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भारतीय विमानपत्तन प्राधिकरण  
AIRPORTS AUTHORITY OF INDIA

No. AAI/CHQ/LM/CIR/ 2007 (comp no 192523) | 474-480  
165-174 September 22, 2023

Regional Executive Director(s), SR/WR/NR/ER/NER Airports Authority of India Chennai/Mumbai/Delhi/Kolkata/Guwahati	Airport Director(s) Chennai Airport/NSCBI Airport, Airports Authority of India Chennai/Kolkata
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**Land Management Department Circular No. 31**

**Sub: - Standard Agreement templates approved by AAI Board**

**Sir /Madam,**

AAI is allotting land and built-up hangar/space to operators and agencies in operational and city side areas at Airports for various services and activities.

2. Due to Non-standardization of the agreement(s), there was large variations between the provisions of similar agreements executed at different Airports as they were finalized a local level without analysing the legal implication thereof.

3. To streamline the agreement provisions and language, AAI Board in its 216<sup>th</sup> Board Meeting held on August 11, 2023 has accorded the approval of the Standard Agreements which are attached herewith as **Annexures I to IV** for the following purposes:

**Annexure- I** MRO, FTO and other purposes such as Airlines, NSOPs Flight Simulators and Drones, Cargo and Ground Handling Services, Regulatory Agencies, Defence Authorities, Porta Cabins for MRO, Ground handling OMCs etc. and other Such Aeronautical & Non-Aeronautical Services;

**Annexure- II** for Right of Way (RoW) at Airports/ AAI land to agencies for placement, operation and maintenance of public amenities and at large and other services including renewal thereof;

**Annexure- III** for Right of Way (ROW) at Airports/ AAI land to agencies/Private individuals for access to their land locked properties including renewal thereof;

**Annexure- IV** for Oil Marketing Companies (OMCs) for Aviation Fuel Facilities (AFF).

4. The above templates include Terms & Conditions of allotment with the details such as applicable rental/card for Land, Built-up hangar/space, Period of allotment, Security Deposit etc. In case of any variation from the card rates, such variation shall be included in the agreements upon specific approval of Competent Authority.

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The above agreement templates shall also be applicable on renewal of existing agreements.

5. The above Standard Agreement shall not be applicable on the lease or licenses being allotted through call of tenders where the terms of the tender shall prevail till the validity of the Agreements.

6. The above approved Standard Agreement Templates be brought to the notice of all the concerned/all Airports Directors for strict compliance.

Yours faithfully,

Encls: As above.

  
25/9/2023  
(V Ramanathan)  
General Manager (LM)

Copy to:

1. Executive Director -Commercial/Executive Director (Finance)/ED(CA&CS)
2. PS to Member (PIg)/ (Ops)/ (Finance)/(ANS)/CVO.
3. GM (IT): with a request to upload the same on AAI website.
4. Lease- Admin Team (LM): for necessary action please.

Date: [INSERT<sup>1</sup>]

**LEASE DEED**

Between

**AIRPORTS AUTHORITY OF INDIA  
(LESSOR)**

And

[INSERT<sup>2</sup>]  
(LESSEE)

For

**FOR ALLOTMENT OF BUILT-UP SPACE/ LAND FOR DEVELOPMENT, OPERATION AND MANAGEMENT OF A HANGAR FACILITY/BUILT-UP HANGAR FOR THE PURPOSE OF MRO, FTO, FLIGHT SIMULATORS AND DRONES, CARGO AND GROUND HANDLLING SERVICES, REGULATORY AGENCIES, DEFENCE AUTHORITIES, PORTA CABIN FOR MRO, GROUND HANDLING, OMCs ETC. AND OTHER SUCH AERONAUTICAL AND NON-AERONAUTICAL SERVICES**

**AT [INSERT<sup>3</sup>] AIRPORT**

(Note: Specific purpose from the above may be inserted accordingly at the time of executing the Agreement)

<sup>1</sup> **Note to Draft:** Please insert the date, month and year on which the Parties are entering into this Lease Deed.

<sup>2</sup> **Note to Draft:** Please insert the name of the Lessee who is entering into this Lease Deed.

<sup>3</sup> **Note to Draft:** Please insert the name of the Airport for which this Lease Deed shall be entered into.

LESSOR	LESSEE

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**LEASE DEED**

This lease deed (“**Lease Deed**”) is entered into at [insert<sup>4</sup>] on this [insert<sup>5</sup>] day of [insert<sup>6</sup>], 2023 (“**Execution Date**”) by and between:

1. **Airports Authority of India**, an authority constituted under the Airports Authority of India Act, 1994, having its principal office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi, 110003 (hereinafter referred to as “**AAI**” or the “**Lessor**”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) of the **FIRST PART**; and
2. [insert<sup>7</sup>], a company incorporated under the Companies Act, [1956/2013] and having its registered office at [insert<sup>8</sup>] (hereinafter referred to as “**Lessee**”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) of the **SECOND PART**.

Each of the parties of the FIRST and SECOND PART are individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

**WHEREAS**

- A. The Lessor is an authority established under the Airports Authority of India Act, 1994 (hereinafter referred to as the “**AAI Act**”) and is responsible for, *inter alia*, the development, operation, maintenance and management of airports in India.
- B. The Lessor is the owner and the airport operator of [insert<sup>9</sup>] airport located in [insert<sup>10</sup>], [insert<sup>11</sup>], India (“**Airport**”).
- C. The Lessee is a [limited liability company] under the Companies Act, 2013 and is engaged, *inter alia*, in the business of developing, operating, maintaining and managing hangar facilities at airports.
- D. The Lessee has approached the Lessor, requesting for allocation of land on lease basis at the Airport for the purposes of implementing the Project, on the terms and conditions specified herein.
- E. Relying on the representations and warranties made by the Lessee (including those contained herein), the Lessor has agreed to execute this Lease Deed to grant lease of the Demised Premises to the Lessee for the purpose of implementing the Project, subject to and in accordance with this Lease Deed.

**NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:**

<sup>4</sup> **Note to Draft:** Please insert the name of the city and state where the Parties are entering into this Lease Deed.

<sup>5</sup> **Note to Draft:** Please insert the date of the month on which the Parties are entering into this Lease Deed.

<sup>6</sup> **Note to Draft:** Please insert the month on which the Parties are entering into this Lease Deed.

<sup>7</sup> **Note to Draft:** Please insert the name of the Lessee who is entering into this Lease Deed.

<sup>8</sup> **Note to Draft:** Please insert the details of the registered office of the Lessee.

<sup>9</sup> **Note to Draft:** Please insert the name of the Airport for which this Lease Deed shall be entered into.

<sup>10</sup> **Note to Draft:** Please insert the name of the city where the Airport is located for which this Lease Deed shall be entered into.

<sup>11</sup> **Note to Draft:** Please insert the name of the state wherein the Airport is located for which this Lease Deed shall be entered into.

<b>LESSOR</b>	<b>LESSEE</b>
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**1. DEFINITIONS AND INTERPRETATION**

**1.1. Definitions**

“**Airport**” has the meaning ascribed to such term in Recital B;

“**ALR**” means the annual lease rent, to be paid by the Lessee in accordance with Clause 6.1;

“**Applicable Law**” means all laws brought into force and effect by the Government, including statutes, ordinances, rules, regulations, circulars, notifications, directives, guidelines, bye-laws, orders, Approvals, any similar forms of decisions of, or determinations by, or any interpretations of, policy or administration, having the force of law, by any Government having jurisdiction over the matter in question, and judgements, decrees, injunctions, writs and orders of any court of record or a tribunal, applicable to this Lease Deed and/or the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Lease Deed;

“**Approvals**” means all authorizations, consents, approvals, clearances, no objection certificates, permissions, licenses, permits, registrations, rulings, exemptions or other authorization of whatsoever nature, which is required to be obtained, procured or maintained under Applicable Law;

“**BCAS**” means Bureau of Civil Aviation Security, Ministry of Civil Aviation, Government of India, or equivalent authority as may be amended, supplemented, replaced from time to time;

“**Business Day**” shall be construed as a reference to a day (other than a Sunday) on which banks in [insert<sup>12</sup>], India are generally open for business;

“**Change in Ownership**” means:

- (a) issuance of shares or securities convertible into shares or transfer of the direct and/or indirect legal or beneficial ownership of any shares or securities convertible into shares, that causes the aggregate holding of the shareholders of the Lessee to decline below 51% (fifty one percent) of the issued and paid-up share capital of the Lessee on a fully diluted basis; and/or
- (b) acquisition of any control, directly or indirectly, of / over the board of directors of the Lessee, by any person either by itself, or together with any person or persons acting in concert with it.

For the purposes of this definition, the term “control” would mean the ability and/or right to: (i) appoint the majority of the directors in the board of directors of the Lessee; and/or (ii) direct the management and policies of the Lessee;

“**Contract Year**” means the period commencing from the Effective Date and ending on the thirty first day of March of the relevant financial year, and thereafter, a period of 12 (twelve) consecutive calendar months commencing at the first day of April and ending immediately on the thirty first day of March of the immediately succeeding years, and for the last Contract Year shall mean the period commencing on the first day of April falling immediately prior to the

<sup>12</sup> **Note to Draft:** Please insert the name of the city where the Airport is located for which this Lease Deed shall be entered into.

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expiry of the Term and ending at the last day of the Term. Further, in case of termination of the Lease Deed prior to the Term, the last Contract Year shall mean the period commencing on the first day of April falling immediately prior to the termination of the Lease Deed until the termination.

“**Deficiency**” has the meaning ascribed to such term under Clause 11.3;

“**Demised Premises**” has the meaning ascribed to such term under Clause 4.1;

“**Designated GOI Agency**” means a department or other entity under the control of the Government of India and assigned statutory functions such as customs control, immigration control, air traffic control, airport security etc.;

“**DGCA**” means Directorate General Civil Aviation;

“**Effective Date**” shall mean the date on which the Demised Premises is handed over to the Lessee i.e. [insert<sup>13</sup>];

“**Encumbrance**” means any mortgage, right of way, pledge, equitable interest, prior assignment, conditional sales contract, hypothecation, right of others, claim, security interest, title retention agreement, voting trust agreement, interest, option, lien, charge, easement, encroachment or other condition, commitment, restriction or limitation of any nature whatsoever, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership. The word “Encumber” shall be construed accordingly;

“**Execution Date**” means the date on which this Lease Deed is executed;

“**Government**” means the Government of India and the Government of the State of [insert<sup>14</sup>] and any of the duly authorised agencies, authorities, departments, commissions, regulators, inspectorates, ministries or persons (whether autonomous or not);

“**Hangar Facilities**” means the facility at the Airport where repair, maintenance, overhaul and/or parking of personally owned aircrafts as well as for maintenance, overhaul and repair of other third parties’ aircrafts, business aircrafts, charter aircrafts, aircrafts being non-scheduled private aircrafts shall be undertaken by the Lessee;

“**IATA**” means International Air Transport Association;

“**ICAO**” means International Civil Aviation Organization;

“**Lessee Event of Default**” has the meaning ascribed to such term under Clause 14.1;

“**Lessor Event of Default**” has the meaning ascribed to such term under Clause 14.3;

“**Performance Security**” has the meaning ascribed to such term under Clause 3.1;

“**Project**” means for development, operation, maintenance and management of the Built-up space /Land / Built-up Hangar for the purpose of MRO, FTO, Flight Simulators and Drones,

<sup>13</sup> **Note to Draft:** Please insert the date on which the Demised Premises is handed over to the Lessee.

<sup>14</sup> **Note to Draft:** Please insert the name of the State where the Airport is located for which this Lease Deed shall be entered into.

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Cargo and Ground Handling Services, Regulatory Agencies, Defence Authorities, Porta Cabin for MRO/Ground Handling/OMCs etc. and other such Aeronautical and Non-Aeronautical Services.

“**Relevant Authorities**” means any, (a) Government, (b) other regulatory authority having jurisdiction in relation to the Hangar Facilities under Applicable Law, (c) ICAO; (d) IATA; (e) BCAS; (f) AAI; (g) Central Industrial Security Force; (h) DGCA; and/or (i) any other relevant non-governmental agencies;

“**Term**” has the meaning ascribed to such term under Clause 5.1;

“**Third Party**” means any entity other than the Parties to this Lease Deed;

“**Utility Charges**” has the meaning ascribed to such term under Clause 8.1; and


“**Utility Services**” means any electric power cable, telephone cable or other cable or apparatus used in any communications, internet facilities, security, lighting, traffic control, traffic aids or other similar system, any pipe used in or for the supply of water, gas, etc. or for drainage, storm water drainage or sewerage, together with any duct for such cable or pipe and any apparatus or works ancillary to such cable, apparatus, pipe or duct, whether permanent or temporary and whether provided by Lessor or otherwise.

## 1.2. Interpretations

1.2.1. In this Lease Deed, unless the context otherwise requires:

- (a) reference to a “law” includes all applicable laws and any decree, judgment, legislation, direction, order, ordinance, regulation, bye-law, statute, notification, circular, guideline, rule, statutory instrument or other legislative measure (as may be amended/re-enacted from time to time), with which any party is required to comply by law, (and “lawful” and “unlawful” shall be construed accordingly);
- (b) references in the singular shall include references in the plural and *vice versa*;
- (c) a reference to a “day” means a calendar day and a reference to a year means a financial year;
- (d) the headings are inserted for convenience and are to be ignored for the purposes of construction;
- (e) terms defined in the Schedules hereto shall have the meanings ascribed thereto in the Schedules when used elsewhere in this Lease Deed;
- (f) the Schedules to this Lease Deed form part of this Lease Deed and will be in full force and effect as though they were expressly set out in the body of this Lease Deed;
- (g) the words “written” and “in writing” includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form with confirmation of the transmission;

<b>LESSOR</b>	<b>LESSEE</b>
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- (h) the words “include” and “including” are to be construed without limitation;
- (i) in case of any ambiguity or discrepancy between the Clauses and the Schedules, the Clauses shall prevail;
- (j) if any payments due hereunder become payable on a day when principal commercial banks in India are closed for business or a day which is declared a holiday, such payments shall be deemed due and payable on the next Business Day thereafter; and
- (k) references to Recitals, Articles, Clauses, sub-clauses, Provisos or Schedules in this Lease Deed shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Lease Deed; reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs; and reference to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appears.

1.2.2. The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.3. Any word or expression used in this Lease Deed shall, unless otherwise defined or construed in this Lease Deed, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.

**2. PRE-EXECUTION DATE ACTIONS**


- 2.1. The Parties hereby agree that prior to the execution of the Lease Deed, Lessee shall have:
  - (a) delivered to the Lessor, the Performance Security in accordance with Clause 3.1; and
  - (b) the Lessee shall have paid to the Lessor, the ALR for the first Contract Year in advance.

**3. PERFORMANCE SECURITY**

3.1. The Lessee shall provide to the Lessor, a performance security in the form of a bank guarantee in the format set out in Schedule B issued by a scheduled commercial bank in India in favour of the Lessor, for an amount equal to INR [insert<sup>15</sup>], payable at [insert<sup>16</sup>] (“**Performance Security**”). The Performance Security shall remain valid for an initial period of 12 (twelve) months. The Lessee shall be required to submit to the Lessor (prior to at least 15 days before expiry of existing Performance Security), a renewed Performance Security for an amount equal to the next Contract Year’s ALR and such renewed Performance Security shall remain valid until the expiry of the next Contract Year. The aforesaid process of renewal of the Performance Security shall continue to apply during the remainder of the Term. The Performance Security shall be required to have a claim period of at least 6 (six) months after the expiry of the validity of such Performance Security.

<sup>15</sup> **Note to Draft:** Please insert the amount for which the Performance Security needs to be issued by the Lessee to the Lessor.  
<sup>16</sup> **Note to Draft:** Please insert the location where the Performance Security shall be payable at.

<b>LESSOR</b>	<b>LESSEE</b>
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- 3.2. Without prejudice to any other right or remedy available to the Lessor hereunder or under Applicable Law, the Lessor shall be entitled, at any time, to utilize the Performance Security, *inter alia*:
- (a) to set-off any amount due and payable under this Lease Deed by the Lessee to the Lessor and/or any Third Party designated by the Lessor;
  - (b) as re-imbursement for any costs incurred by the Lessor in making good any damage caused, or permitted to be caused, to the Lessor or any part of the Airport site, by any act or omission of the Lessee; and/or
  - (c) as indemnification for any loss resulting from a breach, by the Lessee, of any of the terms and conditions under this Lease Deed.
- 3.3. In the event of termination of this Lease Deed consequent to any Lessee Event of Default, the Lessor shall have the right to cause all or part of the Performance Security to be forfeited and encashed. In the event of termination of this Lease Deed consequent to a Lessor Event of Default or upon expiry of the Term, the Lessor shall return to the Lessee, the Performance Security, after adjustment of any outstanding statutory dues and any amounts payable by the Lessee to the Lessor and/or any Third Party designated by the Lessor (including, without limitation, any outstanding claims of the Lessor).

