever applicable.
- 1.3 The singular includes the plural and vice versa;
- 1.4 In the event of any conflict between the terms of this CoU and Applicable Laws, the Applicable Laws shall prevail.
- 1.5 Unless the context clearly indicates a contrary intention, the following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –
 - 1.5.1 **“Aerodrome Security Programme (ASP)”** means the written security programme developed by Airport-Operator detailing the security measures and procedures, and approved by the Director General, Bureau of Civil Aviation Security (BCAS), in consonance with Aircraft Security Rules, 2023 and National Civil Aviation Security Program (NCASP) and approved by Director General, BCAS under Rule 10 of such Rules, to be implemented and maintained by respective Operators as described in the ASP.
 - 1.5.2 **"Aircraft"** shall mean any aircraft as defined under section 2(3) of The Bharatiya Vayuyan Adhiniyam, 2024.
 - 1.5.3 **“Airline”** shall mean a legal entity engaged, *inter alia*, in the business of scheduled or non-scheduled transportation by air of persons, baggage, mail, parcels or cargo.
 - 1.5.4 **"Airside Regulations"** means the airfield regulations, or the successor to such regulations, as amended by the Ministry of Civil Aviation from time to time, and referred to in clause 33.2.5 of the CoU.
 - 1.5.5 **"Airport"** means Navi Mumbai International Airport, situated in Navi Mumbai, Raigad district of Maharashtra, India by whichever name it is called and bearing IATA code “NMI” and ICAO code “VANM”, and includes any building, installation, facilities, systems or equipment within any such area which is intended to be so used.
 - 1.5.6 **"Airport's lost and found counter"** means the lost and found counter operated by Airport-Operator or a third party appointed by the

Airport-Operator from time to time at the Airport and referred to in clause 18 hereof.

- 1.5.7 **"Airport-Operator"** means Navi Mumbai International Airport Limited bearing CIN no. U45200MH2007PLC169174.
- 1.5.8 **"Airport-Operator's systems"** means computer network systems maintained and managed by Airport-Operator at the Airport.
- 1.5.9 **"Airside "** shall mean the movement area of the Airport, adjacent terrain and buildings or portions thereof, access to which is regulated or controlled.
- 1.5.10 **"Airside Safety Regulations"** means and includes the rules and regulations to be adhered to at the Airside of the Airport, issued and updated by the Airport-Operator from time to time.
- 1.5.11 **"Airside Service Provider"** shall mean any third party appointed in terms of clause 9.1, 28.8, 33.1.6, 33.3.4 and 34.3 hereof.
- 1.5.12 **"Aerodrome Emergency Response Plan" or ("AERP")** means the Airport Emergency Response Plan (inclusive of bomb threat contingency plan, anti-hijack plan, forcible seizure of aircraft on ground, attack on vital installations at Airport, disabled Aircraft recovery plan, adverse weather operations plan and monsoon contingency), as declared and amended by Airport-Operator from time to time in consultation with the Operators in order to implement such emergency management plan at the Airport.
- 1.5.13 **"Applicable Laws"** shall mean all laws in force and effect as of the date hereof, and which may be promulgated or brought into force and effect hereinafter, by any Governmental Authority (including but not limited to MoCA, BCAS, DGCA, AERA and AAI), including any revisions, amendments or re-enactments, and/or any regulations, rules, bye-laws, notifications, ordinances, and protocols, codes, guidelines, notices, circulars, directions made thereunder, and judgments, decrees, injunctions, writs, orders and notifications issued by any court or record, or other requirements, orders, directives, norms and press release of any Governmental Authority, and the rules, regulations, development controls, instructions and guidelines (including policies and circulars) issued by the Governmental Authority and any notifications or guidelines issued by Airport-Operator from time to time, whether in effect on the date hereof or thereafter.
- 1.5.14 **" Background Check"** means a check of a person's identity and previous experience, including where legally permissible, any criminal

history, as part of the assessment of an individual's suitability to implement a security control and/or for unescorted access to a security restricted area.

- 1.5.15 **"Baggage"** means all suitcases, bags, boxes, baggage, articles, things, goods and other matter belonging to Passengers or Crew Member (whether handheld or otherwise) of any nature whatsoever (but specifically excluding cargo) which is carried/handled by Airlines.
- 1.5.16 **"Baggage Counter"** means the Baggage enquiry counter referred to in clause 15 hereof.
- 1.5.17 **"Baggage Storage Facility"** means the Baggage storage facility referred to in clause 15 hereof.
- 1.5.18 **"Baggage Reconciliation System"** means the computerised/automated Baggage management and reconciliation system provided at the Airport.
- 1.5.19 **"Baggage Trolleys"** means the Baggage trolleys provided by Airport-Operator to the Passengers at the Airport.
- 1.5.20 **"BIDS"** means the Baggage Information Display System (or its equivalent) as provided by Airport-Operator at the Airport for the following purposes –
 - 1.5.20.1 assisting Passengers arriving at the Airport to retrieve their baggage from the domestic or international baggage claim facility, whichever applicable.
 - 1.5.20.2 at such locations and in such manner and detail as Airport-Operator may determine.
- 1.5.21 **"Business Day"** means any day other than a Saturday, Sunday or public holiday in India or in the state of Maharashtra.
- 1.5.22 **"Claim"** means any claims, losses, liabilities, damages, demands, suits, causes of action, judgments, penalties, costs, or expenses (including interests, legal costs and attorneys' fees) in respect of acts, omissions or events of the Operators.
- 1.5.23 **"Common Use Check-In Counters"** means the check-in counters for Passengers at the Airport designated for common use by Airlines as directed/ scheduled by the Airport-Operator.
- 1.5.24 **"Common Use Elevators"** means the elevators, travelators and escalators in the Common Use Areas.
- 1.5.25 **"Common Use Areas"** means the areas at the Airport which are made available by the Airport-Operator from time to time for use by the Passengers and Operators together with such other parties, as Airport-

Operator may from time to time determine, and which areas shall include the check in counters, ticketing counters, transfer areas, bag counters, Holding Lounge(s), check-in halls, the Airside, public toilets, the parking areas and public roads etc giving access to the Airport.

- 1.5.26 **"Common Use Facilities"** means the facilities at the Airport which are made available by Airport-Operator from time to time to the Airline and/or the Operators (subject to the terms and conditions of this CoU) together with such third parties as the Airport-Operator may decide, including the Out-bound Baggage Handling System, the In-bound Baggage Handling System, Passenger boarding bridges, boarding gates, Common use Check-In Counters, common use self-service kiosks, the Domestic Baggage Claim Facility, the International Baggage Claim Facility, the FIDS, the BIDS, the Public Address and Paging System, the Utilities and the computer terminals, software, hardware, desk space and other facilities provided by the Airport-Operator from time to time at the Common Use Check-In Counters and Kerbside Check-In Counters (wherever provided).
- 1.5.27 **"Concession Agreement"** means the concession agreement dated 08 January 2018 entered into between the CIDCO and the Airport-Operator.
- 1.5.28 **"CoU"** means this Conditions of Use, together with the annexures and/or schedules of these conditions as amended from time to time.
- 1.5.29 **"Crew Member"** means a person assigned by an Operator to duty on an aircraft during a flight duty period.
- 1.5.30 **"CUTE System"** means the computerised "common user terminal equipment" passenger handling system, including but not limited to the automated check-in and equipment used for boarding of Passengers.
- 1.5.31 **"Domestic Baggage Claim Facility"** means the facility at the Airport where the in-bound passengers from Domestic Flights retrieve their Baggage.
- 1.5.32 **"Domestic Flight"** means any flight by any Aircraft which both originates and terminates at any airport in India.
- 1.5.33 **"Exclusive Use Areas"** means areas at the Airport which are designated by Airport-Operator from time to time for exclusive use by a certain specific Airline, including without any limitation, the lost baggage counter, the lost baggage storage facility, Exclusive Use check-in counters and counters for the sale of tickets by the Airline on its

Domestic Flights and/or International Flights, office spaces and GSE Areas.

- 1.5.34 **"Exclusive use check-in counters"** means the check-in counters at the Airport designated by Airport-Operator from time to time for exclusive use by the Airline.
- 1.5.35 **"FIDS"** means the Flight Information Display Systems (or their equivalent) as provided by the Airport-Operator at the Airport –
- 1.5.35.1 for the purposes of displaying the status of arriving and departing Domestic Flight and/or International Flights at the Airport and/or for any other purpose reasonably required by Airport-Operator from time to time;
- 1.5.35.2 at such locations and in such manner and detail as Airport-Operator may determine.
- 1.5.36 **"Governmental Authority"** means any government authority, statutory authority, government department, ministry, secretariat, agency, commission, board, tribunal or court or other law-making body/entity having or purporting to have jurisdiction on the Airport Users, including the GOI or GOM, any other regulatory authority appointed by the GOI or GOM.
- 1.5.37 **"Ground Handling"** means ground handling as defined by DGCA in its regulation dated 25th February 2022 and bearing AIC Sl. No. 03/2022 pertaining to ground handling services at airports and as amended from time to time.
- 1.5.38 **"Holding Lounge"** means any area at the Airport terminal building at or near each boarding gate –
- 1.5.38.1 at locations in the restricted area and in sizes determined by the Airport-Operator;
- 1.5.38.2 which is made available by the Airport-Operator for the purposes of allowing passengers to await the departure of Aircraft at the Airport after such passengers have been screened for security purposes.
- 1.5.39 **"In – line Hold Baggage Screening System"** means the hold baggage screening system provided by the Airport-Operator at the Airport.
- 1.5.40 **"In-Bound Baggage Handling System"** means the baggage handling system provided by the Airport-Operator at the Airport to move the Baggage of Passengers arriving at the Airport in Aircraft, from an area (determined by Airport-Operator from time to time) to

the domestic or international (whichever is applicable) Baggage claim facility.

- 1.5.41 **"Information Desk"** means the information desk provided and operated by the Airport-Operator at the Airport.
- 1.5.41.1 for the purposes of providing information to Passengers at the Airport; and
- 1.5.41.2 at locations designated by the Airport-Operator from time to time.
- 1.5.42 **"Injury"** means any harm whatever illegally caused to any person, in body, mind, reputation or property and includes injury of a significant nature including, without any limitation, any sickness, mental or psychological injury and death.
- 1.5.43 **"International Baggage Claim Facility"** means the facility at the Airport where the in bound passengers from International Flights retrieve their Baggage.
- 1.5.44 **"International Flight"** means any non-stop flight by any Aircraft originating –
- 1.5.44.1 in India and terminating outside India; or
- 1.5.44.2 outside India and terminating in India.
- 1.5.45 **"Kerbside Check-In Counters"** means check-in counters which Airport-Operator may from time to time make available at the Airport kerbside at locations designated by Airport-Operator.
- 1.5.46 **"Line maintenance"** means routine check, inspection and malfunction rectification performed during transit, turn-around or night stop on an Aircraft at a place in the Airport designated by Airport-Operator from time to time.
- 1.5.47 **"Maximum Take-off Weight"** means the maximum permissible weight for take-off as shown in the flight manual or other document associated with the certificate of airworthiness of the Aircraft.
- 1.5.48 **"Operator"** shall mean a person or entity appointed by the Airport-Operator at the Airport to discharge certain obligations (Ground handling, aircraft operators including but not limited to scheduled Airlines, non-scheduled Airlines, charter Airlines, freighter Airlines, air taxi operators, helicopter operators), operating at the Airport as detailed under their respective executed agreements.
- 1.5.49 **"Out-bound Baggage Handling System"** means the baggage handling system provided by the Airport-Operator at the Airport to move the Baggage of Passengers leaving the Airport in an Aircraft,

from the Common Use Check-In Counters (including the Kerbside Check-In Counters, if any) or the Exclusive Use Check-In Counters or Self- Baggage Drop Counters, to an area adjacent to the Airport's apron as determined by the Airport-Operator for loading onto Aircraft.

- 1.5.50 **“Parking Areas”** means the vehicle parking bays and multi-level car park areas operated by the Airport-Operator or a third party appointed by the Airport-Operator from time to time at the Airport.
- 1.5.51 **“Parties”** shall mean and include the Airport-Operator and Operators collectively.
- 1.5.52 **“Passenger”** means any person transported or to be transported by any Aircraft with the exception of the flight crew and cabin crew operating the same Aircraft.
- 1.5.53 **“Porter services”** means the porter services made available by the Airport-Operator directly or by third party appointed by the Airport-Operator at the Airport to facilitate Passengers with their Baggage at the Airport.
- 1.5.54 **“Public Address and Paging System”** means the audible communication system provided by the Airport-Operator at the Airport and capable of disseminating audio messages throughout the public areas of the terminal building at the Airport.
- 1.5.55 **“Restricted Area”** means areas at the Airport determined by Airport Security Programme of Airport from time to time and to which access may be restricted by designated security agency including, without any limitation, the Holding Lounges, immigration and customs areas, Domestic Baggage Claim Facility, International Baggage Claim Facility and Airside areas.
- 1.5.56 **“Safety Management System”** means the safety management system, as implemented at the Airport by the Airport-Operator from time to time.
- 1.5.57 **“Self-Baggage Drop Counters” or “SBD Counters”** means the self-baggage drop counters (SBD) meant to primarily facilitate travelling Passengers who can skip the convention bag drop queues and process their bag drops using SBD and follow simple instructions displayed through the digital screens. SBDs will have a payment gateway; Passengers can pay for their extra Baggage while using the said facility.
- 1.5.58 **“Transfer Passenger”** means any Passenger, who arrives at the Airport on a flight on one aircraft and, without leaving the Airport boards another Aircraft to another destination.

- 1.5.59 **“Transit passenger”** means Passengers departing from an Airport on the same flight as that on which they had arrived.
- 1.5.60 **“Utilities”** means collectively, electricity, water, gas, sewerage facilities, air conditioning, phone connectivity, internet connectivity and ventilation in the Common Use Areas or Exclusive Use Area.
- 1.5.61 **“Tax”** means all taxes, duties, cesses, levies imposed under all Applicable Laws, including without limitation, the GST;

2. Introduction

It is recorded that –

- 2.1 Airport-Operator is a company established under the Companies Act, 1956, governed by the applicable provision of the Companies Act, 2013; and has been given the exclusive right to design, develop, operate, maintain, manage, expand and modernise the Airport, in terms of the Concession Agreement.
- 2.2 The Concession Agreement, *inter alia*, accorded the Airport-Operator the right to establish conditions that are to be adhered to by the Operators of the Airport and therefore, maintain superior and world class standards.
- 2.3 This CoU contains the various conditions of use applicable to all Operators and Airlines for better and efficient management and utilization of the Airport facilities.
- 2.4 The activities of the Operator at the Airport and the use of the Airport by the Operator (including, without any limitation, the Common Use Areas and Common Use Facilities) is as may otherwise be provided for by specific existing written agreements and applicable aviation and other laws and regulations.
- 2.5 The Parties agree that it is desirable to record in writing the terms and conditions in terms of which the Airline will conduct its business and other activities at the Airport.
- 2.6 The Operator also acknowledge that it has read and understood the CoU. This CoU shall be read along with the Operator’s respective executed agreements. No provision contained herein shall be construed as conferring the right for an Airline(s) and/ or the Operator to utilize the Airport facilities without the permission of the Airport-Operator.

3. Commencement and Duration

- 3.1 This CoU shall commence effective immediately i.e. on 15th July 2026 (**“Effective Date”**) and shall continue unless terminated thereof.

- 3.2 This CoU has been duly notified to each of the Airlines and Operators at the Airport.
- 3.3 On an ongoing basis and based on evolving nature of the aviation eco-system, trends, innovations, changes in regulations etc, any variations made to this CoU will be communicated in writing from time to time or will be notified on the Airport-Operator's website. By continuing to use or avail itself of the Airport's facilities or services, the Operator shall be deemed to have accepted and agreed to be bound by these conditions in full, as per the latest and updated Conditions of Use document available on the Airport-Operator's website.
- 3.4 It shall be the obligation of the Airline and/ or the Operator to keep themselves updated and to be aware of any amendments, replacements or additions made in the CoU document.

4. Grant of Rights

- 4.1 Airport-Operator grants to the Operator, subject to the terms and conditions of this CoU and the Applicable Laws, the right to –
- 4.1.1 Use the Common Use Areas, the Common Use Facilities and the Exclusive Use Areas;
 - 4.1.2 Perform self-handling as per regulation dated 25th February 2022 and bearing AIC Sl. No. 03/2022 by DGCA pertaining to ground handling services and Applicable Laws and on such terms and conditions as mentioned hereunder;
 - 4.1.3 Perform the services referred to in clause 6, 7 and 8 hereof; and
 - 4.1.4 Land, take off, taxi and park its Aircraft on the Airport.
- 4.2 The Operator shall not, without the prior written consent of the Airport-Operator, in any way conduct any business at the Airport other than the business permitted and agreed with the Airport-Operator.

5. Specific Use of The Common Use and Exclusive Use Areas

- 5.1 The Common Use and Exclusive Use Areas and the Common Use Facilities shall be used by the Operator subject to the terms and conditions of this CoU and only for the purposes of conducting the business referred to in clause 2.4 above.

- 5.2 The Operator shall not conduct its business and/or other activities at the Airport in any manner which unlawfully interferes with and/or materially and unreasonably adversely affects the –
 - 5.2.1 use of the Airport by Passengers and the general public; and/or
 - 5.2.2 business and/or activities at the Airport of –
 - 5.2.2.1 Other Airlines or Aircraft and/or users of the Airport; and/or
 - 5.2.2.2 Airport-Operator, and/or any of their respective agents, subcontractors and contractors.
- 5.3 The Operator shall, at all times, ensure that precautions are adopted and taken to prevent loss or damage to the property or the environment or Injury to any Person at the Airport.
- 5.4 If reasonably possible, Airport-Operator will notify the Operator before it makes any service or facility at the Airport unavailable, subject to other conditions mentioned herein.
- 5.5 If, at any time, due to safety, security, or operational maintenance or new development requirements, Airport Operator considers it necessary to declare the Common Use Facilities at the Airport to be wholly or partly unavailable for use by Airline, Airport-Operator will use its reasonable endeavours to identify alternative facilities and services which might be available for use by the Airline. Airport-Operator shall not be responsible/liable in any manner whatsoever for any direct/ indirect losses or any consequences thereof due to change in facilities and services. Airline acknowledge that, in doing so Airport-Operator will need to balance the needs of all affected parties so far as Airport-Operator reasonably can.
- 5.6 Airport-Operator shall have the right at any time to close the Airport in its entirety or any portion thereof to deny the use of the Airport or any portion thereof to any individual or group/entity, when any such action is considered necessary and desirable to avoid endangering persons or property and to be consistent with the safe and proper operation of the Airport.
- 5.7 Allocation of terminals and access to facilities will be managed and regularly reviewed by Airport-Operator, having regard to their availability, capacity constraints and the best use of Common Use Facilities.

6. Ground Handling Services

- 6.1 The Airline shall, subject to clause 4.1.2 hereof, be entitled to provide Ground Handling Services to its Aircraft at the Airport by either –

- 6.1.1 Providing the Ground Handling Services itself, subject to such terms and conditions as Airport-Operator may from time to time determine, provided that the Airline shall only be entitled to provide such services itself if it is entitled to do so under the DGCA circular bearing AIC Sl. No. 03/2022 dated 25th February 2022 pertaining to ground handling services; or as amended from time to time.
- 6.1.2 Appointing a third party to provide the Ground Handling Services; provided that such third party shall –
 - 6.1.2.1 Be entitled to provide such services in terms of the Applicable Laws; and
 - 6.1.2.2 Has been appointed by the Airport-Operator to provide Ground Handling services at the Airport; provided that it shall not be unreasonable for Airport-Operator to demand a right to trade fee from such third party and provided further that should appointment of such third party expires or be terminated by Airport-Operator at any time for any reason whatever, the Airline shall as soon as reasonably possible terminate its appointment of such third party.
- 6.2 The Airline shall, upon request –
 - 6.2.1 Notify Airport-Operator in writing within thirty (30) days of the request, of the manner in which and by whom Ground Handling Services will initially be provided to its Aircraft at the Airport, together with a schedule of all Ground Handling Services performed by third parties in terms of clause 6.1.2; and
 - 6.2.2 Advise Airport-Operator of any change within thirty (30) days of matter being referred to in clause 6.2.1.
- 6.3 In performing Ground Handling Services, the Airline shall, comply with all Applicable Laws and the standards prescribed by ICAO and IATA.
- 6.4 The Operator authorized to undertake Ground Handling at the Airport shall at all times:
 - 6.4.1 deploy and ensure the required number of staff, facilities, and resources (directly or through its authorized agents) for Ground Handling services to a level satisfactory to and/or prescribed by the Airport, and ensure that the safety, security, and operational efficiency of the Airport is maintained.
 - 6.4.2 ensure compliance with Airport Operator's performance and efficiency standards. If any authorized agency engaged by the Operator fails to meet or is in breach of Airport Operator's performance and efficiency

- standards, the Operator shall undertake appropriate steps in order to maintain the said standards.
- 6.4.3 Ensure that cabin and cockpit cleaning, emergency and line maintenance, refuelling, provisioning, aircraft safety inspections, security inspections, the loading and offloading of Baggage, cargo, mail and Passengers in respect of the Airline's Aircraft and all other activities associated with Aircraft turn-around, shall be performed at the Aircraft parking location designated by the Airport-Operator in respect of such Aircraft in terms of clause 22.
- 6.4.4 ensure that the maintenance and exterior cleaning of Aircraft (other than emergency and line maintenance) and any other technical and/or other service in respect of the Airline's Aircraft, shall not be performed at any aircraft parking location but shall be performed, at the Airline's cost, at an aircraft maintenance hangar or other facility designated by Airport-Operator from time to time.
- 6.5 Notwithstanding anything to the contrary in this CoU, the Airport- Operator shall be entitled, on reasonable grounds, to regulate and restrict the provision of any Ground Handling Services in order to –
- 6.5.1 Promote safety and security at the Airport;
- 6.5.2 Discourage and minimise congestion of, and improve efficiency at the Airport' apron (including, without any limitation, by vehicles, equipment and personnel); and
- 6.5.3 Address any emergency conditions at the Airport, including, without any limitation, by requiring the Airline to move its Aircraft from any gate or remote stand location within a time that is reasonable in the circumstances, failing which Airport-Operator shall be entitled to tow the Airline's Aircraft from such gate or remote stand at the Airline's cost and risk, provided only that the party so towing the Airline's Aircraft shall –
- 6.5.3.1 Be authorised to do so by the Airport-Operator;
- 6.5.3.2 Have the requisite expertise and training; and
- 6.5.3.3 Be fully insured against any loss or damage that may be caused to the Airline and/or its Aircraft during the towing process.

7. Airside and Other Services

- 7.1 The Airline shall, subject to the terms and conditions of this CoU, be entitled to—

- 7.1.1 Supply goods (including, but not limited to, aviation fuel) and/or other services to its Aircraft at the Airport subject to such terms and conditions as Airport-Operator may determine from time to time; and
- 7.1.2 Appoint any third party to provide any of the goods and/or services referred to in clause 7.1.1; provided that the provisions of clause 6.1.2.1, 6.2 and 6.3 shall apply mutatis mutandis.

8. In-Flight Catering Services

- 8.1 The Operator shall, in respect of flight catering, at all times engage and transact with the flight catering agencies as approved/authorized/designated by the Airport-Operator from time to time.
- 8.2 The Operator shall be entitled, subject to the terms and conditions of this CoU to –
 - 8.2.1 Prepare (where appropriate and whether at an Exclusive Use Area at the Airport or not) and deliver to the Airline's Aircraft at the Airport -
 - 8.2.1.1 Previously prepared food, packaged food, snacks, beverages, any other consumables and ancillary catering supplies for use or consumption by Passengers and crew aboard such Aircraft only; and/or
 - 8.2.1.2 Duty-free goods for sale only on the Airline's International Flights.
 - 8.2.2 Appoint any third party to provide services in respect of such preparation and/or delivery on the same terms and conditions mutatis mutandis as clause 7. 1. 2.
- 8.3 The Operator shall comply with the Applicable Laws directly or indirectly relating to –
 - 8.3.1 The preparation and/or delivery of all previously prepared food, snacks, beverages, any other consumables and/or ancillary catering supplies; and/or
 - 8.3.2 Duty free goods, their sale and/or purchase on Aircraft.

9. The Common Use Facilities and Common Use Areas

- 9.1 The Operators, its employees, agents, representatives, subcontractors and Airside Service Providers shall be entitled to use the Common Use Facilities and Common Use Areas –

- 9.1.1 On a non-exclusive basis;
- 9.1.2 Jointly, together with other Airlines at the Airport and other Operators of the Airport (including, without any limitation, Passengers and cargo);
- 9.1.3 At such locations and times, in such manner and for such time periods as Airport-Operator may determine from time to time; and
- 9.1.4 Subject to the terms and conditions of this CoU and Applicable Laws.
- 9.2 Airport-Operator will ensure that the Common Use Facilities and Common Use Areas will be regularly and properly maintained in accordance with best standards and practices.
- 9.3 Airport-Operator does not make any representation or warranty in connection with the use of the Airport.

10. In-Bound and Out-Bound Baggage Handling System

- 10.1 The Operator shall, subject to clause 10.2, 10.4 and 10.5, be obliged to use the In-Bound and Out-Bound Baggage Handling Systems for the purposes only of moving the in-gauge baggage of its Passengers, provided that Airport-Operator shall not be responsible for or obliged to in any manner whatever –
 - 10.1.1 Deliver any baggage to the Airline's Aircraft;
 - 10.1.2 Retrieve any baggage from the Airline's Aircraft;
 - 10.1.3 Place any baggage onto the In-Bound Baggage Handling System;
 - 10.1.4 Deliver any baggage to any baggage claim facility;
 - 10.1.5 Place any baggage onto the Out-Bound Baggage Handling System;
 - 10.1.6 Deliver any baggage from the Out-Bound Baggage Handling System to the Airline, any third party appointed in terms of clause 6.1.2 and/or any of their respective employees, representatives, agents and/or subcontractors; and
 - 10.1.7 provide any other handling or other service of any nature whatever in relation to any baggage and/or the In-Bound and/or Out-Bound Baggage Handling Systems.
- 10.2 The Airline shall, when using the In-Bound and/or Out-Bound Baggage Handling Systems –
 - 10.2.1 staff the relevant baggage handling system with sufficient, properly trained employees and shall ensure that all such employees wear Personnel Protective Equipment in compliance with Airport-Operator's aviation safety and Occupational Health Safety requirements for the time being;

- 10.2.2 perform the services referred to in clause 10.1.1 to 10.1.7 inclusive and use the baggage handling systems (and any portion, section and/or subsystem thereof which may be assigned by Airport-Operator to the Airline from time to time) in accordance with the terms and conditions of this CoU;
 - 10.2.3 ensure that proper background checks are carried in respect of the staff prior to deploying them for baggage handling services; and
 - 10.2.4 ensure that staff deployed for baggage handling services abide by all security rules and regulations issued by the Governmental Authority and the Airport-Operator.
- 10.3 Airport-Operator will ensure that the In-Bound Baggage Handling Systems and Out-Bound Baggage Handling Systems will be regularly and properly maintained in accordance with applicable specifications.
- 10.4 Only Baggage which is not in-gauge or which is fragile may be processed utilising the infrastructure provided for moving out of gauge and/or fragile baggage.
- 10.5 The Airline may, in exceptional circumstances, where Baggage has been checked in at the last minute, be permitted to utilise the infrastructure referred to in clause 10.4, subject to procedures agreed to with the Airport-Operator from time to time.

11. Common Hold Baggage Screening, Baggage Reconciliation and CUTE systems

- 11.1 The Airline shall, subject to clause 9 hereof, be obliged to use the Common Hold Baggage Screening system, the Baggage Reconciliation System and the CUTE system in respect of any category of Passengers required for the time being, for the purposes of checking and screening (collectively "**screening**") of all Baggage departing on all flights by the Airline's Aircraft, which screening shall be performed in accordance with all Applicable Laws, legislation, regulations and BCAS standards.
- 11.2 The Airline shall ensure that it undertakes screening of all hold baggage on Flights departing from the Airport in accordance with BCAS and ICAO standards and recommended practices.
- 11.3 The Airline shall utilise the Baggage Reconciliation System as provided by Airport-Operator for the purposes of reconciling Baggage and may only revert to manual systems of Baggage reconciliation if the Baggage Reconciliation

System is unserviceable. Airline is required to achieve 100% reconciliation of Baggage at all times.