**4. GRANT OF LEASE**

- 4.1. In consideration of the ALR, the covenants and warranties on the part of the Lessee, the Lessor, hereby, demise to the Lessee, subject to the terms and conditions of this Lease Deed, commencing from the Effective Date, the land admeasuring approximately [insert<sup>17</sup>] located within the Airport site (along with any buildings, constructions or immovable assets, if any, thereon) which is described, delineated and shown in the Schedule A hereto, on an "as is where is basis" together with all Encumbrances thereto, (hereinafter "**Demised Premises**") to hold the said Demised Premises, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Demised Premises, hereditaments or premises or any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, for the duration of the Term for the sole purpose of implementing the Project ("**Project**"). The Demised Premises is leased for the purposes permitted under this Lease Agreement, and for no other purpose whatsoever.
- 4.2. Subject to and in accordance with the terms of this Lease Deed, the Lessee shall have the right and be at liberty to construct, erect, renovate, repair, alter, or otherwise deal with the Demised Premises and any structure or structures standing thereon or to be constructed hereafter and the works carried out therein and shall carry out any modifications thereto as it deems fit and shall keep the works and structures constructed or standing for the time being on the Demised Premises or any part or portion in good repair and condition and shall insure the same in such sum and against such risk.

*Provided however, the Lessee must:*

- (a) notify the Lessor, if, anytime during the Term, any material structure and/or building on the Demised Premises is, for whatsoever reason, materially damaged, destroyed or otherwise impaired;

<sup>17</sup> **Note to Draft:** Please insert measurement of the Demised Premises that shall be granted to the Lessee pursuant to this Lease Deed.

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(b) notify the Lessor, prior to re-building any structure and/or building on the Demised Premises that is so damaged, destroyed or otherwise impaired anytime during the Term.

- 4.3. It is expressly agreed that mining, geological or archaeological rights do not form part of the lease granted to the Lessee under this Lease Deed and the Lessee hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Demised Premises shall vest in and belong to the Lessor or the concerned Government instrumentality. The Lessee shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Lessor forthwith of the discovery thereof and comply with such instructions as the Lessor or the concerned Government instrumentality may reasonably give for the removal of such property.
- 4.4. The Lessor further reserves to itself, the right to grant any easements over or rights of access or rights of way on, over, under, through or across the Demised Premises for the purpose of supply of electricity, gas, telecommunication cables, water, sewerage, drainage or like service.
- 4.5. During the Term of this Lease Deed, if in the sole discretion of the Lessor, the Demised Premises is required by the Lessor for the purposes of any Airport development work, the Lessor shall be entitled to terminate this Lease Deed and require the Lessee to vacate the Demised Premises by issuing a written notice of 6 (six) months'. It is further clarified that in such an event, no cost, termination payment and/or any compensation shall be payable by the Lessor to the Lessee for handing over of the Demised Premises to the Lessor. However, the Lessor, in its absolute discretion, may offer to the Lessee, an alternative parcel of suitable land (subject to availability) within the Airport for implementing the Project on terms and conditions as agreed to in a separate lease deed.

**5. TERM**

**5.1. Term**

The lease granted pursuant to this Lease Deed shall continue in full force and effect from the Effective Date until [insert<sup>18</sup>] ("Term").

5.2. In the event that the Lessor decides to offer the Demised Premises on lease upon expiry of this Lease Deed, the Lessee shall be given the right of first refusal ("ROFR") with regard to the grant of such fresh lease by following a competitive bidding process, in which the Lessee can also participate if it wishes to exercise its ROFR as set forth herein subject to the Lessee qualifying the minimum eligibility criteria as provided under the bid documents governing such bid process. In the event, the Lessee is not the successful bidder but its bid is within the range of 15% (fifteen percent) of the most competitive bid received by the Lessor, the Lessee shall have the ROFR by matching the first ranked bid in terms of the selection criteria for the grant of fresh lease. Provided that, the Lessee shall be entitled to exercise ROFR in accordance with this Clause 5.2, only in the event that the Lessee has, during the Term of this Lease Deed, not committed a breach of this Lease Deed (which entitled the Lessor to terminate the Lease Deed), which has not been cured by the Lessee.

**5.3. Reversion**

<sup>18</sup> Note to Draft: Please insert the date until which this Lease Deed shall remain effective.

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On expiry of the Term or early termination of this Lease Deed, in accordance with Clause 14 of this Lease Deed, the Lessee shall, surrender to the Lessor, the Demised Premises.

**6. LEASE RENT**

**6.1. ALR**

6.1.1. The Lessee agrees that the ALR shall become payable from the Effective Date. The ALR for the (a) first Contract Year, shall be calculated pro-rata to the number of days remaining in such Contract Year, commencing from the Effective Date; and (b) any other Contract Year which does not constitute the entire period of 365/366 days (as the case maybe), will be calculated pro-rata to the number of days remaining in such Contract Year, ending on the date on which this Lease Deed expires or is terminated.

6.1.2. The Parties agree that the ALR payable by the Lessee for the first 6 (six) Contract Years shall be equal to the amounts set out in Schedule C of this Lease Deed. For the remainder of the Term, the ALR shall be subject to an escalation as follows:

- (a) the ALR payable by the Lessee for the previous Contract Year in accordance with this Lease Deed shall become the base ALR ("**Base ALR**");
- (b) the Base ALR shall be subject to an escalation of 15% (fifteen percent) for the block of immediately succeeding 3 (three) Contract Years after expiry of the 6<sup>th</sup> (sixth) Contract Year ("**Revised ALR**");
- (c) the Revised ALR shall be subject to an escalation of 15% (fifteen percent) for the block of immediately succeeding 3 (three) Contract Years thereafter;
- (d) the aforesaid process of escalation shall continue to apply *mutatis mutandis* for each block of immediately succeeding 3 (three) Contract Years or part thereof during the remainder of the Term.

**Note to Draft:** The above clause has been drafted keeping in view the land rental approved by AAI Board for all airports from 01-04-2022 uptill 31-03-2028 with provision of 15% escalation after every three year.

OR

The Parties agree that the ALR payable by the Lessee for the respective years of the lease as set out in Schedule C of this Lease Deed.

**Note to Draft:** In case Board approves specific rates for any specific proposal on allotment of land with period of lease, those rates shall be incorporated in Schedule-C and the above clause shall be replaced accordingly.

**6.2. Timing of payment of ALR**

Irrespective of whether or not an invoice is issued by the Lessor, and subject to the provisions of Clause 6.3, the ALR shall be paid by the Lessee to the Lessor, in advance, within 15 (fifteen) days of commencement of each Contract Year. *Provided that*, the ALR for the first Contract Year of the Term shall be paid in accordance with Clause 2.1(b).

<b>LESSOR</b>	<b>LESSEE</b>
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**6.3. Payment of ALR**

The Lessee agrees that the ALR shall be exclusive of all taxes (including but not limited to goods and services tax) which shall be payable in addition to the ALR and be borne by the Lessee at its own risk and costs. The Lessee shall be entitled for deduction of tax at source on payment of ALR as per the applicable rate in accordance with Applicable Law.

**7. USE OF THE DEMISED PREMISES**

The Lessee hereby expressly covenants and agrees that, throughout the Term, it shall only use the Demised Premises strictly for the sole purpose of implementing the Project in accordance with terms and conditions of this Lease Deed.

**8. UTILITIES**

8.1. On and from the Effective Date, it is hereby agreed between the Parties that the Lessee shall be responsible for procuring its own Utility Services from the relevant third-party utility providers for the Demised Premises. The Lessee shall be responsible for payment of relevant charges for availing such Utility Services (“Utility Charges”) to the relevant third-party utility providers on or before the due date of invoice raised by the concerned authority.

8.2. In the event that the Lessee requests the Lessor for extending the utilities existing at the Airport, the Lessor may at its sole discretion, make available such utilities (including electricity and water) to the Lessee at the prevailing charges prescribed by the Lessor from time to time.

8.3. In the event of a disruption to regular services, it is clarified that the Lessee shall be responsible for arrangement and installation of power generator backup for electricity, fire detection and protection system (including storage), stand-by arrangement for potable water (including storage), stand-by arrangement for non-potable water (including storage), sewage systems etc.

8.4. In the event that the Lessor is making available any utilities to the Lessee in accordance with Clause 8.2 above, the payment for Utility Charges shall be made by the Lessee to the Lessor (or any other entity appointed by the Lessor in this regard), within 15 (fifteen) days of the date of invoice issued in this regard by the Lessor (or any other entity appointed by Lessor in this regard).

**9. TAXES AND DUTIES**

The Lessee shall pay all taxes in respect of the Demised Premises or the structures to be constructed thereon or in respect of the materials stored therein which may be levied by any governmental authority, from time to time.

**10. POWER TO INSPECT**

The Lessee shall, upon receiving reasonable notice in advance, permit the Lessor and its duly authorised representatives to enter upon the Demised Premises and the works or structures for the time being constructed or standing thereon to view and inspect the same, and if any defect is found and brought to the notice of the Lessee in writing to, remedy or make good the defect within such reasonable time as may be specified by the Lessor.

**11. LESSEE’S WARRANTIES**

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The Lessee hereby represents, warrants, acknowledges and undertakes, to and for the benefit of the Lessor, that:

- 11.1. it has taken all necessary corporate and other actions under Applicable Law to authorise the execution and delivery of this Lease Deed and to validly exercise its rights and perform its obligations under this Lease Deed;
- 11.2. this Lease Deed constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Lease Deed will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- 11.3. it has conducted a thorough due diligence of the Demised Premises, along with all buildings and/or structures thereon (if any), and hereby confirms that the Demised Premises along with any and all buildings and/or structures thereon (if any) (in their present form) are fit for purpose. In this regard, the Lessee further acknowledges that it shall have no recourse against the Lessor if it is, at a later date, found that the Demised Premises or any building or structure thereon, is/are deficient in any manner whatsoever ("**Deficiency**"). If a Deficiency is found, the Lessee hereby acknowledges and agrees that it shall, at its own cost and at no cost to the Lessor, take all appropriate measures to remedy the same;
- 11.4. it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Lease Deed or matters arising thereunder including any obligation, liability or responsibility hereunder;
- 11.5. there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Lease Deed or which individually or in the aggregate, may result in any material impairment of its ability to perform any of its obligations under this Lease Deed;
- 11.6. it has complied with Applicable Law in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may result in breach of its obligations under this Lease Deed;
- 11.7. no representation or warranty by it contained herein or in any other document furnished by it to Lessor or to the Government in relation to Approvals contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- 11.8. all its rights and interests in the Hangar Facilities shall pass to and vest in Lessor on the transfer date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of Lessor, subject to any deed under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Lease Deed;
- 11.9. the execution, delivery and performance of this Lease Deed will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its charter documents, any Applicable Law or any covenant, contract, Lease Deed, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- 11.10. it shall use the Demised Premises only for the purposes of implementing the Project;

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- 11.11. it shall regularly pay the ALR as provided for under Clause 6 hereinabove and shall observe, abide by and fulfill each of its obligations and covenants set forth herein;
- 11.12. it shall not do or permit to be done on the Demised Premises or the structures thereon, any activities, which may be contrary to any Applicable Law;
- 11.13. it shall (a) keep and maintain the Demised Premises and the buildings and structures thereon in good and habitable condition at all times and (b) shall ensure that the Demised Premises will be free from encroachments at all times (except encroachments existing on the date hereof) and to the extent that there occur and/or exist any Encumbrances on the Demised Premises shall use its best endeavors to remove such Encumbrances from the Demised Premises, as soon as practicable; and
- 11.14. the Lessee, from the Effective Date and throughout the Term, accepts the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Demised Premises including the structures and buildings thereon and agrees to hold harmless and indemnify the Lessor from and against any loss, expense (including legal fees), claim, damage, cost or liability or any compensation agreed with any Third Party which the Lessor may sustain from or in relation to the condition, operation, repair, replacement, maintenance and management of the Demised Premises including the structures and buildings thereon.

**12. LESSOR'S WARRANTIES**

The Lessor hereby represents, warrants and undertakes, to and for the benefit of the Lessee, that:

- 12.1. it has the power and authority and has taken all actions necessary to validly execute and deliver this Lease Deed;
- 12.2. its obligations under this Lease Deed will be legally valid and binding and enforceable against it;
- 12.3. the execution, delivery and performance of this Lease Deed will not conflict with, result in the breach of, or constitute a default under, or accelerate performance required under the terms of any covenant, Lease Deed, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in a violation of Applicable Law;
- 12.4. it has good and valid title to the Demised Premises, and has power and authority to grant the lease; and
- 12.5. upon the Lessee paying the ALR and performing the covenants herein, the Lessee shall, at all times during the Term, hold and enjoy the Demised Premises and the rights specified in this Lease Deed without any interruption or disturbance by (a) the Lessor; or (b) any person lawfully claiming through, under or in trust for the Lessor.

**13. OBLIGATION OF THE PARTIES**

**13.1. Change in Ownership**

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13.1.1. The Lessee shall not undertake or permit a Change in Ownership, at any time during the Term, except with the prior written approval of the Lessor.

13.1.2. Notwithstanding anything to the contrary contained in this Lease Deed, the Lessee agrees and acknowledges that all acquisitions of equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any equity, in aggregate of 25% (twenty five percent) or more of the total issued and paid-up share capital (on a fully diluted basis) of the Lessee shall also constitute a Change in Ownership requiring prior approval of the Lessor from a national security and public interest perspective, the decision of the Lessor in this behalf being final, conclusive and binding on the Lessee.

### 13.2. Lessee's Obligation

13.2.1. The Lessee shall ensure that it shall, at all times and in all respects, comply with Applicable Law, including guidelines, bye-laws, policies, directions, and technical memoranda that are stipulated by the Relevant Authorities pertaining to the design, financing, construction, testing, commissioning and operation of the Hangar Facilities.

13.2.2. The Lessee shall, at all times, be required to obtain and maintain all necessary Approvals as required under Applicable Law for performing its obligations under this Lease Deed.

13.2.3. The Lessee shall procure and ensure that it shall discharge its obligations hereunder in accordance and in compliance with:

- (a) the Applicable Law;
- (b) any applicable regulations, requirements, standards etc. prescribed by the DGCA, the Ministry of Civil Aviation, Government of India and/or the Lessor;
- (c) any applicable regulations, requirements, standards etc. prescribed by BCAS;
- (d) any applicable regulations, requirements, guidelines, standards etc. prescribed by the IATA, the ICAO and other organisation of similar standing and status;
- (e) any design, safety, security manual and/or any other manuals or standards issued by Lessor(as amended from time to time);
- (f) any applicable regulations, requirements, guidelines, standards etc. prescribed by the Relevant Authorities;
- (g) the applicable regulations, requirements, guidelines, standards etc. pertaining to Hangar Facilities, as may be applicable; and
- (h) terms and conditions of the Approvals procured by it.

13.2.4. In discharging its obligations under this clause, the Lessee shall always ensure that it acts as a reasonable and prudent person.

13.2.5. The Lessee shall indemnify the Lessor against all losses, damages, costs, expenses, claims, demands, proceedings or liability however arising against or incurred by Lessor pursuant to this Lease Deed, due to or arising from or contributed to by any act, omission or default on the part

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of the Lessee, as the case may be.

- 13.2.6. The Lessee agrees and acknowledges that the Lessor may issue certain manuals or procedural guidelines, including but not limited to airport operators' aerodrome manual(s), airport facility user manual(s), conditions of use, or any other manuals in relation to the Airport, and the Lessee agrees and undertakes to comply with the requirements envisaged thereunder, to the extent applicable to it, at all times.
- 13.2.7. The Lessee shall comply in all respects with Applicable Law and applicable requirements or provisions of or arising from any aviation or airport security legislation or international civil aviation obligations as may exist (in whatever form and by whatever name known) from time to time, and shall procure that its employees, contractors, sub-contractors, consultants, agents, suppliers, visitors and invitees, and their respective employees shall, at all times whilst they are at or in the vicinity of the Airport, do the same.
- 13.2.8. The Lessee shall organise the Demised Premises with regard to safety precautions, fire protection, security, transportation, delivery of goods, materials, plant and equipment, control of pollution, maintenance of competent personnel and labour and industrial relations and general Demised Premises services including, without limitation, access to and on the Demised Premises, allocation of space for contractors' and sub-contractors' offices and compounds and the restriction of access to the Demised Premises to authorised persons only.
- 13.2.9. The Lessee undertakes herein that it will comply with all requirements, instructions or directions (however called) given to the Lessee by Lessor arising from the directions given to or requirement imposed on Lessor pursuant to this Lease Deed, any other deeds relating to the Airport or the Applicable Law.
- 13.2.10. The Lessee shall share all relevant information with various regulators and aeronautical navigation service providers required for procurement of aerodrome license by Lessor from the Relevant Authorities and renewal thereof.
- 13.2.11. The Lessee shall ensure that the personnel engaged by it in the performance of its obligations under this Lease Deed are at all times properly trained and certified for their respective functions.
- 13.2.12. Notwithstanding anything to the contrary contained in this Lease Deed, the engagement of employees, staff and personnel of the Lessee and of its contractors and subcontractors shall always be subject to security clearance by the Government/Designated GOI Agency and only persons having a valid security clearance shall be permitted on the Airport.
- 13.2.13. For providing emergency medical aid to users, the Lessee shall set up and operate a medical aid post at the Hangar Facility equipped to render first aid and to assist in accessing emergency medical aid from hospitals in the vicinity.
- 13.2.14. The Lessee shall take all such measures as may be necessary in accordance with Applicable Law to control and mitigate the noise arising from the Hangar Facility and its impact on users and the neighborhood.
- 13.2.15. The Lessee shall be prohibited from setting up of labour camps and laydown areas within the Demised Premises, save and except areas which have been specifically earmarked for such purposes by Lessor.

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**13.3. Lessor's Obligation**

- 13.3.1. Lessor shall appoint and notify the Lessee of the appointment of a manager responsible for coordinating between the Lessee and Lessor on matters relating to the performance of this Lease Deed.
- 13.3.2. The Lessor shall handover possession of the Demised Premise in accordance with the terms of this Lease Deed.