- 11.4 The Airline shall utilise the CUTE, CUSS and SBD Counters provided by the Airport-Operator at the Airport, including the boarding gate readers, unless they are unserviceable.
- 11.5 The Airline shall endeavour to ensure that over 95% of its passengers are web Checked-in and maximise the usage of SBD Counters.
- 11.6 Notwithstanding anything to the contrary in this CoU, the Airport-Operator shall not be responsible for or obliged to provide any services in respect of the screening, provided that it shall be responsible for providing the infrastructure for the Common Hold Baggage Screening System, the Baggage Reconciliation System, CUTE, CUSS and SBD Counters.
- 11.7 The Airline shall, to the extent that same may be reasonably possible, ensure that its equipment and systems are compatible with and capable of interfacing with the equipment provided by the Airport-Operator for the provision of the services contemplated herein.

12. Cargo

The Airline shall, subject to clause 9, be entitled to use the Common Use Areas and Common Use Facilities for the purposes of carrying cargo on its Aircraft (and for purposes necessarily ancillary thereto); provided that –

- 12.1 The Airline shall only use the areas and facilities for processing cargo at the areas which are designated by the Airport-Operator for this purpose from time to time; and
- 12.2 Cargo shall be screened and checked for safety and security purposes by the Airline in accordance with Applicable Laws, ICAO and IATA standards.

13. General Security

The Operator shall be entitled, at its cost, to implement security measures in order to protect its Aircraft, vehicles, equipment, Exclusive Use Areas (if any) and any Baggage in the Airside Area which is being loaded onto or off-loaded from its Aircraft at the Airport, by means of its own employees or a third party appointed by the Airline in terms of clause 6.1.2 mutatis mutandis –

- 13.1 Such security measures are implemented in a manner reasonably acceptable to the Airport-Operator and is in full compliance with any and all –

- 13.1.1 BCAS and/or IATA regulations or requirements for the time being;
and
- 13.1.2 Applicable Laws as amended or substituted from time to time.
- 13.2 The Operator shall notify the Airport-Operator in writing, of the manner in which and by whom such security measures will be implemented and furnish a schedule of all such security measures.
- 13.3 The Operator shall undertake following security measures:
 - (i) It shall permit only authorized personnel who are on duty and for a valid purpose to enter into the Aircraft.
 - (ii) The person so entering the Aircraft shall be frisked and the articles carried by him shall be checked thoroughly by the staff of the Operator.
 - (iii) Any item taken on to the aircraft shall also be subjected to thorough security check by the Operator.
 - (iv) Passengers shall be permitted for embarkation after security clearance by CISF on the basis of valid boarding cards.
 - (v) Any Baggage carried by Passenger in hand shall be permitted subject to security clearance by the CISF.
 - (vi) In case of high alert and on specific instruction of the BCAS/CISF, the Operator shall undertake a second ladder point frisking of Passengers/ checking of hand baggage.

14 Inadmissible Passengers

- 14.1 It is the responsibility of the inbound Airline to make sure that Passengers travelling to India have proper documentation. In the event of an inadmissible passenger arriving to India, it is the sole responsibility of the Airline to arrange and cover the cost of a return ticket to return such passenger to their country of origin.
- 14.2 After receiving the Inadmissible Passenger Form from the Immigration Authorities, the inbound Airline must ensure the removal of the passenger from the country on the next available flight to the airport of origin. If the inbound Airline's aircraft is not a turnaround operation, in most cases the passenger must be removed from the country on the next departing flight within 24 hours following that arrival.
- 14.3 During the waiting time based on the above points, the inbound Airline shall take full responsibility for the passenger's welfare at the Airport and provide all necessary amenities. If the Airline does not have a scheduled flight, or has no available space on that flight, within 24 hours of arrival of the inadmissible

passenger, the Airline should arrange for the passenger to be returned on another Airline and bear full costs of the ticket.

14.4 The Airline shall provide the Airport-Operator with the final date of departure of the inadmissible passenger.

15 Baggage Enquiries Counter and Storage Facility

15.1 The Airline may, subject to clause 23, request that the Airport-Operator allocates space to the Airline on an exclusive basis an area of the Airport designated by the Airport-Operator for the purposes of operating a Baggage Counter and Baggage Storage Facility, provided that the allocation of the area shall be at the sole discretion of the Airport-Operator.

15.2 The Baggage Storage Facility shall only be used for the storage by the Airline of lost, damaged or replacement Baggage carried on the Airline's Aircraft and any other goods, article or thing left on any Airline's Aircraft by any person.

15.3 The Airline shall ensure that the Baggage Counter and the Baggage Storage Facility is effectively and efficiently managed and operated to the Airport-Operator's reasonable satisfaction.

15.4 The Airline shall be solely liable for any loss, mishandling, damage and/or theft in respect of any Baggage, goods, article or thing while at the Baggage Counter and/or in the Baggage Storage Facility.

15.5 The Airlines shall provide arrival baggage source message (BSM) information, at least 30 minutes prior to actual flight arrival to enable that all arrival Baggage can be read by the arrival bag tag reader machines installed at input conveyors for the baggage breakup area (BBA).

15.6 The Airlines shall abide by all procedures and protocols of Government/regulators/Airport-Operator.

16 International and Domestic Baggage Claim Facilities

The Airline shall, subject to clause 9 hereof, be entitled to use the International Baggage Claim Facility and/or the Domestic Baggage Claim Facility for the purposes of allowing the Airline's passengers arriving at the Airport on its International and/or Domestic Flights, to retrieve their Baggage; provided that the Airline shall be solely liable for any loss, mishandling, damage and/or theft in respect of any such Baggage arising out of the operation of such facility by the Airline or its Ground

Handling service provider, save as may have been occasioned by the wilful default of the Airport-Operator.

17 Flight Information Display Systems (FIDS) And Baggage Information Display Systems (BIDS)

17.1 The Airline shall be obliged to have –

17.1.1 Information in respect of the arrival and departure of its International Flights and Domestic Flights displayed on the FIDS; and

17.1.2 Details of the baggage carousel location for each of its International and Flights and Domestic Flights displayed on the BIDS.

17.2 The Airline acknowledges and agrees that the Airport-Operator shall be obliged to –

17.2.1 Display Airline's flight specific information on the FIDS and the BIDS with regard to the departures and arrivals of any Aircraft at the Airport;

17.2.2 Update Airline's flight specific information on the FIDS and the BIDS with regard to the departures and arrivals of any Aircraft at the Airport; and

17.2.3 Display the FIDS and the BIDS (and the information displayed thereon) at suitable locations (whether on or outside the Airport) and in such manner as may be determined by the Airport-Operator in consultation with the stakeholders.

17.3 The Airline shall, subject to clause 26.3 hereof, provide the Airport-Operator with written details of all its Domestic and International Flights to and from the Airport (including schedules of all such flights, which schedules shall be in a SSIM format or such other format as Airport-Operator may reasonably require) and any other information which Airport-Operator may reasonably require from time to time –

17.3.1 ninety (90) days in advance in respect of each International Flight; and

17.3.2 thirty (30) days in advance in respect of each Domestic Flight.

17.4 The Airline shall provide the Airport-Operator with written details of any deviations from the schedules provided in terms of clause 26.3 within a reasonable period of time after the Airline becomes aware of such deviation.

17.5 The Airline shall, before 23:59 hours on each day in respect of each of the Airline's Aircraft as shall have arrived at or departed from the Airport during the course of the day, give the Airport-Operator's operations control centre

(AOCC) at the Airport confirmation (by means of standard template provided by the Airport-Operator) of –

- 17.5.1 The aircraft's registration number;
- 17.5.2 whether any dangerous or hazardous goods, products or materials were on board the Aircraft;
- 17.5.3 Actual time of departure of the Aircraft;
- 17.5.4 Actual time of arrival of the Aircraft;
- 17.5.5 Type of Aircraft;
- 17.5.6 Delay code in standard IATA format for delayed flights
- 17.5.7 The number of –
 - 17.5.7.1 passengers;
 - 17.5.7.2 crew members;
 - 17.5.7.3 transit passengers;
 - 17.5.7.4 persons under the age of two years;
 - 17.5.7.5 transfer passengers on board the Aircraft; and
 - 17.5.7.6 the weight (in kilograms) of mail and cargo on board the Aircraft.

17.6 The Airline shall share with the Airport-Operator, information in respect of passenger loads, dead load, VVIP movements if any, change of equipment / schedule / seating config, aircraft emergencies, and other emergencies such as sick passenger on board, etc.

17.7 Where the facility to do so exists (such as, for example, by the installation of the necessary facilities on the CUTE system), the information referred to in clause 26.3 may be provided to Airport-Operator's control centre electronically, in real time.

17.7.1 The Airline shall provide to the Airport-Operator's control centre the passenger manifest of all flights through email;

17.7.2 The Airline shall provide to the Airport-Operator's control centre the booked passenger loads one day prior to flight operations for better resource planning

18 Airport's Lost and Found Counter

The Airline shall, subject to clause 9 hereof, be entitled to use and have access to the Airport's lost and found counter. The Airline acknowledges and agrees that –

18.1 The Airport's lost and found counter will be provided by the Airport-Operator only for the temporary storage of goods, articles and other things –

18.1.1 Found at the Airport (other than on Aircraft); and

- 18.1.2 Lost or appearing to be lost by any person.
- 18.2 The Airport-Operator shall maintain lost and found materials as per policy laid down by them.

19 Public Address and Paging System

The Airline shall, subject to clause 9, be entitled to –

- 19.1 Have access to the public address and paging system for the purposes of making announcements relating to its International and/or Domestic Flights in the public areas of the Airport, subject to regulations made in this regard by the Airport-Operator from time to time;
- 19.2 Use the public address and paging system; provided that such system shall only be used by the Airline –
 - 19.2.1 In the Holding Lounge at the relevant departure gate for its Aircraft or at such other location as may be made available by the Airport-Operator from time to time;
 - 19.2.2 For the purposes of announcing the boarding of the Airline's Aircraft, provided that such access and use shall conform to generally accepted international standards; and
 - 19.2.3 Notwithstanding anything to the contrary contained in this clause, the Parties acknowledge the international trend towards “silent airports” and agree to co-operate with each other in working towards implementing such a policy at the Airport.

20 Holding Lounges

- 20.1 The Airline shall, subject to clause 9, be entitled to use and have access to the –
 - 20.1.1 Relevant Holding Lounge for the purposes of arranging the boarding of its Passengers onto its Domestic and International Flights; and
 - 20.1.2 Departure gates assigned to the Airline in terms of clause 26.7; provided that the Airline shall only be entitled to use the departure gate during the period allotted to the Airline by the Airport-Operator and only for the purposes of the Airline's relevant Domestic Flight or International Flight (as the case may be).
- 20.2 The Airline acknowledges and agrees that the Airport-Operator may, having regard to all relevant circumstances including aircraft parking stand location,

reasonably assign any departure gate in the relevant Holding Lounge to the Airline for the purposes of the Airline's Domestic or International Flights.

21 Common Use Check-In Counters, Terminals, Systems and Kerbside Check-In Facilities and Systems

The Airline shall, subject to clause 9, be entitled to use and have access to the Kerbside Check-In Counters (if any and made available), Common Use Check-In Counters and the computer terminals and software giving access to the Airport-Operator's systems and which may be provided at such counters by the Airport-Operator and/or any third party appointed by the Airport-Operator, provided that –

21.1 The Airline shall only use the Common Use Check-In Counters and Kerbside Check-In Counters and computer terminal/s assigned to the Airline by the Airport-Operator, provided that the Airline acknowledges and agrees that the Airport-Operator shall be entitled, in accordance with commercial and efficiency criteria, to –

21.1.1 Review the number and type of Common Use Check-In Counters and Or Kerbside Check-In Counters and/or computer terminals assigned to the Airline on a daily basis having regard, without any limitation, to the actual and/or anticipated usage of such counters and/or computer terminals;

21.1.2 Reassign any such counters and/or computer terminals to other Airlines at the Airport from time to time; and

21.1.3 Modify the number and location of any such counters assigned to the Airline for the time being.

21.2 The Airline shall operate and use such computer terminals and the Airport-Operator's systems in accordance with the terms and conditions of this CoU. The Airline acknowledges and agrees that the Airport-Operator shall be entitled to monitor the Airline's use and operation of such counters, computer terminals and the Airport-Operator's systems from time to time, provided that the Airport-Operator shall not be permitted to monitor, or have access to, the Airline's Systems or confidential information.

21.3 The Airline shall ensure that after the Airline has completed its operations at each counter assigned to it in terms of clause 26.6 –

21.3.1 Such counter is left in a clean and tidy state;

21.3.2 Failing which, Airport-Operator shall be entitled, at the Airline's cost and without prejudice to any of its rights under this CoU, or at law, to

clean and tidy the counters and immediately adjacent areas. Cost incurred for the same shall be payable by the Airline to the Airport-Operator on demand.

22 Aircraft Parking

The Airline shall be entitled, subject to Clause 9, to park its Aircraft at the Airport; provided that –

22.1 The Airline's Aircraft shall only be parked in an area designated by the Airport-Operator from time to time (but having regard, *inter alia*, to the Airline's daily schedule of its Domestic Flights and International Flights), including, without any limitation, an area which is not a formally demarcated parking stand. The Airline acknowledges and agrees that the Airport-Operator shall not be obliged to warrant or ensure that –

22.1.1 Every request by the Airline for any specific parking locations shall be granted by the Airport-Operator; and/or

22.1.2 The same parking location will be allocated by the Airport-Operator to the Airline.

22.2 The Airline shall ensure that –

22.2.1 Sufficient ground handling equipment and sufficient suitably qualified personnel are available at all times to ensure that the Airline's Aircraft may be moved at any time if the Airport-Operator so requests;

22.2.2 The equipment and personnel referred to in clause 33.3 are at all times, in possession of a valid airside vehicle and driving permits issued by the Airport-Operator;

22.2.3 The Airline's Aircraft shall be moved, at any time after the disembarkation of its Passengers and if the Airport-Operator so requests, from its initial parking location to any other parking location determined by the Airport-Operator for one of the following reasons: where the Airline's Aircraft parks in the initial parking location beyond its permitted time or for the purposes of maintaining the safety, security and efficient operation of the Airport;

22.2.4 The Airline's Aircraft is parked in the parking location designated by the Airport-Operator in terms of clause 26.8 for the specific period of time designated by the Airport-Operator;

22.2.5 The parking stand and passenger boarding bridge used in respect of the Airline's Aircraft, shall, after such use, be left in a condition that in no way restricts the efficient operation, safety, security, arrival and

departure of any other Aircraft and/or passengers and/or the business and/or activities of other Airlines of Aircraft or users of the Airport; and

22.2.6 The aircraft rotation information is provided to the Airport-Operator on a daily basis for efficient parking stand planning.