**14. TERMINATION**

**14.1. Lessee Event of Default**

14.1.1. The Lessor may terminate this Lease Deed in any of the following circumstances:

- (a) an order is made or resolution is passed for the liquidation, bankruptcy or dissolution of Lessee which is not, if capable of being so, discharged or, as the case may be, revoked within 30 (thirty) days thereafter;
- (b) any representation or warranty of the Lessee herein contained, which is as of the date hereof, found to be materially false, incorrect or misleading or the Lessee is at any time hereafter found to be in breach thereof;
- (c) the Lessee has failed to provide and/or maintain the Performance Security;
- (d) the Lessee creates any Encumbrance in breach of this Lease Deed;
- (e) the Lessee repudiates this Lease Deed or otherwise takes any action or evidences or conveys an intention not to be bound by the Lease Deed;
- (f) a Change in Ownership has occurred in breach of this Lease Deed;
- (g) the Lessee fails to comply with any of the safety and/or security related directions/guidelines, as may be issued by the Lessor and/or any Relevant Authorities from time to time required to be complied with at the Airport;
- (h) if an application for initiation of corporate insolvency resolution process has been admitted against the Lessee before a competent court under the Insolvency and Bankruptcy Code, 2016;
- (i) the Lessee is in material breach of any of the terms and conditions of this Lease Deed; and/or
- (j) the Lessee fails to make any payments (or part thereof) as set out under this Lease Deed.

(For the purposes of this Lease Deed each of the events listed under Clause 14.1.1 (a) to (j) shall constitute an "Lessee Event of Default").

**14.2. Termination Notice**

14.2.1. The Lessor shall not enforce its rights to terminate this Lease Deed for any Lessee Event of Default unless and until:

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- (a) the Lessor serves on the Lessee a notice specifying the breach complained of and requiring the Lessee to remedy it (if capable of remedy); and
- (b) the Lessee fails to remedy the breach (if capable of remedy) within [30 (thirty) days] from the notice from Lessor to do so. Provided that the Lessor shall be entitled to terminate this Lease Deed immediately (and without providing any time period for remedying the breach) if such event adversely affects the operations of the Airport.

14.2.2. The requirement of providing a notice under Clause 14.2 shall be limited to such circumstances which are capable of being remedied. If there is a breach which, in the reasonable opinion of Lessor, is not capable of being remedied, Lessor shall serve on the Lessee notice specifying the breach complained of and requiring the Lessee to prove within 15 (fifteen) days its ability to remedy the breach. Subsequent to the 15 (fifteen) days period, if, Lessor, in its reasonable opinion (and notwithstanding the Lessee's efforts to prove its ability to remedy the breach), arrives at the conclusion that the breach is not capable of being remedied, Lessor shall not be required to comply with Clause 14.2 and shall have the right to terminate this Lease Deed forthwith.

**14.3. Lessor Event of Default**

If there is a material breach of its obligations by Lessor ("**Lessor Event of Default**"), the Lessee may terminate this Lease Deed.

14.3.1. The Lessee shall not enforce its right to terminate this Lease Deed under Clause 14.3 unless and until:

- (a) the Lessee serves on the Lessor, a notice specifying the breach complained of and requiring the Lessor to remedy it (if capable of remedy); and
- (b) the Lessor fails to remedy the breach (if capable of remedy) within 60 (sixty) days after notice from the Lessee so to do (or, where that is not possible, to commence to remedy the same within such period and thereafter to proceed diligently and in good faith to complete such remedy).

**14.4. Accrued Rights and Continued Effect**

14.4.1. Termination for any reason of this Lease Deed shall be without prejudice to:

- (a) any rights or obligations which may have accrued hereunder prior to the date thereof, including without limitation any rights to compensation or damages which may have arisen from any failure to pay, observe or perform which gave rise to a right to terminate under Clause 14.1 or 14.3 which was exercised; and
- (b) the continued effect and operation of any terms of this Lease Deed which contemplate post-termination operation.

**14.5. Handing Over**

14.5.1. Subject to Clause 14.4 of this Lease Deed, upon the expiry or early termination of this Lease Deed for any reason whatsoever, the Lessee shall, at its own cost and expense (save as otherwise stated herein):

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- (a) immediately vacate and hand over the Demised Premises (including any immovable building/structures thereon) to the Lessor;
- (b) immediately remove from the Demised Premises all loose plant, loose equipment, vehicles and other equipment, furnishings, furniture, stocks and other items of whatever nature, previously used or to be used by the Lessee in relation to the Hangar Facilities. If, in breach of this Clause 14.5.1 (b) any of such items has/have not been removed from the Demised Premises within 30 (thirty) days after termination for any reason of this Lease Deed, Lessor may (without prejudice to any other rights or remedies to which it may be entitled) itself remove, or arrange for the removal, from the Demised Premises any such item or items not removed and dispose of the same as it may in its sole discretion think fit without any liability to account to the Lessee for any proceeds of such disposal;
- (c) immediately (except to the extent necessary in order to enable compliance with this Clause 14.5) remove from the Airport all personnel previously employed for the Hangar Facilities and/or the observance and performance of its obligations and liabilities hereunder;

Notwithstanding anything contained in this Clause 14.5, no liability (accrued or contingent) of the Lessee or relating to the Hangar Facilities arising on account of actions or inactions prior to the transfer date shall be assumed or transferred to Lessor or its nominees. Lessor or its nominees shall only be liable for liabilities in relation to the Hangar Facilities arising subsequent to the transfer date.

- (d) immediately transfer the rights, title and interest in Hangar Facilities to Lessor which shall thereupon vest in Lessor.

14.5.2. Upon termination or expiry of this Lease Deed, if the Lessee does not immediately vacate and hand over the Demised Premises to the Lessor in accordance with the terms of this Lease Deed, the Lessor shall, without prejudice to any of its rights under this Lease Deed and/or under Applicable Law, be entitled to additionally levy upon and recover from the Lessee, liquidated damages for an amount which shall be equivalent to two times of the ALR payable by the Lessee: (a) for the Contract Year during which the termination occurred, in case of an early termination; and (b) for the previous Contract Year, in case of expiry of the Lease Deed, calculated on a pro rata basis from the date on which the Lessee was required to vacate and hand over the Demised Premises till the actual date of vacating and handing over of the Demised Premises.

14.5.3. Notwithstanding Clause 14.5.2. of this Lease Deed, the Lessee shall be liable for the consequences including but not limited to payment of any penalty by the Lessee to the Lessor as assessed by the Eviction Officer and eviction from the Demised Premises, as per the provisions of Applicable Law including Chapter V-A ("*Eviction of Unauthorized Occupants etc. of Airport Premises*") of the Airports Authority of India Act, 1994 (*including any amendments thereto*). Further, without prejudice to the payments under Clause 14.5.2 of this Lease Deed, the Lessee shall be liable to pay any additional amounts to the Lessor, that may be levied on the Lessee by the Eviction Officer. In this regard, the Airport Director of the Airport or such other officer as may be nominated by the Lessor shall be the 'Eviction Officer' for the purposes of this Clause 14.5.3. of the Lease Deed.

**14.6. Survival of rights**

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14.6.1. Notwithstanding anything to the contrary contained in this Lease Deed, any termination pursuant to the provisions of this Lease Deed shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, Performance Security, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Lease Deed, shall survive termination of this Lease Deed to the extent such survival is necessary for giving effect to such rights and obligations.

**14.7. Return of Performance Security**

Subject to Clause 3.3, upon early termination or expiry of the Term, Lessor shall return to the Lessee, the Performance Security, after adjustment of any outstanding statutory dues such as taxes and any amounts payable to Lessor (including, without limitation, any outstanding claims of Lessor).

**15. DISPUTE RESOLUTION**

15.1. The Parties shall use their respective reasonable endeavors to settle any dispute, difference claim, question or controversy between the Parties arising out of, in connection with or in relation to this License Agreement ("Dispute") amicably between themselves through negotiation or mediation process as per AAI's policy.

15.2. Any Dispute which the Parties are unable to resolve pursuant to Clause 15.1 within 60 (sixty) days (or such longer period as the Parties may agree) of the written notification by one Party to the other of the existence of a Dispute shall be finally determined by arbitration governed by the provisions of the Arbitration and Conciliation Act, 1996. Each Party shall be entitled to appoint one arbitrator each, and the two arbitrators so appointed shall mutually agree upon and appoint the third and presiding additional arbitrator. The seat and venue of arbitration shall be New Delhi and the arbitration proceedings shall be conducted in the English language. The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the Parties concerned. The award may include an award of costs, including reasonable attorneys' fees and disbursements.

15.3. Each Party shall pay the expenses of the arbitration in accordance with the rules notified under the Arbitration and Conciliation Act, 1996 and the eventual liability for the costs shall be in terms of the arbitral award. No arbitrator shall be the present or former employee or agent of, or consultant or counsel to either Party or in any way related or closely connected with the Parties. The language of the arbitration shall be English.

15.4. Any decision or award of an arbitral tribunal appointed pursuant to this Clause 15 shall be final and binding upon the Parties. The Parties agree that any arbitration award made may be enforced by the Parties against assets of commensurate value of the relevant Party, wherever those assets are located or may be found, and judgment upon any arbitration award (wherever necessary) may be entered by any court of competent jurisdiction thereof. The Parties expressly submit to the jurisdiction of any such court for the purposes of enforcement of any arbitration award.

**16. MISCELLANEOUS PROVISIONS**

**16.1. Governing law and jurisdiction**

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This Lease Deed shall be construed and interpreted in accordance with and governed by the laws of India. Subject to Clause 15, the courts at [insert<sup>19</sup>] shall have jurisdiction over all matters arising out of or relating to this Lease Deed.

**16.2. Delay interest**

All outstanding amounts payable by the Lessee to the Lessor under this Lease Deed, that are not paid by the due date in accordance with this Lease Deed, shall carry simple interest at a rate per annum of 12% (twelve percent), calculated from the payment due date till the actual date of payment of the outstanding amounts.

**16.3. Alteration of terms**

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

**16.4. No Third Party beneficiaries**

This Lease Deed is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

**16.5. Severability**

If for any reason whatever any provision of this Lease Deed is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision.

**16.6. Assignment and other charges**

16.6.1. The Lessee shall not assign, sell, sub-lease, license, sub-license, mortgage, pledge or in any other way transfer or create encumber this Lease Deed (or any rights hereunder, whether in whole or in part) and / or the Demised Premises (or any portion thereof) to any Third Party, without the prior written consent of the Lessor. For the avoidance of any doubt, the Lessor shall, in its sole discretion, be entitled to accept or reject such request of the Lessee.

16.6.2. Subject to Clause 16.6.1 above, the Lessee hereby covenants and agrees that it shall, prior to granting any sub-lease, license, sub-license or any other Third Party rights created in respect of this Lease Deed or the Demised Premises or any portion thereof, ensure that any and all such sub-leases, licenses, sub-licenses or any other Third Party rights created in respect of this Lease Deed or the Demised Premises shall be subject to the terms and conditions set forth in this Lease Deed and in particular right of reversion as set out in Clause 5.3 hereinabove.

16.6.3. The Lessor may, without requiring the prior consent of the Lessee, but upon prior intimation to the Lessee, transfer and / or assign this Lease Deed (or any rights hereunder).

<sup>19</sup> **Note to Draft:** Please insert the name of the city where the Airport is located for which this Lease Deed shall be entered into.

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**16.7. Successors and assigns**

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

**16.8. Costs and Expenses**

16.8.1. The Lessee shall bear its own costs (and expenses, including without limitation any fees payable to its advisors) in connection with the negotiation, preparation and execution of this Lease Deed. Provided that all the taxes including the stamp duty and any consequential charges thereon and registration charges with respect to this Lease Deed shall be borne and paid by the Lessee.

16.8.2. It is agreed that upon the payment of due stamp duty, the Lessee shall be free to register this Lease Deed. The Parties expressly agree that it shall be the responsibility and liability of the Lessee to comply with the requirements in relation to payment of stamp duty and the registration of this Lease Deed with any relevant governmental authority and any consequential charges thereon.

**16.9. Notices**

16.9.1. All notices, requests, demands or other communication required or permitted to be given under this Lease Deed and the provisions contained herein shall be written in English and shall be deemed to be duly sent by registered post, postage prepaid or transmitted by facsimile transmission or courier to the other Parties at the address indicated below: -

(a) In the case of Lessor, to:

Attention: General Manager (Land Management)  
Airports Authority of India, Rajiv Gandhi Bhawan  
Safdarjung Airport, New Delhi-110003

E mail: [lm.chq@aai.aero](mailto:lm.chq@aai.aero)

(b) In the case of Lessee, to:

Attention: [insert<sup>20</sup>],  
[insert<sup>21</sup>]  
E mail: [insert<sup>22</sup>]

or at such other address as the Party to whom such notices, requests, demands or other communication is to be given shall have last notified the Party giving the same in the manner provided in this Clause 16.9, but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents. Any notice, request, demand or other communication delivered to the Party to whom it is addressed as provided in this Clause 16.9 shall be deemed (unless there is evidence that it has been received earlier) to have been given and received, if:

<sup>20</sup> **Note to Draft:** Please insert the name and designation of the Lessee's personnel to whom the notice should be addressed.

<sup>21</sup> **Note to Draft:** Please insert the details of the address to which the notice should be sent.

<sup>22</sup> **Note to Draft:** Please insert the email address to which the digital copy of the notice should be sent.

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- (i) sent by mail, except air mail, 10 (ten) Business Days after posting it; or
- (ii) sent by air mail, 6 (six) Business Days after posting it; or
- (iii) sent by e-mail, when confirmation of its transmission has been recorded in the sender's e-mail account; or
- (iv) sent by courier, when delivered as per the confirmation of the delivery provided by the courier service agency; or
- (v) sent by registered post acknowledgement due or speed post acknowledgment due.

For abundant caution, it is clarified that, legal notices shall be sent to either Party by the other by way of registered post or hand delivery.

**16.10. Language**

All notices, certificates, correspondence and proceedings under or in connection with this Lease Deed shall be in English.

**16.11. Lessee not AAI's agents**

Nothing in this Lease Deed, whether express or implied, constitutes the Lessee as the agent of AAI in respect of any matter or action taken, or vice-versa.

**16.12. Authorised representatives**

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and / or substitute or make fresh appointment of such authorised representative by similar notice.

*[Intentionally left blank]*

<b>LESSOR</b>	<b>LESSEE</b>
---------------	---------------

*[Handwritten signature]*  
 25/11/23  
 [Handwritten text]

**IN WITNESS WHEREOF** this Lease Deed has been executed by the duly authorized representatives of the Parties hereto on the day and year first above written.

For and on behalf of <b>Airports Authority of India</b>  Signature: Name: Designation: Address: Date:	For and on behalf of [insert <sup>23</sup> ]  Signature: Name: Designation: Address: Date:
Witnesses 1: Signature: Name: Address: Date:	Witnesses 2: Signature: Name: Address: Date:

<sup>23</sup> **Note to Draft:** Please insert the name of the Lessee who shall be entering into this Lease Deed.

<b>LESSOR</b>	<b>LESSEE</b>
---------------	---------------

*[Handwritten Signature]*  
 25/11/2023  
 6m 4m, 14th

**SCHEDULE A – DEMISED PREMISES**

[insert<sup>24</sup>]

<sup>24</sup> **Note to Draft:** Please insert the coordinates of the Demised Premises.

<b>LESSOR</b>	<b>LESSEE</b>

*Jim*  
2/5/11/2023  
[unclear]

**SCHEDULE B – PERFORMANCE SECURITY**

**TO**  
**AIRPORTS AUTHORITY OF INDIA**  
[Insert<sup>25</sup>]

**WHEREAS:**

- (A) [insert<sup>26</sup>] (the “**Lessee**”) and the Airports Authority of India (the “**Lessor**”) have entered into a lease deed dated [insert<sup>27</sup>] (the “**Lease Deed**”) whereby Lessor has agreed to the Lessee to grant lease of the Demised Premises (as defined under the Lease Deed) to the Lessee for the purpose of implementing the development, operations, maintenance and management of the Hangar Facilities (as defined under the Lease Deed) at the Demised Premises, subject to and in accordance with this Lease Deed.
- (B) The Lease Deed requires the Lessee to furnish a bank guarantee as the Performance Security (as defined in the Lease Deed) to Lessor in a sum of INR [insert<sup>28</sup>] (Indian Rupees [insert<sup>29</sup>]) (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Lease Deed, during the Term (as defined in the Lease Deed) of the Lease Deed.
- (C) We, [insert<sup>30</sup>] through our branch at [insert<sup>31</sup>] (the “**Bank**”) have agreed to furnish this bank guarantee (“**Guarantee**”).

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

- 1. At the request of the Lessee, guarantee the due and faithful fulfilment of, and compliance with, the terms and conditions of the Lease Deed by the Lessee, and unconditionally and irrevocably undertake to pay forthwith to Lessor (upon receiving a written request from Lessor in this regard) the Guarantee Amount as our primary obligation, without any demur, reservation, recourse, contest or protest and without reference to the Lessee.
- 2. Any such written demand made by Lessor, shall be final, conclusive and binding on the Bank.
- 3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Lessee or any other person and irrespective of whether the claim of Lessor is disputed by the Lessee or not, merely on the first demand from Lessor stating that the amount claimed is due to Lessor. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.
- 4. We, the Bank, further agree that Lessor shall be the sole judge to decide as to whether the Lessee is in default of due and faithful fulfilment and compliance with the terms and conditions

<sup>25</sup> **Note to Draft:** Please insert the address of the Airports Authority of India.