22.3 Should the Airline's Aircraft not be moved from any parking location at the Airport within a reasonable time after the Airport-Operator has requested such move in accordance with the provisions of this CoU, the Airport-Operator shall be entitled to tow the Aircraft, at the Airline's sole cost (payable to Airport-Operator on demand) and risk to another parking location at the Airport provided only that the party so towing the Airline's Aircraft shall –

22.3.1 Be authorised to do so by the Airport-Operator;

22.3.2 Have the requisite expertise and training; and

22.3.3 Be fully insured against all or any loss or damage that may be caused to the Airline and/or its Aircraft during the towing process.

23 Exclusive Use Areas

The Airline shall be entitled to request in writing that Airport-Operator grants approval to the Airline on an exclusive basis, to use certain areas ("**Premises**") at the Airport designated by the Airport-Operator from time to time. As soon as reasonably possible after receipt by the Airport-Operator of such request, the Parties shall enter into negotiations in good faith with regard to the conclusion of an appropriate written license agreement; provided that, unless otherwise agreed to between the Parties in such agreement –

23.1 The premises shall be accepted by the Airline on an "as is" condition;

23.2 The Airline shall be solely responsible for effecting any repairs, maintenance, alterations and/or improvements to the Premises, which repairs, maintenance, alterations and/or improvements shall, subject to the prior grant of all approvals, permits, consents and the like by any local and/or other governmental authority (where appropriate in the circumstances), be effected –

23.2.1 At the Airline's cost;

23.2.2 Subject to the prior written approval of the Airport-Operator; and

23.2.3 By a third party appointed by the Airline with the prior written consent of the Airport-Operator.

23.3 All permanent improvements (including, without any limitation, all fixtures and fittings of any nature whatsoever) effected by the Airline to the Premises shall

become Airport-Operator's sole property upon termination or expiry of this CoU and the Airport-Operator shall not be obliged to compensate the Airline in respect thereof in any manner whatsoever.

- 23.4 Should the Airline wish to operate an exclusive counter for the purposes of selling air tickets and for purposes ancillary thereto, the Airline acknowledges and agrees that, in addition to the provisions of this clause 23 –

23.4.1 Such counter shall only be used by the Airline for the purpose of selling tickets for air travel and for purposes necessarily ancillary thereto;

23.4.2 It shall require Airport-Operator's prior written consent, which shall not be unreasonably withheld, for the design and construction of such counter and for all notices, signage and displays at the counter from time to time; and

23.4.3 The Airline shall, unless otherwise agreed between the parties in writing, bear and pay all costs of the design and construction of such counter.

- 23.5 Should the Airline wish to operate an exclusive area for GSE and for purposes ancillary thereto, the Airline acknowledges and agrees that, in addition to the provisions of clause 23.2 –

23.5.1 Such GSE area is only used by the Airline for the purpose of storing GSE's and for purposes necessarily ancillary thereto;

23.5.2 The Airline shall be responsible for proper housekeeping of the GSE area to the satisfaction of the Airport-Operator. In case of default, Airport-Operator shall without any prejudice to its rights under this CoU or under the law, at the Airline's cost and risk, after giving a notice to this effect to the Airline, get the area cleaned and recover the cost incurred from the Airline. The Airline shall make the payment to the Airport-Operator as and when such a demand is made by the Airport-Operator to the Airline.

- 23.6 Airport-Operator shall be entitled to have access to the Premises, at all reasonable times and on reasonable notice to the Airline, for any reason whatever, including, without any limitation, for the purposes of inspections, security, safety, health and welfare and for the purposes of viewing the Premises with prospective tenants and/or purchasers and in the event of emergencies and/or in terms of any order by any court or governmental and/or other competent authority.

24 Emergency Management System

- 24.1 Airline shall acquaint itself with, and take full cognisance of, the Aerodrome Emergency Response Plan (AERP). The Airline acknowledges receipt of the AERP and acknowledges that the procedures set out therein will be communicated to its entire responsible staff. The Airline hereby acknowledges that it is familiar with the following provisions of the AERP –
- 24.1.1 Alarm notification procedures for the assessment of, and co-ordinated response to, an Aircraft accident;
 - 24.1.2 Check lists to assist management members required to direct disaster response activities on behalf of the Airline;
 - 24.1.3 Check lists and organisational aids required during disaster response; and
 - 24.1.4 Check lists based on the regulatory requirements applicable to the Airport.
- 24.2 The Airline acknowledges that the AERP guide does not contain aircraft accident prevention or investigation procedures but is designed to provide for the key elements and vital actions that are suggested to be undertaken during an emergency for an effective response to an emergency situation.
- 24.3 The Airline acknowledges that the response plan establishes recommended actions and guidelines but it does not attempt to include all emergency response procedures that may be required in a given situation.
- 24.4 The Airline acknowledges that the AERP is intended to guide the Airline in preparing the Airline's local emergency response plans for an appropriate response by the Airline to any major incident or accident at the Airport .
- 24.5 Airlines shall sign the disabled aircraft recovery plan.
- 24.6 The Memorandum of Understanding for hospitalization of injured Passengers and Crew Member in the event of an aircraft accident shall be signed by the Airline.

25 Safety Management and Enforcement System

- 25.1 The Airline hereby agrees that in the interest of safety on the Airside Area, it is necessary for the Airport-Operator to administer and implement the Safety Management System (SMS) which will, of necessity, include sanctions in the form of warnings and monetary penalties and the suspension and/or withdrawal of airside permits to ensure compliance. The Airline hereby acknowledges that the Safety Management System and the enforcement system will address, *inter alia*, the following –

- 25.1.1 The serviceability of vehicles and equipment and ensure that it is always in a well-maintained state to avoid any risk at airside;
 - 25.1.2 Removal and impoundment of unsafe vehicles and equipment;
 - 25.1.3 Induction training for airside employees (including those of the Airline);
 - 25.1.4 Driving safety in the Airside Area and installation of driver/ vehicle monitoring system interfaced with the Airport-Operator's SMS;
 - 25.1.5 Incident / accident reporting and co-ordination for investigation;
 - 25.1.6 Compliance with legislation relating to safety on the Airside Area, SMS Manual and safety standard operating protocol.
 - 25.1.7 Providing safety data and information in a timely manner as required by the Airport-Operator's SMS;
 - 25.1.8 Participation in the Airport-Operator's safety meetings and active involvement and support for effective implementation of Airport-Operator's SMS; and
 - 25.1.9 Encourage staff for active participation in voluntary safety reporting system of Airport-Operator and promote positive safety culture.
- 25.2 Airport-Operator agrees that its personnel responsible for the administration and implementation of the safety enforcement system, as referred to in clause 25.1, will be suitably trained for the job at hand.

26 Slots and Airport Operations Control Centre

- 26.1 Operator shall not operate to or from the Airport without first obtaining slots from the Airport-Operator. Airline is required to operate at the times allocated by the Airport-Operator.
- 26.2 Airline's slot performance and adherence is monitored according to the confirmed coordinated slot times. Airport-Operator will monitor slot adherence, analyse and take appropriate action to address any misuse or abuse. Airline is required to cooperate and provide any information requested by Airport-Operator during analysis.
- 26.3 Airline subject to unforeseen operational delays should contact AOCC to advise the expected time of arrival and departure. There is no need to request a new slot in cases of unforeseen operational delays where the operation will take place within twenty-four (24) hours of the agreed slot time. Examples of unforeseen operational delays include aircraft technical issues or weather conditions that could not have been planned for.

- 26.4 General Aviation Airline are required to contact AOCC via email prior to operation for obtaining arrival or departure slot.
- 26.5 All ad hoc landing permissions issued by DGCA are subject to the availability of compatible parking stand for the specified aircraft on the required apron, terminal capacity for passenger flights and resource availability for the complete turnaround operation.
- 26.6 Check-in counters will generally be allocated for Scheduled Time of Departure (STD) minus three hours for domestic flights and STD minus four hours for international flights, till STD minus one hour for international flights and domestic flights for any type of Aircraft (wide body or narrow body). Airline to provide book load of their flight in advance (at least 48 hours prior to the date of STD). Counters will be assigned based upon evaluation by AOCC including booked load. No fixed allocation of Counters will be made to the Airline, The allocation can change based upon operational or maintenance requirements. Counters for special services like Crew, First Class, Business Class, etc shall be allocated subject to availability.
- 26.7 Boarding gate will be assigned by AOCC based upon requirement and availability. Airline operating flights from contact stands (PBB) with more than three (3) hours of ground time shall shift their Aircraft to a remote stand after disembarkation of their Passengers and Baggage so as to optimize the usage of contact stand as and when requested by the Airport-Operator. Shifting of the Aircraft must take place as mentioned below:
- 26.7.1 Narrow body Aircraft: Sixty (60) minutes from the “on blocks” of Aircraft.
- 26.7.2 Wide body Aircraft: Ninety (90) minutes from the “on blocks” of Aircraft.
- 26.8 Parking Responsibility: As and when the Airport-Operator instructs, the Airline of any Aircraft parked or stored at the Airport shall move the said Aircraft from the place where it is parked or stored. On failure of the Airline to comply with such instructions, the Airport-Operator may move the Aircraft at the expense of Airline or Aircraft owner. Airport-Operator shall not be held responsible/liable, in any manner whatsoever, in case of any damage to the Aircraft during the process of such removal.
- 26.9 Airline will actively participate in ACDM and provide information required for ACDM application.
- 26.10 The Airlines must ensure the compliance with IATA Resolution 753: Airlines Implementation Plan Hub and Network.

27 IT Requirements

- 27.1 The Airline agrees to take reasonable steps to inform the Airport-Operator in advance of Information Technology (IT) systems or IT infrastructure changes within Airline's organization which Airline's considers will have an impact on the Airport-Operator's operational IT systems.
- 27.2 The Airline must have in place a system for electronic data exchange of SITATEX messages (NMIAL will be using Collins Avinet services for receiving IATA type B messages, or other approved electronic method) between Airline's DCS and Airport-Operator and:
- 27.2.1 Take all reasonable steps to ensure that accurate data is contained within Airline central systems (including any websites) and the DCS at all times;
- 27.2.2 Ensure that in the event of flight cancellation, Airline DCS and website is updated and a valid SITA message (or other approved electronic method) is sent electronically to the Airport-Operator as soon as reasonably possible after the cancellation is identified;
- 27.2.3 Where Airline make any change to or replacement of Airline DCS that has a risk of impacting the wider airport community, Airline must notify Airport-Operator;
- 27.2.4 Airline applications must be certified onto Amadeus CUPPS & CUSS platform;
- 27.2.5 Airlines must support integration with Airport Biometric System for DigiYatra process including SBD related integration;
- 27.2.6 Airlines should comply with the Airport Operator Terrestrial Trunk Radio (TETRA) handsets usage and IT network port usage charges; and
- 27.2.7 Airlines should adhere to the Airport-Operator's IT network cabling standards in the data center ISP room and their respective Airline office rooms.

28 Miscellaneous Obligations, Rights and Entitlements

- 28.1 Notwithstanding anything to the contrary contained in this CoU, the rights granted to the Airline under this CoU shall be subject to compliance by the Airline with the terms and conditions of this CoU, including, without any limitation, Airport-Operator's rights of access in terms of clause 23.6 and clause 37;

- 28.2 Airport-Operator shall be entitled at any time, in the reasonable exercise of its discretion, to close the whole or any portion of any runway, taxiway, the airport apron, the Airside Area, terminal buildings, warehouses and/or any area of and/or improvement on the Airport, for the purposes of implementing safety and/or security measures, effecting repairs, rehabilitation and/or maintenance and/or dealing with any accident, adverse weather conditions, emergency and/or any event of force majeure referred to in 36.4 at the Airport. In such case Airport-Operator shall give prior notice to the Airline of such closure by means of an Aeronautical Information Publication ("**AIP**") / Notice to Airmen ("**NOTAM**") where applicable or such other means as Airport-Operator may reasonably determine.
- 28.3 Such closure may result in the temporary suspension, interruption and/or discontinuance of the use by the Airline of the affected area of the Airport and/or any or all of the Common Use Areas and/or Common Use Facilities.
- 28.3.1 Such closure shall, notwithstanding anything to the contrary in this CoU, not constitute or result in a breach of this CoU by Airport-Operator and shall not entitle the Airline to any claim, set-off, abatement or other reduction or withholding of any amount payable to Airport-Operator under this CoU; and
- 28.3.2 The Airline shall reschedule the arrival and/or departure times of its Domestic Flights and/or International Flights at the Airport to enable the Airport-Operator to complete any action or measures taken by Airport-Operator in terms of clause 25.2 to Airport-Operator's reasonable satisfaction.
- 28.4 In the event of any accident involving any of the Airline's Aircraft at the Airport, the Airline will be responsible for recovery and removal of the disabled aircraft from the movement area. In case the disabled aircraft is not recovered/removed from the manoeuvring area within a reasonable time, the Airport-Operator shall be obliged, in consultation with the Airline, the owner of the Aircraft and the insurers thereof, to initiate such actions as may be appropriate (in accordance with the requirements of DGCA Civil Aviation Requirements), and as contemplated in the Disabled Aircraft Recovery Plan referred to in the AERP in order to make the Airport operational and to return the Airport to the position existing immediately before such accident as soon as reasonably possible. The Airline shall fully co-operate with Airport-Operator in the implementation of such operations and any costs reasonably incurred by Airport-Operator arising out of or pursuant to such operations shall be paid to the Airport-Operator by the Airline on demand.

- 28.5 The Airline shall conduct business and/or other activities at the Airport only during the operating times of the Airport as determined by the then prevailing AIP (or its successor publication), subject to any NOTAMs issued by the Airport-Operator from time to time; unless Airport-Operator otherwise agrees in writing.
- 28.6 Airport-Operator shall use its best endeavours to ensure that the Common Use Areas and Common Use Facilities be maintained and upgraded from time to time. Subject to the foregoing, the Airline accepts that Airport-Operator is not obliged to make any particular alteration, variation, amendment, modification, improvement or enhancement to any of the Common Use Areas and Common Use Facilities.
- 28.7 Any signage, notices, advertisements, displays and/or the like by and/or on behalf of the Airline at the Airport (whether for the benefit of the Airline or any third party) shall require Airport-Operator's prior written consent, and Airport-Operator shall be entitled to direct the location, specification, dimension, quality and period of display thereof; provided that should Airport-Operator grant such consent, the Airline shall remove the foregoing, at its cost and to Airport-Operator's satisfaction on termination or expiry of this CoU for any reason whatever.
- 28.8 Airport-Operator shall not unreasonably grant or refuse to grant any rights at the Airport to any Airside Service Provider or other third party in respect of –
- 28.8.1 The provision and/or performance at the Airport of any -
- 28.8.1.1 Ground Handling Services subject to the provision of clause 6.1 hereof and provisions of DGCA issued Ground Handling Service) Regulations, 2022;
- 28.8.1.2 Services in respect of food, duty-free goods, beverage, retail or other goods; and/or
- 28.8.1.3 Services of any nature whatsoever.
- 28.8.2 Any business and/or other activity at the Airport.
- 28.9 Unless authorized in writing by the Airport-Operator and DGCA, no person shall take still, motion, or sound motion pictures or sound records or recordings of voice or otherwise for commercial, training, educational or any other purposes, or use electronic amplification devices in public areas of the terminal or on the public areas of any facility under the administration of Airport-Operator. The Airport-Operator, its authorized representatives and agents reserve the right to photograph and/or film Airline facilities, vehicles, equipment, personnel and/or Aircraft in the context of general airport operations as part of its efforts to create communication support materials to

establish the context of its operations and client base for use on its website, newsletters and internal and/or international communication vehicles. Any independent media or third-party requests to film or take pictures of specific Airline brands or operations will be referred directly to the Airline's representative for review and approval as required apart from authorization from the Airport-Operator and DGCA.

- 28.10 Any form of data collection, research, survey, promotional activity cannot be undertaken without the permission of Airport-Operator.
- 28.11 Airport-Operator shall use its best endeavours to monitor the extent of the Common Use Areas at the Airport by means of CCTV and/or other cameras for the purposes of ensuring the safety, security and effective and efficient operation of the Airport, in such manner and at such times and locations as Airport-Operator may determine. The Airline acknowledges and agrees that Airport-Operator gives no undertaking and/or warranty of any nature whatever with regard to such monitoring, including, without any limitation, that such area/s will be monitored at all times or that any specific area or occurrence will be monitored and/or that all or any of such cameras will be operational and/or in good working order and condition at all times save that it will use its best endeavours to do so and save that it will maintain and service the applicable equipment.
- 28.12 Airport-Operator does not warrant that the Airline will be granted any licence or consent to carry on any business and/or activities or that any such licence or consent will be renewed and/or re-issued.
- 28.13 Licences and trademarks – The Airport-Operator shall be entitled (and is hereby granted a non-transferable, non-exclusive licence for the period of this CoU) to display, in unmodified form, the Airline's trade marks and/or logos on the FIDS and BIDS (or any replacement thereof) and at such other locations at the Airport as Airport-Operator may determine. The time, manner and location of such display shall be determined by the Airport-Operator and no consideration of any nature whatever shall be payable by the Airport-Operator to the Airline in respect of such display.
- 28.14 The Airline shall not, save in respect of its exclusive use areas, be entitled to install and/or use any flight information display system and/or baggage information display system at the Airport (other than the BIDS and FIDS). The Airline shall not be entitled to license, install, use and/or exploit any technology, equipment and/or machinery at the Airport which is not ordinarily and/or reasonably associated with the conduct of the business referred to in 2.2, without the prior written consent of the Airport-Operator.

- 28.15 Airport-Operator shall be entitled at its cost to vary, modify, enhance and/or improve any of the computer hardware, software, Airport-Operator's systems, technology, equipment and/or the like for the time being used or made available in respect of any of the Common Use Areas, the Common Use Facilities and/or the Airport generally, on seven (7) days written notice to the Airline. In the event such variation, modification, enhancement or improvement led to increased costs on the part of the Airline, Airport-Operator may consult with the Airline in relation thereto. The Airline shall fully co-operate with Airport-Operator with regard to any such variation, modification, enhancement and/or improvement.
- 28.16 No contract labour is allowed at the Airport without written permission from the Airport-Operator and if and when any such labour is allowed, the Applicable Laws must be complied with.
- 28.17 The Airport-Operator shall be entitled to –
- 28.17.1 Adjust, subject to clause 28.6 and clause 9, the assignment to the Airline by Airport-Operator for the time being of any part of the Common Use Areas and/or Common Use Facilities on thirty (30) days written notice having regard to the changing needs of the Airline and/or other users of the Airport and/or for the purposes of the effective and efficient operation of the Airport; and
 - 28.17.2 Reassign, subject to clause 9, any of the Common Use Areas and/or Common Use Facilities between the Airline and other users of the Airport by giving not less than thirty (30) days written notice to the Airline; provided that no such notice shall be required should such reassignment be required by Airport-Operator in the event of the occurrence of any extraordinary circumstances concerning the safety or security of the Airport.

29 Consideration

- 29.1 In consideration for the rights granted under this CoU, the Operator shall pay to the Airport-Operator –
- 29.1.1 The landing, parking, passenger service charges and other charges applicable at rates specified by the Airport-Operator from time to time subject to the provisions of the Applicable Laws and Regulations; and
 - 29.1.2 Airport-Operator's agreed charges in terms of a separate written agreement (if any) between the parties in respect of any supplies, services, warehousing

and/or facilities provided by or on behalf of the Airport-Operator to the Airline and/or in respect of the Airline's Aircraft.

- 29.2 The Operator shall, pay the amounts referred to in clause 29.1 within the allowed credit period from the date of Airport-Operator's raising the invoice in respect thereof, free of exchange and without any setoff, withholding or deduction of any nature whatever.
- 29.3 The Operator shall, pay interest on any overdue amounts payable to the Airport-Operator under this CoU at 18% (or the prevalent rate of interest decided and communicated by Airport-Operator at that point of time) charged, calculated and compounded monthly in arrears from time to time, from the date on which payment of such amount was due until date of actual receipt thereof by Airport-Operator, which interest shall be calculated and payable monthly in arrears. However, any such payment from the Operator shall first be settled towards the arrears and thereafter surplus, if any, shall be adjusted against the principal amount.

29.4 Data Requirements

- 29.4.1 The Operator shall comply with data requests issued by the Airport-Operator for the purposes of invoicing, reconciliations and supporting the planning, operation and performance management of the Airport. Airport-Operator shall be entitled to publish any such information for the purpose of comparing the Operator's performance (e.g. arrival and departure on time performance, slot utilisation, processing time at passenger check in etc.) in such format as it may from time to time determine.
- 29.4.2 The Operator shall, furnish on demand, in such form as the Airport-Operator may, from time to time, determine:
- i) Fleet details including Aircraft type and registration, number of seats, Maximum Take-Off Weight (MTOW in kilograms) of each Aircraft owned or operated by the Airline.
 - ii) Details of the Aircraft's ascertained NOx emissions in respect of each Aircraft owned by the Airline.
 - iii) Details of the noise certification values for sideline, flyover and approach in respect of each Aircraft owned or operated by the Airline.
 - iv) Scheduled time of operation (in UTC) of all flights from point of origin to Airport with flight duration.

- v) Information related to the movement of its Aircraft at the Airport within twenty-four (24) hours of each of those movements. This will include information about the total number of Passengers originating, terminating, exempted category, transiting or transferring (male, female, children, infant, crew, split by travel class), Baggage and the total weight of cargo and mail (expressed in kilograms) embarked and disembarked at the Airport. Additionally, since the mayfly will be published by 1900 hrs, the information about operations for the next day is required before 1500 hrs.
- vi) The Operator shall also provide the Airport-Operator with timely transmission of complete and accurate operational data by direct automatic electronic using (and conforming to) IATA messaging and communication standards, as detailed throughout the data requirements section.

The required operational data includes:

- i) Aircraft type and registration (including aircraft substitutions).
- ii) Variations to schedule (including flight number, aircraft type, number of seats, route and scheduled time of operation).
- iii) Estimated Times of Operation to an accuracy of +/- 5 minutes, including complete delay codes.
- iv) Turnaround linked flight numbers and registrations (including changes).
- v) Delay codes in accordance with IATA AHM 730.
- vi) Movement Messages (MVT).
- vii) Arrival and Departure Load Distribution Messages (LDM).
- viii) Passenger Transfer Message (PTM) for Arriving flights.
- ix) Baggage Information Messages (BIM's)
- x) Automated message confirming loading of Baggage at its point of reconciliation.
- xi) Passenger Service Message (PSM)
- xii) Baggage Transfer Message (BTMs)
- xiii) Diversion Message (DIV)
- xiv) Data regarding flights carrying VIP, VVIP, CIP, Medical etc., if any.
- xv) Data for on block, door close, off block and take off data for every flight shall be shared / integrated by the Operator to the Airport-Operator.

- 29.5 Should the Operator fail to provide any or all of the information and/or details in terms of clause 29, the Airport-Operator shall be entitled to assess the charges ("**Assessed Charges**") payable by the Operator in terms of clause 29 by reference to the manufacturer's maximum design take-off weight and the maximum passenger capacity of the type of Aircraft in respect of which such information and/or details was not provided. The Operator shall, notwithstanding anything to the contrary in this CoU, pay the full amount of the Assessed Charges to Airport-Operator, provided that should the Operator subsequently provide such information and/or details, the Airport-Operator shall refund to the Operator the difference (if any) between the Assessed Charges and the actual amount payable by the Operator in terms of clause 26.1, which refund shall be made by the Airport-Operator within thirty (30) days after receipt by the Airport-Operator of such information and/or details.
- 29.6 The Operator shall on receipt of a written request from the Airport-Operator, permit Airport-Operator and/or its duly authorised representatives (including without any limitation, its legal advisers and/or auditors) to inspect, at the Operator's premises –
- 29.6.1 the Aircraft load sheets in respect of any of the Airline's Aircraft to allow Airport-Operator to verify all details with respect to the Passengers carried on any or all of the Airline's Domestic Flight and/or International Flight during a specified period;
 - 29.6.2 The Aircraft flight manuals to allow the Airport-Operator to verify the weight and noise characteristics of any of the Airline's Aircraft; and
 - 29.6.3 Such other documentation as Airport-Operator may reasonably require in order to verify any of the amounts payable by the Airline under this CoU and shall allow the Airport-Operator and/or its duly authorised representatives to inspect the original copies of any such documentation on reasonable prior notice to the Operator.
- 29.7 Should such inspection reveal a discrepancy of more than 5 % in a calendar year between the amounts paid to the Airport-Operator by the Operator in terms of clause 29.1 and the amounts that should have been paid to the Airport-Operator in terms of clause 29.1, then the Operator shall, without prejudice to Airport-Operator's rights in terms of this CoU or at law, reimburse Airport-Operator for any proven and reasonable costs that it may have expended in conducting such inspection (including, without limitation, any professional fees paid to its legal advisors and/or auditors).

- 29.8 All amounts payable in terms of this CoU are expressed to be exclusive of any present or future Tax payable or levied on account of this CoU. Payment of such Tax shall be to the sole account of the Operator.
- 29.9 The credit policy of the Airport-Operator issued and circulated to the Operator shall be binding for any additional matters related to clause 29 and 30.

30 Deposit

- 30.1 The Operator shall, as security for the fulfilment of its obligations under this CoU and within ten (10) days prior to its commencement of operations at the Airport–
- 30.1.1 Submit a deposit (“**deposit**”) in cash in an amount equal to two (02) months’ consideration referred to in 26.1.1 (considering the billing of peak two months’).
- 30.2 Airport-Operator shall have the right to apply the whole or portion of the deposit towards payment of any amount payable by the Operator in terms of this CoU. If any portion of the deposit is so applied, the Operator shall forthwith reinstate the deposit to its original amount so applied or paid.
- 30.3 The Operator's deposit shall be retained by the Airport-Operator for a period of no more than three (03) months from the date of termination or expiry of this CoU, whereafter the deposit shall, be paid or delivered to the Operator. The Operator shall not be entitled to set off any amount payable by it to the Airport-Operator in terms of this CoU, against the deposit amount for any reason whatever.

31 Insurance

- 31.1 The Operator shall at its own cost and expenses, avail and keep in force the insurance policies, as per the industry standards, covering all risks and liabilities. The Operator shall furnish a copy of the same as and when sought by the Airport-Operator.
- 31.2 The Operator shall maintain insurance with a reputable insurance company for the duration of this CoU, in such sums, or to such extent and against such claims as may be specified from time to time by the Applicable Laws.
- 31.3 Additionally, the Operator shall maintain Motor third party liability insurance of at least INR 15 Crores per event, in the event of the Airline operating motor vehicles on the Airside Area with a reputable insurance company and for the duration of this CoU.

- 31.4 If requested in writing by the Airport-Operator to do so, the Operator shall ensure that a certificate of insurance (reasonably acceptable to the Airport-Operator) in respect of every insurance referred to in clause 31 is delivered to Airport-Operator as proof that such insurance has been effected.
- 31.5 The Operator shall be obliged to give to the Airport-Operator, written notice forthwith, of the cancellation of any such policy for any reason whatsoever.
- 31.6 The Operator shall not do, omit to do or permit anything to be done or omitted which renders void or voidable any insurance policy taken out in terms of clause 31.
- 31.7 If the Operator should at any time be in breach of any of its obligations in terms of this clause 31, Airport-Operator shall be entitled, without prejudice to any of its other rights under this CoU or at law, to rectify the breach at its own expense and to recover the costs of so doing (including any insurance premiums and policy stamp duty), together with interest in accordance with clause 31 from the Operator on demand.
- 31.8 Airport-Operator shall, with a reputable insurance company and for the duration of its operations at the Airport, maintain –
- 31.8.1 Such insurance in such sums, or to such extent and against such claims as may be specified from time to time under Applicable Laws;
- 31.8.1.1 Motor third party liability insurance of at least INR 10,00,000/- (Rupees Ten Lakh Only) per event; and
- 31.8.1.2 War risk liability insurance in such sum as may be stipulated or required by the Air Services Licensing Council or other relevant authorities.
- 31.8.2 Airport-Operator shall not do, omit to do or permit anything to be done or omitted which renders void or voidable any insurance policy taken out in terms of clause 31.