<sup>26</sup> **Note to Draft:** Please insert the name of the Lessee on whose behalf the bank guarantee shall be issued.

<sup>27</sup> **Note to Draft:** Please insert the date of execution of this Lease Deed.


<sup>28</sup> **Note to Draft:** Please insert the value for which the bank guarantee shall be issued in numerical.

<sup>29</sup> **Note to Draft:** Please insert the value for which the bank guarantee shall be issued in words.

<sup>30</sup> **Note to Draft:** Please insert the name of the bank which shall be issuing the bank guarantee on behalf of the Lessee.

<sup>31</sup> **Note to Draft:** Please insert the name of the branch of the bank which shall be issuing the bank guarantee on behalf of the Lessee.

<b>LESSOR</b>	<b>LESSEE</b>
---------------	---------------

  
25/11/2023  
Lm km, lsm

contained in this Lease Deed, and the decision of Lessor that the Lessee is in default as aforesaid shall be final and binding on us, notwithstanding any differences between Lessor and the Lessee or any dispute pending before any court, tribunal, arbitrator or any other authority.

5. This Guarantee shall not be affected by any change in the constitution or winding up of the Lessee or the Bank or any absorption, merger or amalgamation of the Lessee or the Bank with any other person.
6. In order to give full effect to this Guarantee, Lessor shall be entitled to treat the Bank as the principal debtor. Lessor shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, to vary any of the terms and conditions contained in this Lease Deed and the Bank shall not be released from its liability under these presents by any exercise by Lessor of the liberty with reference to the matters aforesaid or by reason of time being given to the said Lessee or any other forbearance, act or omission on the part of Lessor or any indulgence by Lessor to the said Lessee or by any change in the constitution of Lessor or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail or by email to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of Lessor's notice of claim on us addressed to [insert<sup>32</sup>] and delivered at the branch specified herein, which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for Lessor to proceed against the said Lessee before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which Lessor may have obtained from the said Lessee or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. Notwithstanding anything to the contrary contained in this Guarantee, we, agree and acknowledge that this Guarantee is unconditional and irrevocable during its currency, and accordingly we further undertake not to revoke this Guarantee during its currency except with the previous express consent of Lessor in writing.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect until the Term of the Lease Deed with an additional claim period of 90 (ninety) days or until it is released earlier by Lessor pursuant to the provisions of the Lease Deed. The Bank is liable to pay the Guarantee Amount or any part thereof under this Guarantee if Lessor serves upon the Bank a written claim or demand upon the Bank before the expiry of the aforesaid claim period.

<sup>32</sup> **Note to Draft:** Please insert the name of the bank along with branch address which shall be issuing the bank guarantee on behalf of the Lessee.

<b>LESSOR</b>	<b>LESSEE</b>
---------------	---------------

*[Handwritten Signature]*  
25/11/2023  
Gm Wm/Um

12. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS GUARANTEE, OUR LIABILITY UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING INR [insert<sup>33</sup>] (INDIAN RUPEES [insert<sup>34</sup>] ONLY).
13. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and sealed this [insert<sup>35</sup>] day of [insert<sup>36</sup>], 20[insert<sup>37</sup>] at [insert<sup>38</sup>]

SIGNED, SEALED AND DELIVERED

For and on behalf of  
the BANK by:

(Signature)  
(Name)  
(Designation)  
(Code Number)  
(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

<sup>33</sup> **Note to Draft:** Please insert the value beyond which the liability of the bank shall not exceed under the bank guarantee in numerical.

<sup>34</sup> **Note to Draft:** Please insert the value beyond which the liability of the bank shall not exceed under the bank guarantee in words.

<sup>35</sup> **Note to Draft:** Please insert the date of the month on which the bank is issuing this bank guarantee.

<sup>36</sup> **Note to Draft:** Please insert the month on which the bank is issuing this bank guarantee.

<sup>37</sup> **Note to Draft:** Please insert the year on which the bank guarantee is issued by the bank.

<sup>38</sup> **Note to Draft:** Please insert the name of the city and state where the bank branch is located.

<b>LESSOR</b>	<b>LESSEE</b>
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*[Handwritten Signature]*  
25/01/2023  
C. M. S. / 10/11/2023

SCHEDULE C – ALR

[Insert<sup>39</sup>]

<sup>39</sup> **Note to Draft:** Please insert the amount of the ALR payable by the Lessee to the Lessor for the initial six Contract Years.

LESSOR	LESSEE

*am*  
25/11/2023  
Lm Wm 1/1/23

**Annexure-II**

Date: *[INSERT]*

**AGREEMENT FOR RIGHT OF WAY**

**BETWEEN**

**AIRPORTS AUTHORITY OF INDIA  
(GRANTOR)**

**AND**

***[INSERT NAME OF THE GRANTEE]*  
(GRANTEE)**

**For**

**RIGHT OF WAY FOR PLACEMENT, OPERATION AND MAINTENANCE OF *[INSERT DESCRIPTION OF THE PROJECT]* AT *[INSERT NAME]* AIRPORT**


  
25/11/2023  
[Handwritten name]

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GRANTOR	GRANTEE
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*am*  
25/9/2023  
62402144

## AGREEMENT FOR RIGHT OF WAY

This agreement for right of way (“**Agreement**”) is entered into at [insert place of execution] on this [insert] day of [insert], 2023 (“**Effective Date**”) by and between:

1. **Airports Authority of India**, an authority constituted under the Airports Authority of India Act, 1994, having its principal office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi, 110003 (hereinafter referred to as “**AAI**” or the “**Grantor**”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) of the **FIRST PART**; and
2. [insert name of the Grantee], a company incorporated under the Companies Act, [1956/2013] and having its registered office at [insert] (hereinafter referred to as “[insert initial name of the grantee]” or the “**Grantee**”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) of the **SECOND PART**.

Each of the parties of the **FIRST** and **SECOND PART** are individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.


### WHEREAS

- A. The Grantor is an authority established under the Airports Authority of India Act, 1994 (hereinafter referred to as the “**AAI Act**”) and is responsible for, *inter alia*, the development, operation, maintenance and management of airports in India.
- B. The Grantor is the owner and the airport operator of [insert] airport located in [insert city], [insert state], India (“**Airport**”).
- C. The Grantee is a [limited liability company] existing under the Companies Act, 2013 and is engaged, *inter alia*, in the business of [insert brief description of activity undertaken by the Grantee] at airport.
- D. [Whereas, AAI and [insert] had entered into an agreement dated [insert] (“**Previous Agreement**”), pursuant to which Right of Way was granted on the Premises on a license to [insert] in accordance with the terms thereunder.]<sup>1</sup>
- E. [The Parties now intend to enter into a new license arrangement in accordance with the terms hereof. The Parties hereby agree that this Agreement shall supersede and substitute all previous license/arrangements between the Parties in relation to the Right of Way and neither Party shall have any right and/or obligations to the other under any of the terms and conditions of such previous license/arrangements save and except with regard to any amounts due and payable which are yet to be paid, any disputes and/or claims, in each case, under such previous license/arrangements.]<sup>2</sup>
- F. Relying on the representations and warranties made by the Grantee (including those contained herein), the Grantor has agreed to execute this Agreement to grant Right of Way to the Grantee for the purpose of implementing the Project, subject to and in accordance with this Agreement.

<sup>1</sup> **Note to Draft:** Applicable only in case of renewal of an existing right of way through execution of a fresh agreement.

<sup>2</sup> **Note to Draft:** Applicable only in case of renewal of an existing right of way through execution of a fresh agreement.

<b>GRANTOR</b>	<b>GRANTEE</b>
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**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1. Definitions**

“**Airport**” has the meaning ascribed to such term in Recital B;

“**Applicable Law**” means all laws brought into force and effect by the Government, including statutes, ordinances, rules, regulations, circulars, notifications, directives, guidelines, bye-laws, orders, Approvals, any similar forms of decisions of, or determinations by, or any interpretations of, policy or administration, having the force of law, by any Government having jurisdiction over the matter in question, and judgements, decrees, injunctions, writs and orders of any court of record or a tribunal, applicable to this Agreement and/or the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

“**Approvals**” means all authorizations, consents, approvals, clearances, no objection certificates, permissions, licenses, permits, registrations, rulings, exemptions or other authorization of whatsoever nature, which is required to be obtained, procured or maintained under Applicable Law;

“**BCAS**” means Bureau of Civil Aviation Security, Ministry of Civil Aviation, Government of India, or equivalent authority as may be amended, supplemented, replaced from time to time;

“**Business Day**” shall be construed as a reference to a day (other than a Sunday) on which banks in [*insert*], India are generally open for business;

“**Contract Year**” means the period commencing from the Effective Date and ending on the thirty first day of March of the relevant financial year, and thereafter, a period of 12 (twelve) consecutive calendar months commencing at the first day of April and ending immediately on the thirty first day of March of the immediately succeeding years, and for the last Contract Year shall mean the period commencing on the first day of April falling immediately prior to the expiry of the Term and ending at the last day of the Term. Further, in case of termination of the Agreement prior to the Term, the last Contract Year shall mean the period commencing on the first day of April falling immediately prior to the termination of the Agreement until the termination;

“**Designated Terminal Point**” has the meaning ascribed to such term under Clause 8.2;

“**Dispute**” has the meaning ascribed to such term under Clause 16.1;

“**Effective Date**” means the date on which this Agreement is executed;

“**Encumbrance**” means any mortgage, right of way, pledge, equitable interest, prior assignment, conditional sales contract, hypothecation, right of others, claim, security interest, title retention agreement, voting trust agreement, interest, option, lien, charge, easement, encroachment or other condition, commitment, restriction or limitation of any nature whatsoever, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership. The word “Encumber” shall be construed accordingly;

<b>GRANTOR</b>	<b>GRANTEE</b>
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“**Government**” means the Government of India and the Government of the State of [insert] and any of the duly authorised agencies, authorities, departments, commissions, regulators, inspectorates, ministries or persons (whether autonomous or not);

“**Grantee Event of Default**” has the meaning ascribed to such term under Clause 14.1;

“**Grantor Event of Default**” has the meaning ascribed to such term under Clause 14.3;

“**IATA**” means International Air Transport Association;

“**ICAO**” means International Civil Aviation Organization;

“**Indemnified Party**” has the meaning ascribed to such term under Clause 15.3;

“**Indemnifying Party**” has the meaning ascribed to such term under Clause 15.3;

“**License Fee**” means the annual license rent to be paid by the Grantee in accordance with Clause 7;

“**Premises**” has the meaning ascribed to such term under Clause 4.1;

“**Project**” means Right of Way for placement, operation and maintenance of [ insert Description of Project] at [ insert name] Airport.

“**Relevant Authorities**” means any, (a) Government, (b) other regulatory authority having jurisdiction in relation to the Project under Applicable Law, (c) ICAO; (d) IATA; (e) BCAS (f) AAI; (g) Central Industrial Security Force; and/or (f) any other relevant non-governmental agencies;

“**Right of Way**” has the meaning ascribed to such term under Clause 4.1;

“**Term**” has the meaning ascribed to such term under Clause **Error! Reference source not found.**;

“**Third Party**” means any entity other than the Parties to this Agreement;

“**Utility Charges**” has the meaning ascribed to such term under Clause 8.1; and

“**Utility Services**” means any electric power cable, telephone cable or other cable or apparatus used in any communications, internet facilities, security, lighting, traffic control, traffic aids or other similar system, any pipe used in or for the supply of water, gas, etc. or for drainage, storm water drainage or sewerage, together with any duct for such cable or pipe and any apparatus or works ancillary to such cable, apparatus, pipe or duct, whether permanent or temporary and whether provided by the Grantor or otherwise.

1.2. **Interpretations**

1.2.1. In this Agreement, unless the context otherwise requires:

- (a) reference to a “law” includes all applicable laws and any decree, judgment, legislation, direction, order, ordinance, regulation, bye-law, statute, notification, circular, guideline, rule, statutory instrument or other legislative measure (as may be amended/re-enacted from time to time), with which any party is required to

<b>GRANTOR</b>	<b>GRANTEE</b>
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comply by law, (and “lawful” and “unlawful” shall be construed accordingly);

- (b) references in the singular shall include references in the plural and vice versa;
- (c) a reference to a “day” means a calendar day and a reference to a year means a financial year;
- (d) the headings are inserted for convenience and are to be ignored for the purposes of construction;
- (e) terms defined in the Schedules hereto shall have the meanings ascribed thereto in the Schedules when used elsewhere in this Agreement;
- (f) the recitals and Schedules to this Agreement form part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (g) the words “written” and “in writing” includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form with confirmation of the transmission;
- (h) the words “include” and “including” are to be construed without limitation;
- (i) in case of any ambiguity or discrepancy between the Clauses and the Schedules, the Clauses shall prevail;
- (j) if any payments due hereunder become payable on a day when principal commercial banks in India are closed for business or a day which is declared a holiday, such payments shall be deemed due and payable on the next Business Day thereafter; and
- (k) references to Recitals, Articles, Clauses, sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Agreement; reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs; and reference to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appears.

1.2.2. The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.3. Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.

**2. PRE-EXECUTION DATE ACTIONS**

2.1. The Parties hereby agree that prior to the execution of the Agreement, Grantee shall have:

*[Note to AAI: Please review and confirm the following pre-execution actions. Please let us know if any additional actions are required to be incorporated hereunder.]*

<b>GRANTOR</b>	<b>GRANTEE</b>
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25/9/2023  
Anil Kumar

- (a) paid to the Grantor, the License Fee for the first Contract Year in advance;
- (b) paid to the Grantor, the Performance Security in accordance with Clause 3.1; and
- (c) [paid to the Grantor, outstanding amounts of INR [insert] under the Previous Agreement.]<sup>3</sup>

**3. PERFORMANCE SECURITY**

3.1. The Grantee shall provide to the Grantor, a performance security in the form of a bank guarantee in the format set out in Schedule B issued by a scheduled commercial bank in India in favour of the Grantor, for an amount equal to [insert] % ([insert] percent) of the License Fee, payable at [insert] (“**Performance Security**”).

The Performance Security shall remain valid for an initial period of 12 (twelve) months. The Grantee shall be required to submit to the Grantor ((prior to at least 15 days before expiry of existing Performance Security), a renewed Performance Security for an amount equal to [insert] % ([insert] percent) of the next Contract Year’s License Fee and such renewed Performance Security shall remain valid until the expiry of the next Contract Year. Provided that, during any Contract Year, in case there is an increase in the quantum of the License Fee payable by the Grantee to the Grantor on account of increase in the [circle rate/ready reckoner rate], the Grantee shall submit an enhanced Performance Security forthwith but in any case, within a period of 15 (fifteen) days.

The Performance Security shall be required to have a claim period of at least 6 (six) months after the expiry of the validity of such Performance Security.

3.2. Without prejudice to any other right or remedy available to the Grantor hereunder or under Applicable Law, the Grantor shall be entitled, at any time, to utilize the Performance Security, *inter alia*:


- (a) to set-off any amount due and payable under this Agreement by the Grantee to the Grantor and/or any Third Party designated by the Grantor;
- (b) as re-imbursement for any costs incurred by the Grantor in making good any damage caused, or permitted to be caused, to the Grantor or any part of the Airport site, by any act or omission of the Grantee; and/or
- (c) as indemnification for any loss resulting from a breach, by the Grantee, of any of the terms and conditions under this Agreement.

3.3. In the event of termination of this Agreement consequent to any Grantee Event of Default, the Grantor shall have the right to cause all or part of the Performance Security to be forfeited and encashed. In the event of termination of this Agreement consequent to a Grantor Event of Default or upon expiry of the Term, the Grantor shall return to the Grantee, the Performance Security, after adjustment of any outstanding statutory dues and any amounts payable by the Grantee to the Grantor and/or any Third Party designated by the Grantor (including, without limitation, any outstanding claims of the Grantor).

**4. GRANT OF RIGHT OF WAY**

<sup>3</sup> **Note to Draft:** Applicable only in case of renewal of an existing right of way through execution of a fresh agreement and whereunder dues were payable by the grantee to the grantor.

<b>GRANTOR</b>	<b>GRANTEE</b>
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 25/12/2023  
 Gm. Engineering

- 4.1. In consideration of this Agreement and the covenants and warranties on the part of the Grantee herein contained, the Grantor in accordance with the terms and conditions set forth herein, shall grant to the Grantee, non-exclusive right of way (excluding any ownership and FSI related rights) over the land admeasuring approximately [insert] located within the Airport site which is described, and shown in the Schedule A hereto (hereinafter "**Premises**"), on an 'as is where is' basis, for the Term and, for the purposes of implementing the Project under this Agreement, and for no other purpose whatsoever ("**Right of Way**").
- 4.2. The Grantee hereby expressly agrees that the Right of Way permission herein granted for the Term is a temporary permission and shall be construed as such for all purposes. The Right of Way granted by this Agreement to the Grantor shall always be subject to existing rights of way and the Grantor shall perform its obligations in a manner that the Premises shall always remain accessible during the Term.
- 4.3. The Grantee hereby expressly agrees that the ownership and physical possession of the Premises shall remain with the Grantor. Further, the Grantee cannot claim leasehold rights over the Premises and no other right or benefit except the Right of Way, subject to and in accordance with this Agreement, shall be available to the Grantee.
- 4.4. It is expressly agreed that mining, geological or archaeological rights do not form part of the license granted to the Grantee under this Agreement and the Grantee hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Premises shall vest in and belong to the Grantor or the concerned Government instrumentality. The Grantee shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Grantor forthwith of the discovery thereof and comply with such instructions as the Grantor or the concerned Government instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Grantee hereunder shall be reimbursed by the Grantor. It is also agreed that the Grantor shall procure that the instructions hereunder are issued by the concerned Government instrumentality within a reasonable period so as to enable the Grantee to continue its works with such modifications as may be deemed necessary.
- 4.5. During the Term of this Agreement, if in the sole discretion of the Grantor, the Premises is required by the Grantor for the purposes of any Airport development work, the Grantor shall be entitled to terminate this Agreement and require the Grantee to vacate the Premises by issuing a written notice of 6 (six) months. It is further clarified that in such an event, no cost, termination payment and/or any compensation shall be payable by the Grantor to the Grantee for handing over of the Premises to the Grantor. However, the Grantor, in its absolute discretion, may offer to the Grantee, right of way over an alternative parcel of suitable land (subject to availability) within the Airport for implementing the Project on terms and conditions as agreed to in a separate agreement.

**5. TERM**

5.1. The license granted pursuant to this Agreement shall continue in full force and effect from the Effective Date until [insert] ("**Term**").

**5.2. Reversion**

<b>GRANTOR</b>	<b>GRANTEE</b>
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*[Handwritten signature]*  
25/11/2023  
[Handwritten initials]

On expiry of the Term or early termination of this Agreement in accordance with the terms and conditions provided hereunder, the Grantee shall, handover to the Grantor, the Premises.

**6. USE OF THE PREMISES**

6.1. The Grantee hereby expressly covenants and agrees that, throughout the Term, it shall only use the Premises strictly for the sole purpose of implementing the Project in accordance with the terms and conditions of this Agreement.

6.2. It is expressly agreed by the Grantee that throughout the Term, it shall not outsource and/or sub-contract and/or assign the Project or any part thereof to any Third Party without the prior written approval of the Grantor.

**7. LICENSE FEE**

**7.1. License Fee**

7.1.1. The Grantee agrees that the License Fee shall become payable from the Effective Date. The License Fee for the (a) first Contract Year, shall be calculated pro-rata to the number of days remaining in such Contract Year, commencing from the Effective Date; and (b) any other Contract Year which does not constitute the entire period of 365/366 days (as the case maybe), will be calculated pro-rata to the number of days remaining in such Contract Year, ending on the date on which this Agreement expires or is terminated.

7.1.2. The Parties agree that the License Fee payable by Grantee for a Contract Year shall be for an amount equivalent to [insert]% ([insert] percent) of the prevailing [circle rate/ready reckoner rate] [per square metre] as notified by the concerned revenue authority or municipal corporation of [insert] as on the first day of such Contract Year. Provided that, in the event that during any Contract Year, if there is an increase in the prevailing [circle rate/ready reckoner rate] as notified by the concerned revenue authority or municipal corporation of [insert], the Grantee shall be required to pay forthwith but in any case, within a period of 30 (thirty) days from such notification of the concerned revenue authority or municipal corporation, the enhanced License Fee pro-rated for the remainder of the Contract Year.

**Note to Draft:** The above clause is to maintained keeping in view the present policy of AAI for charging the License fee on Circle rate/ Ready Reckoner Basis. In the event AAI modify/revised its Policy on License fee of ROW (other than fixation of License fee based on Circle rate/RR rate), in such case in all the new RoW Agreement/renewal agreements, the Licensee shall pay the fees as per the revised policy and the related clause in the Agreement shall be modified accordingly.

**7.2. Timing of payment of License Fee**

Irrespective of whether or not an invoice is issued by the Grantor, and subject to the provisions of Clause 7.3, the License Fee shall be paid by the Grantee to the Grantor, in advance, within 15 (fifteen) days of commencement of each Contract Year. *Provided that*, the License Fee for the first Contract Year of the Term shall be paid in accordance with Clause 2.1(b).

**7.3. Payment of License Fee**

7.3.1. The Grantee agrees that the License Fee shall be exclusive of all taxes (including goods and services tax) which shall be payable in addition to the License Fee and be borne by the

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Grantee at its own risk and costs. The Grantee shall be entitled for deduction of tax at source on payment of License Fee as per the applicable rate in accordance with Applicable Law. The Grantee shall provide the Grantor the requisite tax deduction source certificates every three (3) months as required.

**8. UTILITIES**

- 8.1. Upon a receipt of a request by the Grantor from the Grantee, on and from the Effective Date, the Grantor (or any entity appointed by the Grantor) may make available to the Grantee, to the extent feasible in the view of the Grantor, the Utility Services as set out in Schedule C (as updated from time to time) on payment by the Grantee, of the relevant charges for availing such Utility Services as set out in the aforesaid Schedule C ("**Utility Charges**"). *Note: This clause is applicable in case any specific utility Services to the Grantee is provided by the Grantor.*]
- 8.2. The Grantor shall (either itself or through any entity appointed by the Grantor) provide the Utility Services to the Grantee at designated point(s) identified by the Grantor, the details of which have been provided under Schedule C ("**Designated Terminal Point**"). It is expressly clarified for the purposes of this Agreement that, in the event that the Grantor is making available any Utility Services to the Grantee in accordance with this Agreement, then the Grantor shall provide such Utility Services at no place other than the Designated Terminal Point. The Grantee agrees and acknowledges that it shall, at its own cost and expense, undertake all such arrangements and construct all such installations/facilities as may be necessary to ensure that the Utility Services as provided by the Grantor at the Designated Terminal Point are extended up to the Project.
- 8.3. In the event of a disruption to regular services, it is clarified that the Grantee shall be responsible for arrangement and installation of power generator backup for electricity, fire detection and protection system (including storage), stand-by arrangement for potable water (including storage), stand-by arrangement for non-potable water (including storage) etc., to the extent required by the Grantee.
- 8.4. The Grantor shall, upon reasonable notice from the Grantee, permit the Grantee to enter such parts of the Airport site as may be necessary to connect the Project to the Utility Services at the points so instructed by Grantor in writing, provided that the Grantor (or any entity appointed by the Grantor) may issue instructions to connect the Utility Services at such other points as the Grantor (or any entity appointed by the Grantor) may determine. Any such access to electricity or other Utility Services shall be on a sub-metered basis to the extent possible. It is expressly clarified and agreed between the Parties that the Grantor shall not have any liability to the Grantee or any other person, firm or company should any Utility Service not in fact be supplied or should it fail, be interrupted or be withdrawn. The Grantee shall be liable for the consumption of the Utility Services and other services, including without limitation, electricity and water at rates notified by the Grantor (commensurate to cost to Grantor, overheads included). ). *[Note: This clause is applicable in case any specific utility Services to the Grantee is provided by the Grantor]*
- 8.5. The payment for the Utility Charges shall be made by the Grantee to the Grantor (or any other entity appointed by the Grantor in this regard), within 7 (seven) days of the date of invoice issued in this regard by the Grantor (or any other entity appointed by the Grantor in this regard). *Note: This clause is applicable in case any specific utility Services to the Grantee is provided by the Grantor]*

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**9. TAXES AND DUTIES**

The Grantee shall pay all taxes in respect of the Premises or the structures to be installed thereon or in respect of the materials stored therein which may be levied by any governmental authority, from time to time. Further, Grantee shall submit details of taxes paid to various governmental authority within 30 (thirty) days of the closing of the Contract Year for the preceding Contract Year.

**10. POWER TO INSPECT**

The Grantor and its duly authorised representatives shall be entitled to inspect the Project, and if any defect is found and brought to the notice of the Grantee in writing to, remedy or make good the defect within such reasonable time as may be specified by the Grantor.

**11. GRANTEE'S WARRANTIES**


The Grantee hereby represents, warrants, acknowledges and undertakes, to and for the benefit of the Grantor, that:

- 11.1. it has taken all necessary corporate and other actions under Applicable Law to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- 11.2. this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- 11.3. it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- 11.4. there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate, may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- 11.5. it has complied with Applicable Law in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may result in breach of its obligations under this Agreement;
- 11.6. it shall use the Premises only for the purposes of implementing the Project;
- 11.7. it shall regularly pay the License Fee as provided for under Clause 7 hereinabove and shall observe, abide by and fulfil each of its obligations and covenants set forth herein;
- 11.8. it shall not do or permit to be done on the Premises or the structures thereon, any activities, which may be contrary to any Applicable Law.

**12. GRANTOR'S WARRANTIES**

The Grantor hereby represents, warrants and undertakes, to and for the benefit of the Grantee, that:

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- 12.1. it has the power and authority and has taken all actions necessary to validly execute and deliver this Agreement;
- 12.2. its obligations under this Agreement will be legally valid and binding and enforceable against it; and
- 12.3. it has good and valid title to the Premises, and has power and authority to grant the Right of Way.

13. **OBLIGATION OF THE PARTIES**

13.1. **Grantee's Obligation**

- 13.1.1. The Grantee shall, at all times, be required to obtain and maintain all necessary Approvals as required under Applicable Law for performing its obligations under this Agreement.
- 13.1.2. During the Term, Grantee shall maintain a round the clock vigil over the Project.
- 13.1.3. In discharging its obligations under this clause, the Grantee shall always ensure that it acts as a reasonable and prudent person.
- 13.1.4. If required for the implementation of the Project, the Grantee shall upon seeking prior approval of the Grantor, at its own cost and expense develop an access way to the Premises and no other construction other than construction of access way to the Premises shall be permitted. Such access way to the Premises will be for common use by the Grantor and any other users as permitted by the Grantor.
- 13.1.5. The Grantee shall at its own cost place display boards at a reasonable distance on the access way to the Premises that the land belongs to the Grantor.
- 13.1.6. The Grantee acknowledges that the Grantor shall have the exclusive right to commercially exploit and/or provide advertisement hoardings etc. on the access way to the Premises.
- 13.1.7. The Grantee shall ensure that debris/waste material, if any, shall be disposed in compliance with Applicable Law at its own cost and risk.
- 13.1.8. [The Grantee shall provide for essential cautions such as barricading, traffic diversion and signals on the access way.]<sup>4</sup>
- 13.1.9. The Grantee shall indemnify the Grantor against all losses, damages, costs, expenses, claims, demands, proceedings or liability however arising against or incurred by Grantor pursuant to this Agreement, due to or arising from or contributed to by any act, omission or default on the part of the Grantee, as the case may be.
- 13.1.10. [The Grantee shall submit four sets of "as constructed" drawings in respect of the Project, if any.]<sup>5</sup>
- 13.1.11. The Grantee shall, if required, at its own cost, install obstruction light on the structures/installation at the Premises or otherwise, to the satisfaction of the officer

<sup>4</sup> Note to Draft: To be retained depending on the nature of the Project.

<sup>5</sup> Note to Draft: To be retained depending on the nature of the Project.

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appointed by the Grantor in this behalf.

- 13.1.12. The Grantee undertakes herein that it will comply with all requirements, instructions or directions (however called) given to the Grantee by the Grantor arising from the directions given to or requirement imposed on the Grantor pursuant to this Agreement, any other deeds relating to the Airport or the Applicable Law.
- 13.1.13. The Grantee shall be prohibited from setting up of labour camps and laydown areas within the Premises, save and except areas which have been specifically earmarked for such purposes by the Grantor.
- 13.1.14. The Grantee shall not erect any flagstaff, wireless pole or other such high structures nor shall the Grantee erect any display or any high-power electric lighting or any electric sky signs or any other mechanism or otherwise for purpose of advertisements or signboards without the prior approval of the Grantor.
- 13.1.15. The Grantee shall not do or omit to do, anything on account of which the interest of the Grantor in the Premises or any rights of ownership of the Grantor in respect of a Premises are jeopardized and undertakes not to put the rights of the Grantor in jeopardy or allow the rights of the Grantor to be affected or prejudiced in any manner whatsoever.
- 13.1.16. The Grantee shall ensure that the Premises remains free from all encroachments throughout the Term and shall not create any Encumbrance over the Premises or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement.
- 13.1.17. The Grantee shall comply with all safety requirements required as per the Applicable Law including all safety requirements required by enactments, rules and regulations and/or requirements and directions in connection therewith which may be issued by the Grantor and/or Directorate General of Civil Aviation and/or Chief Inspector of Explosive under the Explosives Act, 1884 and/or other appropriate authorities concerning the storage of petrol or other explosive material and/or for the housing of lorries or other vehicles containing petrol or other explosive materials.
- 13.1.18. The Grantee shall maintain, at its own cost, all the electric and water fittings and installations and such other electric and other equipment including fire alarm system, as may be provided by the Grantor.
- 13.1.19. The Grantee shall observe and comply with all rules and regulations made by the Grantor or any office on behalf of the Grantor with regard to the Premises and structures/installations more particularly having regard to the safety of aircraft using the Airport and the need to facilitate use of the Airport by such aircraft.
- 13.1.20. The Grantee agrees and acknowledges that all amounts due and payable by the Grantee under or pursuant to this Agreement shall be considered to be an acknowledged debt recoverable by the Grantor from the Grantee.
- 13.1.21. The Grantee shall not use any area in the Airport other than on which it has a Right of Way in accordance with this Agreement.
- 13.1.22. The Grantee shall be responsible for maintenance of the Premises on a day to day basis.
- 13.1.23. The Grantee shall not make any structural additions, alterations or modifications on the Premises, without prior written approval from the Grantor. The day to day maintenance,

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carpentry and other minor repairs shall be affected by the Grantee at its own cost.

- 13.1.24. The Grantee shall promptly notify the Grantor of any notice received by the Grantee in respect of the Premises.
- 13.1.25. [The Grantee shall provide security for the Premises as per the guidelines prescribed by BCAS and the Grantor.]<sup>6</sup>
- 13.1.26. The Grantee shall procure and maintain firefighting equipment and related appliances in the Premises. Further, the Grantee shall comply with any direction and specification issued by the Grantor regarding the number, quality and specifications of the said firefighting equipment and related appliances.
- 13.1.27. During the Term of the Agreement, it shall be the responsibility of the Grantee to obtain insurance coverages in respect of all the movable and immovable assets stored or used in the Premises and the Grantor shall not be responsible for any loss or damage caused to the Grantee on any accounts whatsoever. It shall be the sole and absolute responsibility of the Grantee to ensure that all such insurance policies are in force during the Term and premiums are paid in respect of the said policies.
- 13.1.28. The Grantee shall at its own cost maintain the Premises and abide by any directions as may be given by the Grantor and such other departments as may be entrusted by the Applicable Laws and policies, with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene.
- 13.1.29. The Grantee shall comply with the requirements of all health and safety standards in accordance with Applicable Law and as may be stipulated by the Grantor from time to time, including those given below:
  - (a) all the instructions given by the airport health officer/medical officer of the Grantor or any persons authorised by them in the maintenance of public health safety at the airport including sanitation control, prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source, shall be implemented and carried out by the Grantee and its agents and servants;
  - (b) the Grantee shall notify the airport health officer, whenever any person working under it is suffering or suspected to be suffering or convalescing from any infectious disease. The airport health officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary;
  - (c) the Grantee, its agents and servants shall not without consent of the airport health officer, interfere with, injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the order of the airport health officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation; and
  - (d) the Grantee, its agents and servants shall not abuse the water sources, and drainage facilities in the Airport premises so as to create a nuisance or a sanitary situation prejudicial to public health.

<sup>6</sup> Note to Draft: To be retained depending on the nature of the Project.

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13.1.30. The Grantee shall also ensure that:

- (a) any construction materials/debris are not kept outside the Premises. If any construction material/debris are kept outside the Premises, the Grantor shall have the right to have it removed at cost/risk of the Grantee after giving 7 (seven) days' notice in writing;
- (b) no wooden partition/ inflammable materials are permitted in the Premises. The material to be used for partition/fabrication of Premises shall be as per the specifications given by the Grantor and shall also be approved by the Grantor in advance; and
- (c) it does not use a naked light or cause or permit any such light to be used on the Premises.

13.1.31. The Grantee shall not damage any part of the Airport premises in which the Premises is situated and in the event of any damage being caused to the same intentionally or otherwise, by the Grantee, or its employees or invitees or customers, the Grantor shall be entitled to repair the damage or make the requisite replacement and recover the expenses so incurred from the Grantee.

**13.2. Grantor's Obligation**

13.2.1. Grantor shall appoint and notify the Grantee of the appointment of a manager responsible for coordinating between the Grantee and Grantor on matters relating to the performance of this Agreement.

13.2.2. [In the event that the Grantee wishes to install solar panels within any portion of the Premises for using the solar power so generated within the Premises, the Grantee shall make an application in this regard to the Grantor for its approval. The Grantor shall in its sole discretion, grant such approval to the Grantee along with specifying any particular condition required to be complied with by the Grantee along with such approval. The Parties agree that the solar power generated by the Grantee within the Premises subject to and in accordance with this Clause 13.2.2, shall be used only for captive consumption by the Grantee within the Premises.]<sup>7</sup>

**14. TERMINATION**

**14.1. Grantee Event of Default**

14.1.1. The Grantor may terminate this Agreement in any of the following circumstances:

- (a) an order is made or resolution is passed for the liquidation, bankruptcy or dissolution of Grantee which is not, if capable of being so, discharged or, as the case may be, revoked within 30 (thirty) days thereafter;
- (b) any representation or warranty of the Grantee herein contained, which is as of the date hereof, found to be materially false, incorrect or misleading or the Grantee is at any time hereafter found to be in breach thereof;
- (c) the Grantee has failed to provide and/or maintain the Performance Security;

<sup>7</sup> Note to Draft: To be retained depending on the nature of the Project.