32 Exclusion of Liability and Indemnity

- 32.1 Airport Operator and/or its affiliates, shareholders, officers, employees, directors, representatives, or agents shall not be liable for:
- i) any loss or damage caused by any reason to Operator's Aircraft, equipment, machinery, or the property of the Operator's crew or passengers at the Airport;
 - ii) personal injury caused for any reason to the crew or passengers of, or persons servicing, an Aircraft of the Operator at the Airport;

- iii) any loss incurred by the Operator due to any reason resulting in the closure of the Airport or any part of it and/or unavailability of any service or facility at the Airport;
 - iv) any loss incurred by the Operator and/or any person claiming through the Operator, due to any reason as a result of delays in the scheduled movement of the Operator's aircraft;
 - v) any consequential injury, loss or damage in connection with the use of or closure of the Airport.
- 32.2 Neither of Parties shall have any claim towards the other party and/or against any of the other parties' directors, employees or agents for any indirect, remote or consequential damages of whatever nature, in connection with, arising from or resulting from the CoU except for events and attributed reasons mentioned in clause 33.
- 32.3 The Operator shall defend, indemnify and hold harmless Airport Operator, its affiliates, shareholders, officers, directors, employees, representatives and agents, from and against any claims, losses, liabilities, damages, demands, suits, causes of action, judgments, penalties costs or expenses (including legal costs and attorneys' fees) in respect of acts, omissions or events (**"Claim"**) arising out of any of the following: (a) the Operator's failure to comply with the Applicable Laws; (b) any negligent act or omission or willful misconduct, fraud, or misrepresentation on the part of the Operator, its officers, directors, employees, subcontractors, representatives or agents; (c) any claims made against Airport Operator by the Operator's passengers and/or any third party claims arising out of the Operator's operation at the Airport (d) breach by the Operator of any of its obligations contained in this CoU; (e) any and all employment-related claims asserted by any person employed by the Operator or its sub-contractors or agents, against Airport Operator; (f) all intellectual property claims arising out any software or hardware implemented or deployed at the Airport by the Operator; and (g) in connection with property damage at the Airport, personal injury or death caused by the Operator, its employees, agents, representative, aircrafts and other vehicles of the Operator.
- 32.4 The Operator shall pay the amount as claimed by the Airport-Operator under Clause 32 within thirty (30) days of being notified by Airport-Operator of such Claim.

33 Obligations of the Operator

33.1 General obligations in regard to the Airport

The Operator shall, and shall use its best endeavours to ensure that each of its employees, agents, representatives, subcontractors and directors shall –

- 33.1.1 comply with security (including, without any limitation, firearm control), health (including, without any limitation, in respect of life threatening diseases, illnesses or viruses), safety and emergency measures instituted and/or required by Airport-Operator at the Airport at any time in order to comply with Applicable Laws and the requirements or recommendations of IATA and/or ICAO for the time being.
- 33.1.2 comply with the safety, security and services standards issued and updated time to time by the Airport-Operator and as annexed in Annexure 1 to this CoU.
- 33.1.3 Not contravene or permit a contravention of any Applicable laws or regulations relating to the ownership, possession, occupation or use of the Airport or relating to the conduct of the Airline's business and/or activities at the Airport.
- 33.1.4 Not commit or permit the commission of any nuisance in the Airport.
- 33.1.5 At its cost in the event of any spillage, seepage or leakage (other than in the normal and ordinary course of business) of aviation fuels and/or related products from the Airline's Aircraft at the Airport, forthwith notify Airport-Operator thereof and take all necessary action to limit the effect of such spillage, seepage or leakage. Such action shall be taken in accordance with all relevant standards and specifications and within a specific reasonable time frame to be advised to Airport-Operator by the Airline forthwith after the occurrence of such spillage.
- 33.1.6 Ensure and submit their ESG data on monthly basis, report on improvements, as and when required by Airport-Operator.
- 33.1.7 Ensure and use maximum green label products/ eco products to have greener and zero landfill/waste airport.
- 33.1.8 Ensure that the Common Use Areas, Common Use Facilities, Exclusive Use Areas, Airport apron and the Airside Area is not left in a dirty, untidy and unsanitary condition after use thereof by the Operator, its employees, representatives, agents, subcontractors and/or Airside Service Providers.
- 33.1.9 Not interfere with or alter any electrical or other installations at the Airport without the prior written consent of the Airport-Operator.

33.2 Obligations in respect of Airport regulations

The Operator shall –

- 33.2.1 Within thirty (30) days, if called upon by Airport-Operator to do so, deliver to Airport-Operator a true, complete and most recent copy of:
 - 33.2.1.1 The licenses required to be procured by the Operator under Applicable Laws allowing the Operator to conduct its business;
 - 33.2.1.2 Emergency and security action plans, including, without any limitation, aircraft recovery and de-fuelling plans;
- 33.2.2 Be responsible, at its cost, for the implementation of the plans referred to in clause 33.1.1 in the event of an emergency or other occurrence which triggers such implementation;
- 33.2.3 Fully assist and co-operate with Airport-Operator for the purposes of any service standards survey in respect of the quality and quantity of services provided by Airport-Operator for the time being;
- 33.2.4 Strictly comply with all legislation and regulations, as amended, passed by any competent authority, relating to the Airport and the conduct of the Operator's business at the Airport;
- 33.2.5 Strictly comply with the Airside Regulations with regard to security, safety, access and the use of any area of the Airport in the event of an emergency;
- 33.2.6 Not in any way compromise the safety and security of people and/or property at the Airport; and
- 33.2.7 Strictly comply in all respects with all Applicable Laws and take cognizance of all applicable IATA recommendations.

33.3 Obligations in respect of employees, vehicles, and equipment

The Operator shall use its best endeavours to –

- 33.3.1 Deploy only duly trained and properly authorised personnel in its airside operations, which personnel shall at all times wear its uniform (and Personnel Protective Equipment acceptable to the Airport-Operator) or be readily identifiable as its employees, provided that if any new employees are being trained in airside operations, such employees shall at all times be under the supervision of properly trained, qualified and authorised personnel;

- 33.3.2 Ensure that all of its employees, representatives, agents, vehicles and equipment required to be used by it in the conduct of its operations are in possession of a valid permit issued by the Airport-Operator and BCAS appropriate for the area in which any such employee, representative, agent, equipment or vehicle is required to operate, provided that Airport-Operator may, in its reasonable discretion, withdraw any such permit /recommend to BCAS to withdraw such permit if it considers that the holder is no longer fit or suitable to be in possession thereof;
- 33.3.3 Ensure that each of its employees, representatives and agents wears or displays in a prominent position a valid and appropriate permit issued by BCAS at all times whilst such employee or agent is at the Airport in the course of his employment with the Operator;
- 33.3.4 Subject its employees, representatives, agents and/or invitees and all vehicles used by it in the conduct of its operations on the airport apron and Airside Area, to security and/or safety checks by CISF or Airport-Operator, whether such checks are routine or otherwise, and at a level that is in accordance with BCAS and Airport-Operator's directions applicable for the time being to all Airside Service Providers, users and Operators at the Airport and Airport-Operator's own staff;
- 33.3.5 Ensure that there are sufficient suitably trained employees on duty to operate its airside and other equipment and uses all reasonable endeavours to efficiently deal with reasonably anticipated demands of its Aircraft without causing any undue delays or disruptions to the operation of the Airport;
- 33.3.6 Ensure that drivers of its vehicles are in possession of a valid driver's licence and Airport-Operator's airside driving permit, appropriate to the category of vehicle which they drive;
- 33.3.7 Require all drivers of its vehicles, to undergo regular testing, at the Operator's cost, to ensure that they comply with minimum standards for the time being with regard to eyesight and general health. The frequency of these tests shall be reasonably determined by Airport-Operator;
- 33.3.8 Employ in its operations only persons who do not have a criminal record;
- 33.3.9 Ensure that any Aircraft and vehicle used by it in its operations is in an airworthy and roadworthy condition (as the case may be) and is in

- possession of a valid certificate of airworthiness or a roadworthy certificate issued by the relevant licensing authority;
- 33.3.10 Ensure that any vehicle reasonably required to be operated in or on the Airport apron or airside complies with all the requirements specified by Airport-Operator in the Airside Safety Regulation from time to time;
- 33.3.11 Ensure that it is at all times represented on and complies with all the rules, policies, directives, regulations and procedures of the airport safety committees;
- 33.3.12 Repair without undue delay, any of its vehicles or equipment that is not in proper working order and remove such vehicles and equipment from the airport apron and or the Common Use Areas forthwith; and
- 33.3.13 Implement with its employees, to the extent that this may be consistent with, and permitted by, current labour law legislation and practice, procedures providing for the institution of disciplinary action and/or sanctions for any non-compliance with any of the provisions of this CoU and other applicable laws and/or regulations.
- 33.3.14 Ensure compliance with Applicable Laws including the Airside Safety Regulation applicable at the Airport.

33.4 Rules for driving on airside

- 33.4.1 The Operator shall procure that all its vehicles and all drivers of these vehicles in, on or about the Airport, including, without limitation, the Airport apron shall operate the vehicles in strict compliance with the Airport regulations and more specifically the Airside Safety Regulation.
- 33.4.2 Any breach by the Operator of the provisions of this clause 33.4.1 shall not of itself be regarded as a material breach of this CoU unless the Operator so consistently breaches the provisions so as to justify the Airport-Operator in concluding that the Operator is unwilling or incapable of meeting its obligations to Airport-Operator in terms thereof, the intention being that contraventions of clause 33.4 shall be addressed by way of the safety enforcement system referred to in clause 25.

33.5 Obligations in regard to the Airport apron

- 33.5.1 The Operator may, subject to the terms and conditions of this CoU, use the Airport apron as and when necessary for the purposes of its Domestic Flight and International flight; provided that Airport-Operator shall at all times retain full possession and control of the Airport's apron, including, without any limitation, the right to give such new directions from time to time as may be reasonable for the use of the Airport' apron.
- 33.5.2 The Operator shall use its best endeavours to ensure strict compliance by its employees, agents, representatives and subcontractors with any directives published by the Airport-Operator, provided that current copies of such directives are provided by Airport-Operator to the Operator from time to time.
- 33.5.3 The Operator shall use its best endeavours to not without the express prior written approval of the Airport-Operator bring or permit the introduction into or onto the Airport of any offensive, hazardous, noxious, toxic, corrosive or dangerous substance, without complying with all legislation and regulations applicable to such substance.
- 33.5.4 The Operator shall use its best endeavours to ensure that no waste or litter shall be dropped or deposited anywhere on the Airport apron by the Operator or any of its employees, agents, representatives, subcontractors and/or directors.
- 33.5.5 Waste management – The Operator shall handle waste according to waste disposal policy as laid down by the Airport- Operator and be responsible for storage and periodic disposal.
- 33.5.6 The Operator shall take all necessary precautions to ensure that residual food leftovers are not dropped / littered at the airside as the same may attract birds and other wildlife.
- 33.5.7 Any foreign objects shall be disposed of in the receptacles identified by the Airport-Operator for that purpose, and the Operator shall use its best endeavours to ensure that the Airport apron is at all times kept clean and tidy.
- 33.5.8 The Operators shall not without the prior written approval of the Airport-Operator, use any portion of the Airport apron for the purpose of refuelling, cleaning, servicing or repairing any of its vehicles or other equipment, other than that part of the Airport apron that has been specially designated by the Airport-Operator from time to time for that purpose.

33.6 Obligation to report accidents and incidents

- 33.6.1 In addition to any statutory and/or regulatory obligations that may be imposed on the Operator from time to time, the Operator shall immediately report to the Airport-Operator, every accident or significant incident (including, without any limitation, any accident or significant incident arising out of the conveyance or storage of any dangerous or hazardous goods, articles and/or substances or materials) on or in connection with the conduct of its business and/or activities at the Airport, whether such accident or other significant incident is in respect of damage to facilities or equipment or to persons or property. The Operator shall, if requested by the Airport-Operator to do so, within a period of thirty (30) days submit a further detailed written investigation report to the Airport-Operator concerning such accident or significant incident. Airport-Operator shall have the right to make any necessary further enquiries as to the cause and results of any such accident or incident, and the Operator shall give the Airport-Operator its full cooperation in this regard.
- 33.6.2 Notwithstanding the provisions of clause 33.6.1, the Operator shall report all incidents and occurrences directly or indirectly affecting aviation safety.

33.7 Obligation to maintain books and records

- 33.7.1 The Operator shall keep and maintain proper records in respect of the information referred to in clause 29.4 in reasonable detail for such periods as may be required of it by law.

33.8 Obligations with respect to slot requests with the Airport

- 33.8.1 Operator shall abide by the Applicable Laws (including MoCA and DGCA guidelines etc.) for slot adherence.
- 33.8.2 Where applicable, the Operator shall submit a written request to the Airport-Operator for allotment of land for office space/ hangar space/ Aircraft parking etc., as may be required by such Operator. The written request submitted by the Operator shall, including without limitation:
- (a) set forth the purpose for which the Operator proposes to use the area (i.e. to meet the admin / engineering / Aircraft maintenance / parking of equipment, vehicle / storage, etc); and (b) the area (in square

meter) required by the Operator at the Airport in connection with the proposed activity.

33.8.3 On receipt of the request, the Airport-Operator may allocate or provide such space/ area requested by the Operator on commercial terms, as laid down by Airport-Operator, and subject to availability of the land/office space/ hangar space at the Airport. The Airport-Operator, while allocating such space/ area, shall take into consideration the following factors:

- i) Purpose: The purpose and the nature of the activity for which the space /area was sought for;
- ii) Existing operations of the Operator;
- iii) Credit History: The past conduct, promptness and regularity of payments to Airport-Operator or any of its authorised agencies and/or concessionaires;
- iv) Disputes: The past history of litigations and claims and/or any disputes pending or threatened against the Operators.

34 Obligations of Airport-Operator

Airport-Operator shall, subject to due payment by the Operator in accordance with clause 29.1 –

34.1 Allow the Operator and its duly authorised employees or agents, access to all such areas and relevant equipment on the Airport to which it may be reasonably necessary for them to properly have access in order to conduct the Airline's business at the Airport.

34.2 Inform the Operator in writing as soon as reasonably possible of any changes which might affect the business of the Airline at the Airport.

34.3 Take appropriate steps against third parties or other airside users and Airside Service Providers where such third parties, airside service providers or users have caused damage to the Airline's vehicles or equipment at the Airport or are guilty of general misconduct affecting the business activities of the Operator at the Airport.

34.4 Consult regularly with the Operator regarding the formulation and implementation of policies which may have an impact on the business activities of the Operator at the Airport.

34.5 At its cost –

34.5.1 Maintain the Airside Area, Common Use Areas, Common Use Facilities, Airport apron and all other infrastructure, buildings and

- permanent improvements used by the Airline at the Airport in good order and repair, fair wear and tear excepted;
- 34.5.2 Use reasonable endeavours to upgrade the aforesaid areas and facilities to international standards; and
- 34.5.3 Clean the Airside Area, Common Use Areas, Common Use Facilities, Airport apron and all other infrastructure, buildings and permanent improvements including, without limitation, all seepages, leakages and/or pollution.
- 34.6 Without limiting the ambit of clause 34.5.1, the Airport-Operator shall not unreasonably refuse to provide, within the Common Use Areas, such infrastructure as may be reasonably requested and substantiated by the Airline to promote safety, security, efficient passenger flow, customer service, Airline efficiency and profitability and international best practice.
- 34.7 Provide fire and emergency rescue services at the Airport in accordance with Applicable Laws and recommendations having regard to the Airport Rescue Fire Fighting (ARFF) category of the Airport for the time being.
- 34.8 Use reasonable endeavours to expedite any security or other check to which it requires the Operator to subject its employees or vehicles, with a view to causing as little disruption as possible to the business operations of the Airline at the Airport.
- 34.9 Make the common elevators, Baggage trolleys and information desk generally available for use by the Airline's Passengers, provided that the Baggage trolleys shall only be made available –
- 34.9.1 To assist the Airline's arriving and departing Passengers at the Airport to transport their Baggage; and
- 34.9.2 At times, locations and in quantities determined by Airport-Operator from time to time.
- 34.10 Make the Common Use Facilities available to the Airline and the Operators subject to the terms and conditions of this CoU.
- 34.11 Maintain and repair the Out-Bound Baggage Handling System and In-Bound Baggage Handling System, the Domestic Baggage Claim Facility and the International Baggage Claim Facility, the BIDS, the FIDS, the Airport's lost and found counter, the common elevators and the information desk and all other Common Use Facilities; in accordance with generally accepted international best practice.
- 34.12 Ensure that the Common Use Areas are clean at all times.
- 34.13 Use its best endeavours to ensure safety and security at the Airport, including the Airside area.

- 34.14 Discourage and minimise congestion of, and improve efficiency at, the Aircraft apron (including, without any limitation, by vehicles, equipment and personnel).
- 34.15 Address any emergency conditions at the Airport.
- 34.16 Comply with all Applicable Laws pertaining to the operation and management of the Airport.
- 34.17 Regulate vehicle traffic on the Airside Area.
- 34.18 Regularly update the airfield regulations from time to time in accordance with international best practice.
- 34.19 To the extent that the obligations of the Airline as referred to in clause 33, are also of application to Airport-Operator's operations and activities, comply with such obligations mutatis mutandis.

35 Alterations and Improvements

- 35.1 Notwithstanding anything to the contrary in this CoU, the Operator shall not be entitled to make any structural or other alterations, additions or improvements to any part of the Airport, except as provided for in clause 23 and any agreement entered into in terms thereof.
- 35.2 The Airport-Operator shall be entitled, at all times –
 - 35.2.1 To effect any alterations, improvements and/or additions to any part of the Airport (including without any limitation, the Airside area and Common Use Areas); and
 - 35.2.2 For any such purpose to –
 - 35.2.2.1 erect, in such manner as may be reasonably necessary, scaffolding, hoardings and/or other building equipment on or adjacent to the Airport and such devices as may be required for the protection of any person against injury arising out of the building operations; and
 - 35.2.2.2 have access to any portion of the Airport by itself or through its workmen or agents.
- 35.3 The Airport-Operator, in exercising its rights in terms of clause 35.2, undertakes to take all reasonable steps to ensure that the business operations of the Airline at the Airport are disrupted to the minimum extent reasonably possible.

36 Structural Damage

Subject to clause 33, should any part of the Airport and/or any facility, (including any of the Common Use Facilities), equipment and/or item owned by the Airport-Operator at the Airport be destroyed or damaged in any manner whatsoever arising out of or pursuant to –

36.1 The negligence or wilfulness of the Operator, its employees, agents, representatives, directors and/or sub-contractors, the Airport-Operator shall be entitled to elect that such destruction and damage be replaced, repaired and rectified, at the Operator's cost (which costs shall, if required by the Airport-Operator, be paid to Airport-Operator on demand) by –

36.1.1 Airport-Operator and/or any third party appointed by Airport-Operator in its sole discretion; or

36.1.2 the Operator and/or any third party appointed with Airport-Operator's prior written consent, as expeditiously as reasonably possible (and specifically having regard, *inter alia*, to maintaining Airport-Operator's safety and security requirements at the Airport for the time being); provided that such replacement, repair and rectification shall be effected in a form and manner acceptable to Airport-Operator and Airport-Operator shall be entitled to change or vary the form, position, construction, structure, composition and/or lay out of the destroyed or damaged part of the Airport.

36.2 Notwithstanding clause 33.2, in the event of the Operator and/or third party appointed with Airport-Operator's prior written consent failing to so replace, repair and rectify such destruction and damage, Airport-Operator shall be obliged to do so at the Operator's cost.

37 Airport-Operator's Right to Inspect and Access

Airport-Operator, CIDCO and/or its duly authorised representatives (including without any limitation, its legal advisers and/or auditors) shall be entitled at all reasonable times to inspect any part of the Common Use Areas and/or the Common Use Facilities without any notice to the Airline and/ or the Operator.

38 Strikes and Force Majeure

- 38.1 Airport-Operator shall be entitled to suspend or excuse performance of its obligations under this CoU to the extent that Airport-Operator is unable to render such performance by an event of force majeure (**“Force Majeure”**).
- 38.2 Parties shall use all reasonable endeavours to maintain harmonious labour relations with its employees at the Airport and, in particular, to prevent them from engaging in any activities in or about the Airport which may in any manner whatsoever prejudice safety or security or adversely interfere with the rights of Airline.
- 38.3 If the Operator, in the reasonable discretion of the Airport-Operator, fails to comply with clause 38.2, the Airport-Operator shall be entitled to take such steps as it deems necessary for the protection of its interests and those of other Operators. Such steps may include, without limitation –
- 38.3.1 Requiring, through its own security personnel or with the assistance of CISF / state police, all or any of the employees of the Operator, to vacate the Airport, alternatively, requiring the Operator to withdraw from and cease business operations on the Airport until the resolution of any labour or other dispute. Without limiting the generality of the foregoing, the Operator shall at all times maintain and implement (where applicable) a contingency plan in effect, in compliance with regulations and international standards.
- 38.3.2 Denying all or any of the employees of the Operator, access to the Airside and terminal areas of the Airport until resolution of the dispute; and
- 38.3.3 Initiating such legal actions, proceedings and/or steps as Airport-Operator may deem appropriate.
- 38.4 The Airport-Operator shall not be liable for any loss, liability, damage or expense suffered by the Operator as a result of or attributable to any action taken by Airport-Operator in terms of clause 38.2.
- 38.5 The Operator shall indemnify and hold harmless the Airport-Operator against any claim, loss, damage and/or expense (whether direct, indirect, consequential or otherwise) arising out of or pursuant to any such loss, liability, damage or expense.
- 38.6 The Operator shall indemnify the Airport-Operator against any loss or damage to Airport-Operator’s property sustained as a result of, or attributable to, any strike action by any of its employees, agents and subcontractors.
- 38.7 Subject to the foregoing provisions of this clause 38 and the terms of this CoU, if any party is prevented from carrying out any of its obligations as a result of an act of God, fire, any weather conditions, riot, war (whether declared or not)

embargoes, export control, international restrictions, shortage of transport facilities, any order of any international authority, any court order, any requirements of any governmental authority or other competent authority, pandemic or any other circumstances whatsoever which are not within the reasonable control of such party (collectively "acts of force majeure") (but specifically excluding any labour relations or other disputes or problems of the Airline contemplated in clause 38.1 and clause 38.2 and the failure to obtain or renew any governmental or other approval, consent, licence or the like), such party will be deemed to have been released from its obligations to perform under this CoU to the extent and for so long as it is so prevented from performing, and to such extent, this CoU will be deemed to have been suspended for the period concerned; provided that no party shall be entitled to terminate this CoU as a result of any act of Force Majeure.

38.8 Notwithstanding anything contained herein, none of the following matters or their consequences shall be capable of constituting a Force Majeure event:

- i) failure or inability to make any payment by the Operator;
- ii) the effect on the Operator of the market conditions or economic curtailment of whatsoever the nature;
- iii) the Operator's management issues and/or internal labour unrest or disputes; and
- iv) business or commercial hardship caused to the Operator.

38.9 The Force Majeure notice shall be provided within 24 (twenty-four) hours of occurrence of such Force Majeure event, followed by another notice within 7 (seven) days, which shall describe the exact nature of Force Majeure event, the impact thereof (to the extent quantifiable) or if impact cannot be assessed, reasons as to why such impact cannot be assessed at that particular point in time together with third party certification to that effect, and the details of the mitigation efforts that has already been taken and is expected to take during the Force Majeure period. A failure to furnish such details, the notice shall not constitute a Force Majeure notice for the purposes of this CoU.

38.10 Notwithstanding anything to the contrary contained in this CoU, the party relying on an act of Force Majeure shall use its best endeavours to mitigate and remedy its non-performance due to such act of Force Majeure.

38.11 Airport-Operator shall not be liable in any manner whatsoever to the Operator in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any event of Force Majeure.

39 Cession, Sub-Letting and Change of Control

- 39.1 The Operator shall not, save as may otherwise be provided for in this CoU: –
- 39.1.1 Cede, assign, transfer, subcontract or burden any of its rights or delegate any of its obligations under this CoU; or
 - 39.1.2 Grant possession, occupation or any right in respect of the whole or any part of the Airport (including, without any limitation, any part of the Common Use Areas, the Exclusive Use Areas, the Common Use Facilities and the Airside area), to any other person without the prior written consent of the Airport-Operator.
- 39.2 The Operator shall, as soon as reasonably possible, notify the Airport-Operator in writing of any change in the *de jure* control of the Operator, provided that no such notification shall be required in the event of the Airline/ Operator being listed on any recognised stock exchange.
- 39.3 Airport-Operator shall be entitled to cede, assign, subcontract or delegate any of its rights and obligations under this CoU to any other person or entity without the consent of the Airline, provided the same is permissible under Applicable Laws. The Airport-Operator shall in such event be liable as surety for the performance of any such obligations. Provided that Airport-Operator has informed the Airline and the Airline is aware that under the terms of the Concession Agreement: (a) CIDCO has the right to acquire all or any of the assets/premises of the Airline provided by Airport-Operator; (b) the rights and obligations of Airport-Operator under this CoU may be transferred to CIDCO in the event of termination or expiry of the Concession Agreement, and (c) the Operator undertakes to hand over the assets / premises of the Operator to CIDCO when CIDCO exercises its rights under Concession Agreement. The Operator hereby confirms these rights of CIDCO and undertakes to perform such actions as may be required in this regard.
- 39.4 The Operator hereby agrees that the provisions of Concession Agreement shall govern the management and development of the Airport and in the event of any inconsistency or conflict between the Concession Agreement and this CoU, Concession Agreement shall prevail.

40 Disputes

- 40.1 The Airport-Operator and the Operator shall at the first instance, attempt to amicably resolve any dispute, difference, claim, question or controversy

(“**Dispute**”) arising out of this CoU through mutual negotiations within a period of ten (10) days of the dispute being declared.

- 40.2 In the event, the Dispute is not resolved through such discussions and negotiations in the manner provided in Clause 40.1, within ten (10) days of the existence of such Dispute or such period, as may be mutually agreed between the Parties, then Disputes shall finally be referred to a sole Arbitrator in compliance with The Arbitration and Conciliation Act, 1996, as amended time to time.
- 40.3 The award of the arbitrator so appointed shall be final and binding on the Parties. The arbitration shall be conducted in accordance with The Arbitration and Conciliation Act, 1996 in effect at the time of arbitration. The seat and venue of the arbitration shall be Mumbai, India only and it shall be conducted in English language.
- 40.4 Subject to as provided above, the courts of competent jurisdiction at Mumbai, Maharashtra shall only have the exclusive jurisdiction to adjudicate any Dispute under this CoU.

41 Applicable Law

This CoU shall, in all respects be governed by and construed in accordance with the laws of India, and all disputes, actions and other matters in connection with this CoU shall be determined in accordance with such law. Subject to clause 40, courts in Mumbai, Maharashtra shall have exclusive jurisdiction in respect of any dispute or claim arising out of or in connection with this CoU.

42 Domicilium and Notices

Any notice, information and payment invoices transmitted by the Airport-Operator to Operator and which is transmitted by email / facsimile to the Operator’s email / facsimile address provided by the Operator shall be presumed to have been received by the addressee on the date of successful transmission thereof.

43 Environmental Rehabilitation

- 43.1 If the Operator’s Aircraft operation infringe noise thresholds or if the Operator fails to operate its Aircraft in accordance with the Airport Noise Preferential Routes (“NPR (s)”), and the regulatory compliance requirements, both measured by the noise and track monitoring system operated by Airport-

Operator, the Operator may be required to pay noise supplements as prescribed by the Government in this regard from time to time.

- 43.2 The Operator agrees to comply with the Applicable Laws, including the latest CAR regulations, and notifications issued by Ministry of Environment & Forest and Climate Change of India (“**MoEF**”), in relation to noise management, and agrees to be equipped with the latest avionics to be compliant with the processes/procedures prescribed from time to time.
- 43.3 The Operator shall be obliged to effect such alterations, repairs, maintenance and/or rehabilitation and/or to make such financial contributions as it is lawfully obliged to do to avoid any noise and/or other environmental pollution arising out of or pursuant to, the operation of Aircraft at the Airport by the Airline.