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- (d) the Grantee creates any Encumbrance on the Premises;
- (e) the Grantee repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
- (f) the Grantee fails to comply with any of the safety and/or security related directions/guidelines, as may be issued by the Grantor and/or any Relevant Authorities from time to time required to be complied with at the Airport;
- (g) if an application for initiation of corporate insolvency resolution process has been admitted against the Grantee before a competent court under the Insolvency and Bankruptcy Code, 2016;
- (h) the Grantee is in material breach of any of the terms and conditions of this Agreement; and/or
- (i) the Grantee fails to make any payments (or part thereof) as set out under this Agreement.

(For the purposes of this Agreement each of the events listed under Clause 14.1.1 (a) to (i) shall constitute an “**Grantee Event of Default**”).

**14.2. Termination Notice**

14.2.1. The Grantor shall not enforce its rights to terminate this Agreement for any Grantee Event of Default unless and until:

- (a) the Grantor serves on the Grantee a notice specifying the breach complained of and requiring the Grantee to remedy it (if capable of remedy); and
- (b) the Grantee fails to remedy the breach (if capable of remedy) within [30 (thirty) days] from the notice from Grantor to do so. Provided that the Grantor shall be entitled to terminate this Agreement immediately (and without providing any time period for remedying the breach) if such event adversely affects the operations of the Airport.

14.2.2. The requirement of providing a notice under Clause 14.2 shall be limited to such circumstances which are capable of being remedied. If there is a breach which, in the reasonable opinion of Grantor, is not capable of being remedied, Grantor shall serve on the Grantee notice specifying the breach complained of and requiring the Grantee to prove within 15 (fifteen) days its ability to remedy the breach. Subsequent to the 15 (fifteen) day period, if, Grantor, in its reasonable opinion (and notwithstanding the Grantee’s efforts to prove its ability to remedy the breach), arrives at the conclusion that the breach is not capable of being remedied, Grantor shall not be required to comply with Clause 14.2 and shall have the right to terminate this Agreement forthwith.

**14.3. Grantor Event of Default**

If there is a material breach of its obligations by Grantor (“**Grantor Event of Default**”), the Grantee may terminate this Agreement.

14.3.1. The Grantee shall not enforce its right to terminate this Agreement under Clause 14.3 unless

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and until:

- (a) the Grantee serves on the Grantor, a notice specifying the breach complained of and requiring Grantor to remedy it (if capable of remedy); and
- (b) the Grantor fails to remedy the breach (if capable of remedy) within 60 (sixty) days after notice from the Grantee so to do (or, where that is not possible, to commence to remedy the same within such period and thereafter to proceed diligently and in good faith to complete such remedy).

**14.4. Accrued Rights and Continued Effect**

14.4.1. Termination for any reason of this Agreement shall be without prejudice to:

- (a) any rights or obligations which may have accrued hereunder prior to the date thereof, including without limitation any rights to compensation or damages which may have arisen from any failure to pay, observe or perform which gave rise to a right to terminate under Clause 14.1 or 14.3 which was exercised; and
- (b) the continued effect and operation of any terms of this Agreement which contemplate post-termination operation.

**14.5. Handing Over**

14.5.1. Subject to Clause 14.4 of this Agreement, upon the expiry or early termination of this Agreement for any reason whatsoever, the Grantee shall, at its own cost and expense (save as otherwise stated herein) and upon payment of such amounts as provided under this Agreement:

- (a) immediately vacate and hand over the vacant Premises to Grantor; and
- (b) immediately remove from the Premises all items of whatever nature, previously used or to be used by the Grantee in relation to the Project. If, in breach of this Clause 14.5.1 (b) any of such items has/have not been removed from the Premises within 30 (thirty) days after termination for any reason of this Agreement, Grantor may (without prejudice to any other rights or remedies to which it may be entitled) itself remove, or arrange for the removal, from the Premises any such item or items not removed and dispose of the same as it may in its sole discretion think fit without any liability to account to the Grantee for any proceeds of such disposal.

14.5.2. Upon termination or expiry of this Agreement, if the Grantee does not immediately vacate and hand over the Premises to Grantor in accordance with the terms of this Agreement, the Grantor shall, without prejudice to any of its rights under this Agreement and/or under Applicable Law, be entitled to additionally levy upon and recover from the Grantee, liquidated damages at the rate of 12% (twelve percent) of the then existing License Fee, payable per month, calculated from the date on which the Grantee was required to vacate and hand over the Premises till the actual date of vacating and handing over of the Premises.

14.5.3. Notwithstanding Clause 14.5.2. of this Agreement, the Grantee shall be liable for the consequences including but not limited to payment of any penalty by the Grantee to the Grantor as assessed by the Eviction Officer and eviction from the Premises, as per the provisions of Applicable Law including Chapter V-A ("Eviction of Unauthorized Occupants etc. of Airport Premises") of the Airports Authority of India Act, 1994 (including any

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amendments thereto). Further, without prejudice to the payments under Clause 14.5.2 of this Agreement, the Grantee shall be liable to pay any additional amounts to the Grantor, that may be levied on the Grantee by the Eviction Officer. In this regard, the Airport Director of the Airport or such other officer as may be nominated by the Grantor shall be the 'Eviction Officer' for the purposes of this Clause 14.5.3. of the Agreement.

**14.6. Survival of rights**

Notwithstanding anything to the contrary contained in this Agreement, any termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, Performance Security and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, shall survive termination of this Agreement to the extent such survival is necessary for giving effect to such rights and obligations.

**14.7. Return of Performance Security**

Subject to Clause 3.3, upon early termination or expiry of the Term, Grantor shall return to the Grantee, the Performance Security, after adjustment of any outstanding statutory dues such as taxes and any amounts payable to Grantor (including, without limitation, any outstanding claims of Grantor).

**15. INDEMNIFICATION**

15.1. The Grantee shall indemnify Grantor, Grantor's officers, servants, agents against:

- (a) any and all suits, proceedings, actions, demands and claims from Third Parties (including other contractors engaged by Grantor at the Airport) for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Grantee of any of its obligations under this Agreement or any related agreement or from any negligence of the Grantee under contract or tort, or on any ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of default of this Agreement on the part of Grantor;
- (b) failure of the Grantee to comply with Applicable Laws and Approvals;
- (c) payment of taxes required to be made by the Grantee in respect of the income or other taxes of the Grantee's contractors, suppliers and representatives;
- (d) non-payment of amounts due as a result of materials or services furnished to the Grantee or any of its contractors, which are payable by the Grantee or any of its contractors in relation to the Project;
- (e) liability in connection with the death or illness of or injury to any person and the loss of or damage to any property arising out of or in connection with any act or default in the execution of the Project by the Grantee or its subcontractors / contractors/sub-licensees or their respective officers, employees, agents or sub-contractors;
- (f) loss, liabilities, expenses etc. incurred by Grantor in respect of any operational losses (including, but not limited to, damage to goods), to the extent arising from the

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breach, by the Grantee, of its obligations under this Agreement;

- (g) loss and expense incurred by Grantor in respect of delay and/or disruption to operation of the Airport to the extent arising from breach by the Grantee of its obligations under this Agreement; and/or
- (h) any and all suits, proceedings, actions, claims, demands, liabilities and damages arising out of claims of infringement or any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Grantee or by the Grantee's contractors in performing the Grantee's obligations or in any way incorporated in or related to the Project.

15.2. **Grantor shall indemnify the Grantee against:**

- (a) liability in connection with the death or illness of or injury to any person and the loss of or damage to any property arising out of or in connection with any act or default by Grantor

*Provided that* the scope of such indemnity shall be reduced proportionately to the extent that the act or default of the Grantee or its contractors or their respective officers, employees, agents or sub-contractors caused or contributed to the death, illness, injury, loss or damage. *Provided further* that the liability of Grantor under this Clause 15.2 shall in no event exceed the aggregate of 5% (five percent) of the License Fee for the relevant Contract Year.

15.3. In the event that either Party receives a claim or demand from a Third Party in respect of which it is entitled to the benefit of an indemnity under this Clause 15 ("**Indemnifying Party**") it shall notify the other Party ("**Indemnified Party**") within 3 (three) weeks of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party subject to the Indemnifying Party confirming in writing their acknowledgment of obligations to indemnify the Indemnified Party in accordance with Clause 15.5. If the Indemnifying Party confirms in writing their acknowledgment of their obligations to indemnify the Indemnified Party in accordance with Clause 15.5 below, the Indemnifying Party shall be entitled to defend, compromise or settle such third-party claim, subject to the Indemnified Party being secured against any costs involved in respect of such proceedings.

15.4. Notwithstanding anything to the contrary contained in this Clause 15, the indemnities provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as otherwise expressly provided in this Agreement.

15.5. The provision of this Clause 15 shall survive the termination of this Agreement.

15.6. Notwithstanding anything contained in this Agreement, the scope of Grantor's indemnity obligations shall not extend to indemnifying the Grantee in respect of any attorney/counsel fees that may have been incurred by the Grantee.

16. **DISPUTE RESOLUTION**

16.1. The Parties shall use their respective reasonable endeavors to settle any dispute, difference claim, question or controversy between the Parties arising out of, in connection with or in

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relation to this License Agreement ("**Dispute**") amicably between themselves through negotiation or mediation process as per AAI's policy.

- 16.2. [Any Disputes which the Parties are unable to resolve pursuant to Clause 16.1 within 60 (sixty) days (or such longer period as the Parties may agree) of the written notification by one Party to the other of the existence of a Dispute shall be resolved through arbitration in accordance with the notification issued by the Government of India vide reference number F.No.4(1)/2013-DPE(GM)/FTS-1835 dated May 22, 2018 titled "*Settlement of commercial disputes between Central Public Enterprises (CPSEs) inter se and CPSEs and Government Department(s)/Organisation (s) – Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD)*".]<sup>8</sup>
- 16.3. [Any Dispute which the Parties are unable to resolve pursuant to Clause 16.1 within 60 (sixty) days (or such longer period as the Parties may agree) of the written notification by one Party to the other of the existence of a Dispute shall be finally determined by arbitration governed by the provisions of the Arbitration and Conciliation Act, 1996. Each Party shall be entitled to appoint one arbitrator each, and the two arbitrators so appointed shall mutually agree upon and appoint the third and presiding additional arbitrator. The seat of arbitration shall be New Delhi and the arbitration proceedings shall be conducted in the English language. The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the Parties concerned. The award may include an award of costs, including reasonable attorneys' fees and disbursements.]<sup>9</sup>
- 16.4. The seat and venue of arbitration shall be New Delhi. Each Party shall pay the expenses of the arbitration in accordance with the rules notified under the Arbitration and Conciliation Act, 1996 and the eventual liability for the costs shall be in terms of the arbitral award. No arbitrator shall be the present or former employee or agent of, or consultant or counsel to either Party or in any way related or closely connected with the Parties. The language of the arbitration shall be English.<sup>10</sup>
- 16.5. Any decision or award of an arbitral tribunal appointed pursuant to this Clause 16 shall be final and binding upon the Parties. The Parties agree that any arbitration award made may be enforced by the Parties against assets of commensurate value of the relevant Party, wherever those assets are located or may be found, and judgment upon any arbitration award (wherever necessary) may be entered by any court of competent jurisdiction thereof. The Parties expressly submit to the jurisdiction of any such court for the purposes of enforcement of any arbitration award.

## 17. MISCELLANEOUS PROVISIONS

### 17.1. Governing Law and jurisdiction


This Agreement shall be governed by and construed in accordance with laws of India without regard to its conflict of law principles and the courts at [insert] shall have exclusive jurisdiction to entertain any Dispute pertaining to this Agreement.

<sup>8</sup> **Note to Draft:** To be retained in case the grantee is a Central Public Sector Enterprises, in the event the grantee is not a Central Public Sector Enterprises then please delete this.

<sup>9</sup> **Note to Draft:** To be retained in case the grantee is not a Central Public Sector Enterprises, in the event the grantee is a Central Public Sector Enterprises then please delete this.

<sup>10</sup> **Note to Draft:** To be retained in case the grantee is not a Central Public Sector Enterprises, in the event the grantee is a Central Public Sector Enterprises then please delete this.

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17.2. **Delay interest**

All outstanding amounts payable by the Lessee to the Lessor under this Lease Deed, that are not paid by the due date in accordance with this Lease Deed, shall carry simple interest at a rate per annum of 12% (twelve percent), calculated from the payment due date till the actual date of payment of the outstanding amounts.

17.3. **Alteration of terms**

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

17.4. **No Third Party beneficiaries**

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

17.5. **Severability**

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

17.6. **Assignment and other charges**

17.6.1. The Grantee shall not assign, sub-lease, license, sub-license, mortgage, pledge or in any other way transfer or create encumber this Agreement (or any rights hereunder, whether in whole or in part) and / or the Premises (or any portion thereof) to any Third Party.

17.6.2. Grantor may, without requiring the prior consent of the Grantee, but upon prior intimation to the Grantee, transfer and / or assign this Agreement (or any rights hereunder).

17.7. **Successors and assigns**

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

17.8. **Costs and Expenses**

17.8.1. The Grantee shall bear its own costs (and expenses, including without limitation any fees payable to its advisors) in connection with the negotiation, preparation and execution of this Agreement. Provided that all the taxes including the stamp duty and any consequential charges thereon and registration charges with respect to this Agreement shall be borne and paid by the Grantee.

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17.8.2. It is agreed that upon the payment of due stamp duty, the Grantee shall be free to register this Agreement. The Parties expressly agree that it shall be the responsibility and liability of the Grantee to comply with the requirements in relation to payment of stamp duty and the registration of this Agreement with any relevant governmental authority and any consequential charges thereon.

17.9. **Notices**

17.9.1. All notices, requests, demands or other communication required or permitted to be given under this Agreement and the provisions contained herein shall be written in English and shall be deemed to be duly sent by registered post, postage prepaid or transmitted by facsimile transmission or courier to the other Parties at the address indicated below: -

(i) In the case of Grantor, to:

Attention: General Manager (Land Management)  
Airports Authority of India, Rajiv Gandhi Bhawan  
Safdarjung Airport, New Delhi-110003  
E mail: [lm.chq@aai.aero](mailto:lm.chq@aai.aero)

(ii) In the case of notices to Grantee, to:

Attention: [insert],  
[insert]  
E mail: [insert]

or at such other address as the Party to whom such notices, requests, demands or other communication is to be given shall have last notified the Party giving the same in the manner provided in this Clause 17.9, but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents. Any notice, request, demand or other communication delivered to the Party to whom it is addressed as provided in this Clause 17.9 shall be deemed (unless there is evidence that it has been received earlier) to have been given and received, if:


- (a) sent by mail, except air mail, 10 (ten) Business Days after posting it; or
- (b) sent by air mail, 6 (six) Business Days after posting it; or
- (c) sent by e-mail, when confirmation of its transmission has been recorded in the sender's e-mail account; or
- (d) sent by courier, when delivered as per the confirmation of the delivery provided by the courier service agency; or
- (e) sent by registered post acknowledgement due or speed post acknowledgment due.

For abundant caution, it is clarified that, legal notices shall be sent to either Party by the other by way of registered post or hand delivery.

17.10. **Language**

All notices, certificates, correspondence and proceedings under or in connection with this

<b>GRANTOR</b>	<b>GRANTEE</b>
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lm.chq@aai.aero

Agreement shall be in English.

**17.11. Grantee not AAI's agents**

Nothing in this Agreement, whether express or implied, constitutes the Grantee as the agent of AAI in respect of any matter or action taken, or vice-versa.

**17.12. Authorised representatives**

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and / or substitute or make fresh appointment of such authorised representative by similar notice.

IN WITNESS WHEREOF the Parties have set their hands and seal to this Agreement on the date, month and year first above mentioned with free will and consent.

<b>AIRPORTS AUTHORITY OF INDIA</b>	<b>NAME OF THE GRANTEE</b>
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Address:	Address:
Date:	Date:
Witnesses 1:	Witnesses 2:
Signature:	Signature:
Name:	Name:
Address:	Address:
Date:	Date:

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**SCHEDULE A - PREMISES**

*[Coordinates of the Premises to be annexed at the time of execution]*

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**SCHEDULE B – PERFORMANCE SECURITY**

**TO**  
**AIRPORTS AUTHORITY OF INDIA**  
[Insert Address]

**WHEREAS:**

- (A) [insert] (the “**Grantee**”) and the Airports Authority of India (the “**Grantor**”) have entered into a agreement dated [insert] (the “**Agreement**”) whereby Grantor has agreed to the Grantee to grant Right of Way over the Premises (as defined under the Agreement).
- (B) The Agreement requires the Grantee to furnish a bank guarantee as Performance Security to Grantor in a sum of INR [insert] (Indian Rupees [insert]) (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Term (as defined in the Agreement) of the Agreement.
- (C) We, [insert] through our branch at [insert] (the “**Bank**”) have agreed to furnish this bank guarantee (“**Guarantee**”).