44 General

- 44.1 Any existing or executed agreements between Airport-Operator and Operator relating to the subject matter hereof shall be read along with this CoU. To the extent there exists any conflict between the terms of this CoU and such existing agreements with Operators, if any, the terms of this CoU shall supersede and shall supersede all prior commitments, undertakings, or representations, whether oral or written, between the Parties in respect of the subject matter hereof and shall be referred to for the purpose of interpretation and enforcement.
- 44.2 No addition to, variation, novation or cancellation of any provision of this CoU shall be binding upon the Parties unless reduced to writing.
- 44.3 Where any ambiguity arises as to the interpretation of any provisions of this CoU, the clarifications issued by Airport-Operator shall be treated as final and binding on the Operator.
- 44.4 The Airport-Operator does not provide the following services—
- 44.4.1 Air Traffic Management & Communication, Navigation & Surveillance
 - 44.4.2 Meteorological services; and
 - 44.4.3 Reserved activities as listed in the Concession Agreement

Annexure 1:

SAFETY, SECURITY AND SERVICE STANDARDS

Part A: Minimum Standards for Safety and Security

The Ground Handling Agencies (GHAs) and Self-Handling Airline (SHA) will have to achieve the following minimum standards of Safety and Security failing which liquidated damages (as provided below) shall be payable by GHA / SHA to the Airport-Operator:

S. No.	Category	Parameters	Safety and Security Standards	KPI	Data Source
1	Data	Operational & Safety Data	Following data shall be shared by the GHA/Self handling Airline to the Airport-Operator on monthly basis (7th of every month). Monthly reporting figures as below: a) Total departing passengers b) Total arriving passengers c) Total passengers who have web checked in d) Number of passengers who check-in through CUSS e) Number of bag tags printed through CUSS f) Mishandled Baggage (MHB) data g) Accident/ incident reports, if any h) Equipment failure during operations, if any	100%	

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			Any other data required by the Airport-Operator		
2	Safety	Aircraft damage	Damage to Aircraft resulting in substantial damage or Aircraft on Ground (AOG) situation: • Not to exceed 1 per 25,000 Aircraft Turn-arounds • Substantial damage as defined by ICAO	-	Airport-Operator's Safety Records
3	Safety	Aircraft damage	Minor damage to aircraft: • Not to exceed 1 per 5,000 Aircraft Turn-arounds • Minor damage as defined by ICAO	-	Airport-Operator's Safety Records
4	Safety	GSE damage	Major damage to GSE : Not to exceed 1 per 5,000 Aircraft Turn-arounds	-	Airport-Operator's Safety Records
5	Safety	GSE damage	Minor damage to GSE : Not to exceed 1 per 500 Aircraft Turn-arounds	-	Airport-Operator's Safety Records
6	Safety	Fatal/ serious injury	Accident involving passenger/ crew/ employees/ stakeholders at airport, resulting in fatality / serious injury – Nil	100%	Airport-Operator's Safety Records
7	Safety	LTI	Accident involving passenger/ crew/ employees/ stakeholders	-	Airport-Operator's

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			at airport – Not to exceed 1 LTI incident in 50,000 ATMs		Safety Records
8	GSE	Age of motorized GSE	- Commercial vehicles – As per RTO approval - Age of Motorized GSE - Not to exceed 15 years	-	ADP Section Data
9	GSE	Age of non-motorized GSE	Non-motorized GSE - Not to exceed 12 years	-	ADP Section Data
10	GSE	GSE Fitness	No equipment to operate within the airport premises without a valid Equipment Permit issued by Airport-Operator and certified fit by GHA/Airline	100%	ADP Section Data
11	GSE	Environment compliance	All GSE/GSV and baggage towing tugs shall be electric. However, for equipment which do not have electric variant available in the market, Airline/GHA shall ensure that the procurement of electrical variant be done within six months from the date of availability of such variant.	100%	ADP Section Data

			• All baggage belt loaders shall be electric. • Farm tractors are not allowed on ramp.		
12	Security	Pilferage	Incidents of pilferages – Nil (Passenger complaints of pilferage from check-in bags supported with evidence to be considered as pilferage cases)	100%	Feedback Data supported with evidence

Part B: Minimum Standards for Service Delivery

The Ground Handling Agencies (GHA) and Self-Handling Airline (SHA) will have to achieve the following minimum service delivery standards, failing which liquidated damages (as provided below) shall be payable by GHA / SHA to the Airport-Operator:

S. No.	Category	Parameters	Service Delivery Standards	KPI	Data Source
1	Passenger Handling	Check-in Queue time	• Check-in counters to be manned as per allocation • Time spent by a passenger in a queue before reaching the check-in counter shall not exceed: • 3 minutes for first class/ business class passengers • 10 minutes for economy class passengers	95%	Routine Survey reports
2	Passenger Handling	Check-in Processing time	Time taken to process one passenger at check-	95%	Routine Survey reports

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			in/ transfer counter not to exceed: • 60 sec for Domestic • 180 sec for International		
3	Passenger Handling	Passengers with Reduced Mobility (PRM)	Response time for PRMs handling request to be within 5 minutes	100%	Routine Survey reports and Airline data
4	Passenger Handling	Transfer desk Waiting time/ queuing	Max waiting time at Transfer counters – Not more than 10 mins.	95%	Routine Survey reports
5	Passenger Handling	CUSS Kiosks	CUSS kiosks to be manned to assist passengers • 1 staff for every 2 CUSS kiosks allocated to the airline • 1 staff for every 3 CUSS kiosks in the Common use CUSS kiosks	100%	Routine Survey reports
6	On time Turnaround	Delays in aircraft turnaround	Delays to flights – Not to exceed 2 delays* per 1,000 departures. * Aircraft door open to door close timing to be measured and delay of 5 minutes or more than the approved turnaround time to be considered a delay)	–	Routine Survey reports
7	Baggage Handling	Mishandled Baggage – Departure	Maximum number of departure bags mishandled not to exceed 2 per 10,000 bags	-	Airline data

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8	Baggage Handling	Processing time for PIR (Property Irregularity Report)	Processing time for PIR at arrival MHB (Mishandled Bag) desk – Not to exceed 10 minutes	100%	Airline data
9	Baggage Handling	Delivery of baggage	Delivery of baggage at the Arrival baggage belt from chocks-on time: • First bag (Dom.): 10 minutes for all • Last bag (Dom.): 30 minutes for all • First bag (Int.): 15 minutes for all • Last bag (Int.): 40 minutes for all	90%	AOCC data
10	Ramp Handling	Bussing	Bus to be available at the aircraft within 3 minutes of On-block time. Waiting time for arrival/ departure of buses should not be more than 60 seconds between 2 buses	99%	Routine Survey reports
11	Ramp Handling	Positioning of GSE	All required GSE shall be positioned 10 minutes before the arrival of Aircraft within the ESA	100%	
12	Ramp Handling	Marshalling/ Wing walker	Marshalling/ Wing walker service to be available 3 minutes before aircraft on stand and shall be checked to be clear from any FOD prior arrival	100%	Routine Survey reports
13				100%	----

	Baggage Handling	Self-Baggage Drop (SBD)	GHA / Self Handling Airline to provide adequate staff for SBD wherever available		
14	Terminal Services	Handling of complaints	100% of passenger's Airline related complaints to be resolved within 2 working days unless there is a valid reason for the delay.	100%	Passenger feedback data
15	Terminal Services	Availability of wheelchairs	100% of time within 5 minutes	100%	
16	Terminal services	Handling of passengers of re-scheduled, delay, diversions or cancelled flights	GHA/Self Handling Airline to handle passengers of rescheduled/cancelled flights as per passenger Charter issued by MoCA and available on Airsewa portal.	100%	---

KEY POINTS:

Measurement of Processing time, queue time & baggage delivery:

- 1) All processing time and queue time measurements to be carried out during peak hours. The measurements shall be carried out jointly by representatives of Airport-Operator and GHA.
- 2) Peak hour for departures – Period of 60 minutes which is 75 minutes before the hour (rolling 60 minutes) having maximum number of departures during the whole day. E.g. in case there are maximum number of departures between 1015 hrs and 1115 hrs, peak hour will be from 0900 hrs to 1000 hrs.
- 3) Peak hour for arrivals - Period of 60 minutes which is 15 minutes after the hour (rolling 60 minutes) having maximum number of arrivals during the whole day. E.g. in case there are maximum number of arrivals between 1920 hrs and 2020 hrs, peak hour will be from 1935 hrs to 2035 hrs.

Baggage Arrivals:

Peak hour for arrivals will be defined as a period of continuous 60 minutes having maximum number of arrivals during the 24hour period. Similarly, peak hour for departures will be defined as a period of continuous 60 minutes having maximum number of departures during the 24 hour period.

Response to PRM/Wheelchair assistance:

This shall be measured jointly by Airport-Operator and GHA basis survey and interaction with PRM (event based)

Mishandled baggage:

Baggage, which is damaged, delayed, lost or pilfered. (currently called "Baggage Mishandled" in IATA Resolution 780)

Liquidated damages:

- 1) Amount of liquidated damages payable by the GHA or the self-handling Airline will be determined at the end of the calendar month and shall be payable within seven [7] days of demand by the Airport-Operator without protest or demur.
- 2) GHA shall be liable to pay liquidated damages of INR 1,00,000 per each service parameter mentioned at Parts A and B if the GHA/self-handling Airline is found to be not meeting the service, safety and security requirements mentioned above.
- 3) If the amount of liquidated damages levied is INR 10,00,000 or more per month and for a period over 3 months within a calendar year, the contract with the GHA is liable to be terminated on the ground of non-adherence to Safety and Service Standards.
- 4) For self-handling Airline, if the liquidated damages levied is INR 10,00,000 or more per month and for a period over 3 months within a calendar year, the amount of liquidated damages mentioned at clause (2) above will be increased from INR 1,00,000 to INR 2,00,000 per each service parameter. In addition, further slot allocation to the Airline will be kept on hold until its safety and service standards improve.
- 5) The liquidated damages as stated above are a genuine pre-estimate of inconvenience and losses suffered by the Airport-Operator due to the failure of GHA or self-handling Airline to meet the service, safety and security requirements mentioned in Part A and Part B above.
- 6) Payment of such liquidated damages by GHA / self-handling Airline shall be without prejudice to Airport-Operator's other rights and remedies under their respective contract or at law, including forfeiture / adjustment against the security deposit.
- 7) Notwithstanding the aforesaid, payment of liquidated damages by GHA/self handling Airline shall not be construed as compensation towards the business/asset/property damage suffered by the Airport- Operator and/ or the

Airline. Such damages, if any, shall be recoverable under their respective contract or law.

Annexure 2

Requirements for Flight Operations

In order to commence operations at the Airport, the Airline are required to submit certain documents in order to facilitate smooth operations. Such as:

1. Copy of DGCA approval
2. Copy of airworthiness certificate for operating aircrafts
3. Copy of schedule filed & duly approved by DGCA
4. Security deposit by way of Cash for the required amounts provided by Airport-Operator
5. Name, Telephone number and email id of:
 - Head Office :
 - CEO/CMD/MD,
 - Heads of Network Planning, Airport Operations, Commercial, Finance
 - Airport / Region
 - Country Manager
 - Station / Airport Manager
 - Head of Finance / Accounts
6. Name of the appointed Ground Handler and type of services provided ie if service(s) are outsourced to 3rd party agency
7. Details of any 3rd Party Services provided by the Airline to other Airline including type of service provided and list of Airline
8. Copy of MTOW, seating capacity & category (C/D/E/F) of current fleet
9. PAN No (Permanent Account Number)
10. TAN No (Tax Payers Account Number)
11. GST No
12. Submission of Airline Logo for updation in FIDS

Annexure 3

Format for Submitting Aircraft Details in the Airline Fleet

Aircraft Registration Number	Aircraft Type	Certified MTOW of Aircraft	Cabin wise Seating Capacity	Aircraft Code (C/D/E or F)	Owner of Aircraft

Annexure 4

Insurance Policy Requirements

Each Operator must, at its own cost and expense ensure that insurances as specified below are affected and remain valid and in full force and effect and subscribing to the following terms and conditions:

1. Property insurance in respect of "All Risks" to the fullest extent available and customary for physical loss or damage including but not limited to in respect of damage by Aircraft and objects falling there from, earthquake and terrorism for full reinstatement value (including allowance for professional fees and removal of debris costs).
2. Motor vehicle insurance for the vehicles owned by Operator or operated by Operator on a comprehensive basis to the fullest extent available for own damage including unlimited Property damage and third-party liability.
3. Workmen's compensation insurance policy which shall cover all the workmen of the Airline working at the project site, to the fullest extent available including cover under the Fatal Accidents Act, 1855.
4. Legal Liability Insurances to include the following coverage:
 - (i) Personal Injury;
 - (ii) Products and completed operations;
 - (iii) Sudden and accidental pollution liability;
 - (iv) War, hijack and terrorism legal liability;
 - (v) Medical expenses

To such extent as described below, stipulating among other things:

- (a) The legal liability insurance policy shall define the Operator and its subsidiary, associated and affiliated companies or owned or controlled companies, presently in existence or to be constituted subsequently, including its joint ventures as the insured, who shall be contractually obligated to provide coverage and the insured shall include Airport-Operator, AAI, its directors, officers, servants, employees, agents, contractors and subcontractors as additional insured's for their respective rights and interests;
- (b) Waiver of any right of subrogation against Airport-Operator;
- (c) A breach of warranty cover serving for such insurances not to be invalidated by any breach or violation of any warranties (including misrepresentation or

non-disclosure), declarations or conditions in such policies by the insured or any other person (other than the Airport-Operator);

- (d) Contain a severability of interest clause serving as if a separate policy had been issued to Airport Operator except in respect of the limit of liability stipulated under such policy;
- (e) For such policy (ies) to be primary and without right of contribution from any other insurance carried by Airport Operator;
- (f) Provide that Airport-Operator will have no responsibility for payment of premium there under;
- (g) Provide for provision as to cancellation or automatic termination or material alteration adverse to the interests of Airport-Operator by the giving of no less than seven (7) days or such lesser period in respect of war and allied perils) notice in writing. Notice deemed to be commencing from the date such notice is given.