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

- 1. At the request of the Grantee, guarantee the due and faithful fulfilment of, and compliance with, the terms and conditions of the Agreement by the Grantee, and unconditionally and irrevocably undertake to pay forthwith to the Grantor (upon receiving a written request from Grantor in this regard) the Guarantee Amount as our primary obligation, without any demur, reservation, recourse, contest or protest and without reference to the Grantee.
- 2. Any such written demand made by the Grantor, shall be final, conclusive and binding on the Bank.
- 3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Grantee or any other person and irrespective of whether the claim of the Grantor is disputed by the Grantee or not, merely on the first demand from the Grantor stating that the amount claimed is due to the Grantor. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.
- 4. We, the Bank, further agree that the Grantor shall be the sole judge to decide as to whether the Grantee is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Agreement, and the decision of the Grantor that the Grantee is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Grantor and the Grantee or any dispute pending before any court, tribunal, arbitrator or any other authority.
- 5. This Guarantee shall not be affected by any change in the constitution or winding up of the Grantee or the Bank or any absorption, merger or amalgamation of the Grantee or the Bank with any other person.
- 6. In order to give full effect to this Guarantee, the Grantor shall be entitled to treat the Bank as the principal debtor. The Grantor shall have the fullest liberty, without affecting in any way

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the liability of the Bank under this Guarantee, to vary any of the terms and conditions contained in this Agreement and the Bank shall not be released from its liability under these presents by any exercise by the Grantor of the liberty with reference to the matters aforesaid or by reason of time being given to the said Grantee or any other forbearance, act or omission on the part of the Grantor or any indulgence by the Grantor to the said Grantee or by any change in the constitution of Grantor or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of releasing the Bank from its such liability.


7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail or by email to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of Grantor's notice of claim on us addressed to [insert name of Bank along with branch address] and delivered at the branch specified herein, which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Grantor to proceed against the said Grantee before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Grantor may have obtained from the said Grantee or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. Notwithstanding anything to the contrary contained in this Guarantee, we, agree and acknowledge that this Guarantee is unconditional and irrevocable during its currency, and accordingly we further undertake not to revoke this Guarantee during its currency except with the previous express consent of Grantor in writing.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect until the Term of the Agreement with an additional claim period of 6 (six) months or until it is released earlier by Grantor pursuant to the provisions of the Agreement. The Bank is liable to pay the Guarantee Amount or any part thereof under this Guarantee if Grantor serves upon the Bank a written claim or demand upon the Bank before the expiry of the aforesaid claim period.
12. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS GUARANTEE, OUR LIABILITY UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING INR [insert] (INDIAN RUPEES [insert] ONLY).
13. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and sealed this [insert] day of [insert], 20[insert] at [insert]

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
the BANK by:

(Signature)

<b>GRANTOR</b>	<b>GRANTEE</b>
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(Name)  
(Designation)  
(Code Number)  
(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

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**SCHEDULE C - UTILITIES**

*[Details of the Utilities and Designated Terminal to be filled at the time of execution]*

Serial No	Item	Description

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*San Luis Obispo*

**Annexure- III**

Date: *[INSERT]*

**AGREEMENT FOR RIGHT OF WAY**

**BETWEEN**

**AIRPORTS AUTHORITY OF INDIA  
(GRANTOR)**

**AND**

***[INSERT NAME OF THE GRANTEE]*  
(GRANTEE)**

**For**

**GRANT OF RIGHT OF WAY ON AAI LAND AT \_\_\_\_\_ AIRPORT FOR  
ACCESS TO THE PROPERTY OWNED BY THE GRANTEE AND MAINTENANCE  
THEREOF**

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*25/1/23*  
*Am 25/1/23*

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from [unclear]

## AGREEMENT FOR RIGHT OF WAY

This agreement for Right of Way (“**Agreement**”) is entered into at [insert place of execution] on this [insert] day of [insert], 2023 (“**Effective Date**”) by and between:

1. **Airports Authority of India**, an authority constituted under the Airports Authority of India Act, 1994, having its principal office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi, 110003 (hereinafter referred to as “**AAI**” or the “**Grantor**”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) of the **FIRST PART**; and
2. [insert name of the Grantee], a company incorporated under the Companies Act, [1956/2013] and having its registered office at [insert] (hereinafter referred to as “[insert initial name of the grantee]” or the “**Grantee**”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) of the **SECOND PART**.

Each of the parties of the **FIRST** and **SECOND PART** are individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

### WHEREAS

- A. The Grantor is an Authority established under the Airports Authority of India Act, 1994 (hereinafter referred to as the “**AAI Act**”) and is responsible for, *inter alia*, the development, operation, maintenance, and management of airports in India.
- B. The Grantor is the owner of the Land /Airport of [insert] airport (as the case may be) located in [insert city], [insert state], India (“**Airport**”).
- C. The Grantee is a [limited liability company] existing under the Companies Act, 2013 /a private entity and is engaged, *inter alia*, in the business of [insert brief description of activity undertaken by the Grantee if it is a limited company /firm] at airport.
- D. The Grantee vide communication dated \_\_\_ requested the Grantor for grant of Right of Way on AAI Land / \_\_\_Airport for the purpose of access to their land locked (Partially / Fully) property situated at \_\_\_ (insert brief description of the property of the Grantee).
- E. The Grantor acknowledged that the grant of Right of Way from its Land / \_\_\_Airport hereinafter is necessary for approaching to the land locked property as stated in point C above.
- F. The purpose of this Agreement is to establish the terms and conditions of the Right of Way as between the Grantor and the Grantee.
- G. The Parties now intend to enter into a license arrangement in accordance with the terms hereof.

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- H. The Parties hereby agree that this Agreement shall supersede and substitute all previous license/arrangements between the Parties in relation to the Right of Way and neither Party shall have any right and/or obligations to the other under any of the terms and conditions of such previous license/arrangements save and except with regard to any amounts due and payable which are yet to be paid, any disputes and/or claims, in each case, under such previous license/arrangements. [Note- This clause is applicable if it's a renewal of RoW Agreement]
- I. Relying on the representations and warranties made by the Grantee (including those contained herein), the Grantor has agreed to execute this Agreement to grant Right of Way to the Grantee for the purpose of approaching to the land - locked property of the Grantee, subject to and in accordance with this Agreement.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1. Definitions**

“**Airport**” has the meaning ascribed to such term in Recital B;

“**Land**” means the non-contiguous land (not falling in the Airport) owned by the Grantor on which the Right of Way is granted to the Grantor under this agreement as described in Recital B.

“**Applicable Law**” means all laws brought into force and effect by the Government, including statutes, ordinances, rules, regulations, circulars, notifications, directives, guidelines, bye-laws, orders, Approvals, any similar forms of decisions of, or determinations by, or any interpretations of, policy or administration, having the force of law, by any Government having jurisdiction over the matter in question, and judgements, decrees, injunctions, writs and orders of any court of record or a tribunal, applicable to this Agreement and/or the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

“**Approvals**” means all authorizations, consents, approvals, clearances, no objection certificates, permissions, licenses, permits, registrations, rulings, exemptions or other authorization of whatsoever nature, which is required to be obtained, procured or maintained under Applicable Law;

“**BCAS**” means Bureau of Civil Aviation Security, Ministry of Civil Aviation, Government of India, or equivalent authority as may be amended, supplemented, replaced from time to time;

“**Business Day**” shall be construed as a reference to a day (other than a Sunday) on which banks in [insert], India are generally open for business;

“**Contract Year**” means the period commencing from the Effective Date and ending

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on the thirty first day of March of the relevant financial year, and thereafter, a period of 12 (twelve) consecutive calendar months commencing at the first day of April and ending immediately on the thirty first day of March of the immediately succeeding years, and for the last Contract Year shall mean the period commencing on the first day of April falling immediately prior to the expiry of the Term and ending at the last day of the Term. Further, in case of termination of the Agreement prior to the Term, the last Contract Year shall mean the period commencing on the first day of April falling immediately prior to the termination of the Agreement until the termination;

**“Dispute”** has the meaning ascribed to such term under Clause **Error! Reference source not found.**;

**“Effective Date”** means the date on which this Agreement is executed;

**“Encumbrance”** means any mortgage, right of way, pledge, equitable interest, prior assignment, conditional sales contract, hypothecation, right of others, claim, security interest, title retention agreement, voting trust agreement, interest, option, lien, charge, easement, encroachment or other condition, commitment, restriction or limitation of any nature whatsoever, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership. The word “Encumber” shall be construed accordingly;

**“Government”** means the Government of India and the Government of the State of [insert] and any of the duly authorised agencies, authorities, departments, commissions, regulators, inspectorates, ministries or persons (whether autonomous or not);

**“Grantee Event of Default”** has the meaning ascribed to such term under Clause 14.1;

**“Grantor Event of Default”** has the meaning ascribed to such term under Clause 14.3;

**“Indemnified Party”** has the meaning ascribed to such term under Clause 15.3;


**“Indemnifying Party”** has the meaning ascribed to such term under Clause 15.3;

**“License Fee”** means the annual license rent to be paid by the Grantee in accordance with Clause 7;

**“Premises”** has the meaning ascribed to such term under Clause 4.1;

**“Project”** means the grant of Right of Way on AAI land at \_\_\_\_\_ airport/\_\_\_\_ land for access to the property owned by the grantee and maintenance thereof ;

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**“Relevant Authorities”** means any, (a) Government, (b) other regulatory authority having jurisdiction in relation to the Project under Applicable Law, (c) ICAO; (d) IATA; (e) BCAS (f) AAI; (g) Central Industrial Security Force; and/or (f) any other relevant non-governmental agencies;

**“Right of Way”** has the meaning ascribed to such term under Clause 4.1;

**“Term”** has the meaning ascribed to such term under Clause 5.1;

**“Third Party”** means any entity other than the Parties to this Agreement;

**“Utility Charges”** has the meaning ascribed to such term under Clause 8.1; and


**“Utility Services”** means any electric power cable, telephone cable or other cable or apparatus used in any communications, internet facilities, security, lighting, traffic control, traffic aids or other similar system, any pipe used in or for the supply of water, gas, etc. or for drainage, storm water drainage or sewerage, together with any duct for such cable or pipe and any apparatus or works ancillary to such cable, apparatus, pipe or duct, whether permanent or temporary and whether provided by the Grantor or otherwise.

1.2. **Interpretations**

1.2.1. In this Agreement, unless the context otherwise requires:

- (a) reference to a “law” includes all applicable laws and any decree, judgment, legislation, direction, order, ordinance, regulation, bye-law, statute, notification, circular, guideline, rule, statutory instrument or other legislative measure (as may be amended/re-enacted from time to time), with which any party is required to comply by law, (and “lawful” and “unlawful” shall be construed accordingly);
- (b) references in the singular shall include references in the plural and vice versa;
- (c) a reference to a “day” means a calendar day and a reference to a year means a financial year;
- (d) the headings are inserted for convenience and are to be ignored for the purposes of construction;
- (e) terms defined in the Schedules hereto shall have the meanings ascribed thereto in the Schedules when used elsewhere in this Agreement;
- (f) the recitals and Schedules to this Agreement form part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

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- (g) the words “written” and “in writing” includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form with confirmation of the transmission;
- (h) the words “include” and “including” are to be construed without limitation;
- (i) in case of any ambiguity or discrepancy between the Clauses and the Schedules, the Clauses shall prevail;
- (j) if any payments due hereunder become payable on a day when principal commercial banks in India are closed for business or a day which is declared a holiday, such payments shall be deemed due and payable on the next Business Day thereafter; and
- (k) references to Recitals, Articles, Clauses, sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Agreement; reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs; and reference to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appears.

1.2.2. The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.3. Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.

**2. PRE-EXECUTION DATE ACTIONS**

2.1. The Parties hereby agree that prior to the execution of the Agreement, Grantee shall have:

- (a) paid to the Grantor, the License Fee for the first Contract Year in advance;
- (b) paid to the Grantor, the Performance Security in accordance with Clause 3.1; and
- (c) [paid to the Grantor, outstanding amounts of INR *[insert]* under the Previous Agreement.]<sup>1</sup> [Note- Applicable only in case of renewal of an existing right of way through execution of a fresh agreement and whereunder dues were payable by the Grantee to the Grantor]

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*[Signature]*  
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**3. PERFORMANCE SECURITY**

3.1. The Grantee shall provide to the Grantor, a Performance Security in the form of a Bank Guarantee in the format set out in **Schedule B** issued by a scheduled commercial bank in India in favour of the Grantor, for an amount equal to *[insert]* % (*[insert]* percent) of the License Fee, payable at *[insert]* (“**Performance Security**”).

The Performance Security shall remain valid for an initial period of 12 (twelve) months. The Grantee shall be required to submit to the Grantor (prior to at least 15 days before expiry of existing Performance Security), a renewed Performance Security for an amount equal to *[insert]* % (*[insert]* percent) of the next Contract Year’s License Fee and such renewed Performance Security shall remain valid until the expiry of the next Contract Year. Provided that, during any Contract Year, in case there is an increase/decrease in the quantum of the License Fee payable by the Grantee to the Grantor on account of increase/decrease in the *[circle rate/ready reckoner rate]*, the Grantee shall submit an revised Performance Security forthwith but, in any case, within a period of 15 (fifteen) days.

The Performance Security shall be required to have a claim period of at least 6 (six) months after the expiry of the validity of such Performance Security.

3.2. Without prejudice to any other right or remedy available to the Grantor hereunder or under Applicable Law, the Grantor shall be entitled, at any time, to utilize the Performance Security, *inter alia*:

- (a) to set-off any amount due and payable under this Agreement by the Grantee to the Grantor and/or any Third Party designated by the Grantor;
- (b) as re-imburement for any costs incurred by the Grantor in making good any damage caused, or permitted to be caused, to the Grantor or any part of the Airport site, by any act or omission of the Grantee; and/or
- (c) as indemnification for any loss resulting from a breach, by the Grantee, of any of the terms and conditions under this Agreement.

3.3. In the event of termination of this Agreement consequent to any Grantee Event of Default, the Grantor shall have the right to cause all or part of the Performance Security to be forfeited and encashed. In the event of termination of this Agreement consequent to a Grantor Event of Default or upon expiry of the Term, the Grantor shall return to the Grantee, the Performance Security, after adjustment of any outstanding statutory dues and any amounts payable by the Grantee to the Grantor and/or any Third Party designated by the Grantor (including, without limitation, any outstanding claims of the Grantor).

**4. GRANT OF RIGHT OF WAY**

4.1. In consideration of this Agreement and the covenants and warranties on the part of

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the Grantee herein contained, the Grantor in accordance with the terms and conditions set forth herein, shall grant to the Grantee, non-exclusive right of way (excluding any ownership and FSI related rights) over the land admeasuring approximately [insert] located within the Land / \_\_\_ Airport site which is described, and shown in the Schedule A hereto (hereinafter "**Premises**"), on an 'as is where is' basis, for the Term and, for the purposes of purpose of access to their land locked property situated at \_\_\_ under this Agreement, and for no other purpose whatsoever ("**Right of Way**").

- 4.2. The Grantee hereby expressly agrees that the Right of Way permission herein granted for the Term is a temporary permission and shall be construed as such for all purposes. The Right of Way granted by this Agreement to the Grantor shall always be subject to existing rights of way and the Grantor shall perform its obligations in a manner that the Premises shall always remain accessible during the Term.
- 4.3. The Grantee hereby expressly agrees that the ownership and physical possession of the Premises shall remain with the Grantor. Further, the Grantee cannot claim leasehold rights over the Premises and no other right or benefit except the Right of Way, subject to and in accordance with this Agreement, shall be available to the Grantee.
- 4.4. It is expressly agreed that mining, geological or archaeological rights do not form part of the license granted to the Grantee under this Agreement and the Grantee hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Premises shall vest in and belong to the Grantor or the concerned Government instrumentality. The Grantee shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Grantor forthwith of the discovery thereof and comply with such instructions as the Grantor or the concerned Government instrumentality may reasonably give for the removal of such property. It is also agreed that the Grantor shall procure that the instructions hereunder are issued by the concerned Government instrumentality within a reasonable period so as to enable the Grantee to continue its works with such modifications as may be deemed necessary.
- 4.5. During the Term of this Agreement, if in the sole discretion of the Grantor, the Premises is required by the Grantor for the purposes of any Aviation/commercial Airport development work, the Grantor shall be entitled to terminate this Agreement and require the Grantee to vacate the Premises by issuing a written notice of 03 (three) months. The Licensee shall hand over the said land to the Authority without raising any dispute subject to the condition that the Authority However, the Grantor, in its absolute discretion, may offer to the Grantee, right of way over an alternative parcel of suitable land (subject to availability) within the Airport/Land for access to their property on terms and conditions as agreed to in a separate agreement. In the event the alternate access land is not available with the Grantor in such case Grantor shall pay the justified amount of compensation proportionately to the Grantee

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towards the expenditure incurred on capital expenditure in setting up of the access road.

**5. TERM**

**5.1. Term**

The license granted pursuant to this Agreement shall continue in full force and effect from \_\_\_\_\_ the Effective Date until [\_\_\_\_\_] *insert* (“**Term**”).

**5.2. Reversion**

On expiry of the Term or early termination of this Agreement in accordance with the terms and conditions provided hereunder, the Grantee shall, handover to the Grantor, the Premises and shall not use the granted Right of Way for any purpose whatsoever.

**6. USE OF THE PREMISES**

6.1. The Grantee hereby expressly covenants and agrees that, throughout the Term, it shall only use the Premises strictly for the sole purpose of implementing the Project in accordance with the terms and conditions of this Agreement.

6.2. It is expressly agreed by the Grantee that throughout the Term, it shall not outsource and/or sub-contract and/or assign the use of Right of Way or any part thereof to any Third Party without the prior written approval of the Grantor. It is also agreed by the Grantee that such approval is at the discretion of the Grantor.

**7. LICENSE FEE**

**7.1. License Fee**

7.1.1. The Grantee agrees that the License Fee shall become payable from the Effective Date. The License Fee for the (a) first Contract Year, shall be calculated pro-rata to the number of days remaining in such Contract Year, commencing from the Effective Date; and (b) any other Contract Year which does not constitute the entire period of 365/366 days (as the case maybe), will be calculated pro-rata to the number of days remaining in such Contract Year, ending on the date on which this Agreement expires or is terminated.

7.1.2. The Parties agree that the License Fee payable by Grantee for a Contract Year shall be for an amount equivalent to [\_\_\_] % ([*insert*] percent) of the prevailing [circle rate/ready reckoner rate] [per square metre] as notified by the concerned revenue authority or municipal corporation of [*insert*] as on the first day of such Contract Year. Provided that, in the event that during any Contract Year, if there is an increase

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in the prevailing [circle rate/ready reckoner rate] as notified by the concerned revenue authority or municipal corporation of [insert], the Grantee shall be required to pay forthwith but in any case, within a period of 30 (thirty) days from such notification of the concerned revenue authority or municipal corporation, the enhanced License Fee pro-rated for the remainder of the Contract Year.

- 7.1.3. The above License Fee is subject to revision of Grantor Policies time to time and Grantee hereby agree to pay the same without raising any dispute whatsoever.
- 7.1.4. That in case the Grantee fails to pay the License fee and other charges by due dates, the Authority shall charge simple interest @12% per annum on all delayed payments. It is also agreed that the License fee shall be paid in advance for the respective years
- 7.1.5. That if the notification on RR/ circle rate are not being issued by the Govt of Maharashtra on the date of payment of license fee due in the month of April payable by the Grantee in respective year, in that case the Grantee shall pay the provisional License fee which was paid in the previous year. Upon notification by the Govt of Maharashtra on the RR/circle rate, the RoW License Fee shall be recalculated and payable the Grantee and adjustment with respect to GST& applicable taxes shall be done accordingly. On such differential payment, no interest shall be paid by Grantee / Grantor (Authority).

**Note to Draft:** The above clause 7.1.2 is to be maintained keeping in view the present policy of AAI for charging the License fee on Circe rate/ Ready Reckoner Basis. In the event AAI modify/revised its Policy on License fee of ROW (other than fixation of License fee based on Circle rate/RR rate), in such case in all the new RoW Agreement/renewal agreements, the Licensee shall pay the fees as per the revised policy and the related clause in the Agreement shall be modified accordingly.

**7.2. Timing of payment of License Fee**


Irrespective of whether or not an invoice is issued by the Grantor, and subject to the provisions of Clause 7.3, the License Fee shall be paid by the Grantee to the Grantor, in advance, within 15 (fifteen) days of commencement of each Contract Year. *Provided that*, the License Fee for the first Contract Year of the Term shall be paid in accordance with Clause 2.1 (b).

**7.3. Payment of License Fee**

- 7.3.1. The Grantee agrees that the License Fee shall be exclusive of all taxes which shall be payable in addition to the License Fee and be borne by the Grantee at its own risk and costs. The Grantee shall be entitled for deduction of tax at source on payment of License Fee as per the applicable rate in accordance with Applicable Law. The Grantee shall provide the Grantor the requisite tax deduction source certificates every three (3) months as required.

**8. UTILITIES**

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- 8.1. Upon a receipt of a request by the Grantor from the Grantee, on and from the Effective Date, the Grantor (or any entity appointed by the Grantor) may make available to the Grantee, to the extent feasible in the view of the Grantor, the Utility Services as set out in Schedule C (as updated from time to time) on payment by the Grantee, of the relevant charges for availing such Utility Services as set out in the aforesaid Schedule C (“Utility Charges”). *[Note: This clause is applicable in case any specific utility Services to the Grantee is provided by the Grantor.]*
- 8.2. In the event of a disruption to regular services, it is clarified that the Grantee shall be responsible for arrangement and installation of power generator backup for electricity, fire detection and protection system (including storage), stand-by arrangement for potable water (including storage), stand-by arrangement for non-potable water (including storage) etc., to the extent required by the Grantee.
- 8.3. The Grantor shall, upon reasonable notice from the Grantee, permit the Grantee to enter such parts of the Airport site as may be necessary to connect the Project to the Utility Services at the points so instructed by Grantor in writing, provided that the Grantor (or any entity appointed by the Grantor) may issue instructions to connect the Utility Services at such other points as the Grantor (or any entity appointed by the Grantor) may determine. Any such access to electricity or other Utility Services shall be on a sub-metered basis to the extent possible. It is expressly clarified and agreed between the Parties that the Grantor shall not have any liability to the Grantee or any other person, firm or company should any Utility Service not in fact be supplied or should it fail, be interrupted or be withdrawn. The Grantee shall be liable for the consumption of the Utility Services and other services, including without limitation, electricity and water at rates notified by the Grantor (commensurate to cost to Grantor, overheads included). *[Note: This clause is applicable in case any specific utility Services to the Grantee is provided by the Grantor]*
- 8.4. The payment for the Utility Charges shall be made by the Grantee to the Grantor (or any other entity appointed by the Grantor in this regard), within 7 (seven) days of the date of invoice issued in this regard by the Grantor (or any other entity appointed by the Grantor in this regard). *Note: This clause is applicable in case any specific utility Services to the Grantee is provided by the Grantor]*

**9. TAXES AND DUTIES**

The Grantee shall pay all taxes and the assessment tax, applicable GST and outgoing including property Tax whatsoever in respect of the Premises or the utility installations thereon. Further, Grantee shall submit details of taxes paid to various governmental authority within 30 (thirty) days of the closing of the Contract Year for the preceding Contract Year.

**10. POWER TO INSPECT**

The Grantor and its duly authorised representatives shall be entitled to inspect the Premises and if any defect is found and brought to the notice of the Grantee in writing

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to, remedy or make good the defect within such reasonable time as may be specified by the Grantor.

**11. GRANTEE'S WARRANTIES**

The Grantee hereby represents, warrants, acknowledges and undertakes, to and for the benefit of the Grantor, that:

- 11.1. it has taken all necessary corporate and other actions under Applicable Law to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- 11.2. this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- 11.3. it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- 11.4. there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate, may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- 11.5. it has complied with Applicable Law in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may result in breach of its obligations under this Agreement;
- 11.6. it shall use the Premises only for the purposes of implementing the Project;
- 11.7. it shall regularly pay the License Fee as provided for under Clause 7 hereinabove and shall observe, abide by and fulfil each of its obligations and covenants set forth herein;
- 11.8. it shall not do or permit to be done on the Premises or utility installations thereon, any activities, which may be contrary to any Applicable Law.
- 11.9. The Grantee shall construct & repair the Compound wall at its own cost without seeking any compensation from the Grantor with proper drains /culverts and other affected utilities as per requirement / norms of the Grantor / local Municipal Corporation, if not done earlier. Besides, the same shall be maintained by the Grantee in satisfactory condition during the contract period as per requirement.

**12. GRANTOR'S WARRANTIES**

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The Grantor hereby represents, warrants and undertakes, to and for the benefit of the Grantee, that:

- 12.1. it has the power and authority and has taken all actions necessary to validly execute and deliver this Agreement;
- 12.2. its obligations under this Agreement will be legally valid and binding and enforceable against it; and
- 12.3. it has good and valid title to the Premises, and has power and authority to grant the Right of Way.

13. **OBLIGATION OF THE PARTIES**

13.1. **Grantee's Obligation**

- 13.1.1. The Grantee shall, at all times, be required to obtain and maintain all necessary Approvals as required under Applicable Law for performing its obligations under this Agreement.
- 13.1.2. During the Term, Grantee shall maintain a round the clock vigil over the Premises.
- 13.1.3. In discharging its obligations under this clause, the Grantee shall always ensure that it acts as a reasonable and prudent person.
- 13.1.4. If required, the Grantee shall upon seeking prior approval of the Grantor, at its own cost and expense develop an access way to the Premises and no other construction other than construction of access way to the Premises shall be permitted. Such access way to the Premises will be for common use by the Grantor and any other users as permitted by the Grantor.
- 13.1.5. In the event State Govt create or make available any other approach road for access to the Premises of the Grantee, the Grantor will be the sole judge and shall have a sole right at its own discretion either to permit or discontinue the RoW License.
- 13.1.6. The Grantee shall at its own cost place display boards at a reasonable distance on the access way to the Premises that the land belongs to the Grantor.
- 13.1.7. The Grantee acknowledges that the Grantor shall have the exclusive right to commercially exploit and/or provide advertisement hoardings etc. on the access way to the Premises. The Grantee has no other commercial rights on the said premises except to use for RoW.
- 13.1.8. The Grantee shall ensure that debris/waste material, if any, shall be disposed in compliance with Applicable Law at its own cost and risk.
- 13.1.9. [The Grantee shall provide for essential cautions such as barricading, traffic diversion and signals on the access way.

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- 13.1.10. The Grantee shall indemnify the Grantor against all losses, damages, costs, expenses, claims, demands, proceedings or liability however arising against or incurred by Grantor pursuant to this Agreement, due to or arising from or contributed to by any act, omission or default on the part of the Grantee, as the case may be.
- 13.1.11. The Grantee shall, if required, at its own cost, install obstruction light on the structures/installation at the Premises or otherwise, to the satisfaction of the officer appointed by the Grantor in this behalf.
- 13.1.12. The Grantee undertakes herein that it will comply with all requirements, instructions or directions (however called) given to the Grantee by the Grantor arising from the directions given to or requirement imposed on the Grantor pursuant to this Agreement, any other deeds relating to the Airport or the Applicable Law.
- 13.1.13. The Grantee shall be prohibited from setting up of labour camps and laydown areas within the Premises.
- 13.1.14. The Grantee shall not erect any flagstaff, wireless pole or other such high structures nor shall the Grantee erect any display or any high-power electric lighting or any electric sky signs or any other mechanism or otherwise for purpose of advertisements or signboards without the prior approval of the Grantor.
- 13.1.15. The Grantee shall not do or omit to do, anything on account of which the interest of the Grantor in the Premises or any rights of ownership of the Grantor in respect of a Premises are jeopardized and undertakes not to put the rights of the Grantor in jeopardy or allow the rights of the Grantor to be affected or prejudiced in any manner whatsoever.
- 13.1.16. The Grantee shall ensure that the Premises remains free from all encroachments throughout the Term and shall not create any Encumbrance over the Premises or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement.
- 13.1.17. The Grantee shall comply with all safety requirements required as per the Applicable Law including all safety requirements required by enactments, rules and regulations and/or requirements and directions in connection therewith which may be issued by the Grantor and/or Directorate General of Civil Aviation and/or Chief Inspector of Explosive under the Explosives Act, 1884 and/or other appropriate authorities concerning the storage of petrol or other explosive material and/or for the housing of lorries or other vehicles containing petrol or other explosive materials.
- 13.1.18. The Grantee shall maintain, at its own cost, all the electric and water fittings and installations and such other electric and other equipment including fire alarm system, in case provided by the Grantor.
- 13.1.19. The Grantee shall observe and comply with all rules and regulations made by the Grantor or any office on behalf of the Grantor with regard to the Premises and structures/installations more particularly having regard to the safety of aircraft using

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the Airport and the need to facilitate use of the Airport by such aircraft.

- 13.1.20. The Grantee agrees and acknowledges that all amounts due and payable by the Grantee under or pursuant to this Agreement shall be considered to be an acknowledged debt recoverable by the Grantor from the Grantee.
- 13.1.21. The Grantee shall not use any area in the Airport/Land other than on which it has a Right of Way in accordance with this Agreement.
- 13.1.22. The Grantee shall be responsible for maintenance of the Premises on a day to day basis.
- 13.1.23. The Grantee shall not make any structural additions, alterations or modifications on the Premises, without prior written approval from the Grantor. The day to day maintenance, carpentry and other minor repairs shall be affected by the Grantee at its own cost.
- 13.1.24. The Grantee shall promptly notify the Grantor of any notice received by the Grantee in respect of the Premises.
- 13.1.25. [The Grantee shall provide security for the Premises as per the guidelines prescribed by BCAS and the Grantor.]<sup>2</sup>
- 13.1.26. The Grantee shall procure and maintain firefighting equipment and related appliances in the Premises. Further, the Grantee shall comply with any direction and specification issued by the Grantor regarding the number, quality and specifications of the said firefighting equipment and related appliances.
- 13.1.27. During the Term of the Agreement, it shall be the responsibility of the Grantee to obtain insurance coverages in respect of all the movable and immovable assets stored or used in the Premises and the Grantor shall not be responsible for any loss or damage caused to the Grantee on any accounts whatsoever. It shall be the sole and absolute responsibility of the Grantee to ensure that all such insurance policies are in force during the Term and premiums are paid in respect of the said policies.
- 13.1.28. The Grantee shall at its own cost maintain the Premises and abide by any directions as may be given by the Grantor and such other departments as may be entrusted by the Applicable Laws and policies, with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene.
- 13.1.29. In the event, the dispute arose among the parties and the Arbitration Proceedings is being initiated, in that case, the Grantee SHALL NOT STOP making the payment of undisputed RoW fee till the period the dispute is resolved.
- 13.1.30. The Grantee shall comply with the requirements of all health and safety standards in accordance with Applicable Law and as may be stipulated by the Grantor from time to time, including those given below:

<sup>2</sup> Note to Draft: To be retained depending on the nature of the Project.

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- (a) all the instructions given by the airport health officer/medical officer of the Grantor or any persons authorised by them in the maintenance of public health safety at the airport including sanitation control, prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source, shall be implemented and carried out by the Grantee and its agents and servants;
- (b) the Grantee shall notify the airport health officer, whenever any person working under it is suffering or suspected to be suffering or convalescing from any infectious disease. The airport health officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary;
- (c) the Grantee, its agents and servants shall not without consent of the airport health officer, interfere with, injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the order of the airport health officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation; and
- (d) the Grantee, its agents and servants shall not abuse the water sources, and drainage facilities in the Airport premises so as to create a nuisance or a sanitary situation prejudicial to public health.

13.1.31. The Grantee shall also ensure that:

- (a) any construction materials/debris are not kept outside the Premises. If any construction material/debris are kept outside the Premises, the Grantor shall have the right to have it removed at cost/risk of the Grantee after giving 7 (seven) days' notice in writing;
- (b) no wooden partition/ inflammable materials are permitted in the Premises. The material to be used for partition/fabrication of Premises shall be as per the specifications given by the Grantor and shall also be approved by the Grantor in advance; and
- (c) it does not use a naked light or cause or permit any such light to be used on the Premises.

13.1.32. The Grantee shall not damage any part of the Airport premises/Land in which the Premises is situated and in the event of any damage being caused to the same intentionally or otherwise, by the Grantee, or its employees or invitees or customers, the Grantor shall be entitled to repair the damage or make the requisite replacement and recover the expenses so incurred from the Grantee.

**13.2. Grantor's Obligation**

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13.2.1. Grantor shall appoint and notify the Grantee of the appointment of a manager responsible for coordinating between the Grantee and Grantor on matters relating to the performance of this Agreement.

14. **TERMINATION**

14.1. **Grantee Event of Default**

14.1.1. The Grantor may terminate this Agreement in any of the following circumstances:

- (a) an order is made or resolution is passed for the liquidation, bankruptcy or dissolution of Grantee which is not, if capable of being so, discharged or, as the case may be, revoked within 30 (thirty) days thereafter;
- (b) any representation or warranty of the Grantee herein contained, which is as of the date hereof, found to be materially false, incorrect or misleading or the Grantee is at any time hereafter found to be in breach thereof;
- (c) the Grantee has failed to provide and/or maintain the Performance Security;
- (d) the Grantee creates any Encumbrance on the Premises;
- (e) the Grantee repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
- (f) the Grantee fails to comply with any of the safety and/or security related directions/guidelines, as may be issued by the Grantor and/or any Relevant Authorities from time to time required to be complied with at the Airport;
- (g) if an application for initiation of corporate insolvency resolution process has been admitted against the Grantee before a competent court under the Insolvency and Bankruptcy Code, 2016;
- (h) the Grantee is in material breach of any of the terms and conditions of this Agreement; and/or
- (i) the Grantee fails to make any payments (or part thereof) as set out under this Agreement.

(For the purposes of this Agreement each of the events listed under Clause 14.1.1 (a) to (i) shall constitute an “**Grantee Event of Default**”).

14.2. **Termination Notice**

14.2.1. The Grantor shall not enforce its rights to terminate this Agreement for any Grantee

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Event of Default unless and until:

- (a) the Grantor serves on the Grantee a notice specifying the breach complained of and requiring the Grantee to remedy it (if capable of remedy); and
- (b) the Grantee fails to remedy the breach (if capable of remedy) within [30 (thirty) days] from the notice from Grantor to do so. Provided that the Grantor shall be entitled to terminate this Agreement immediately (and without providing any time period for remedying the breach) if such event adversely affects the operations of the Airport.

14.2.2. The requirement of providing a notice under Clause 14.2 shall be limited to such circumstances which are capable of being remedied. If there is a breach which, in the reasonable opinion of Grantor, is not capable of being remedied, Grantor shall serve on the Grantee notice specifying the breach complained of and requiring the Grantee to prove within 15 (fifteen) days its ability to remedy the breach. Subsequent to the 15 (fifteen) day period, if, Grantor, in its reasonable opinion (and notwithstanding the Grantee's efforts to prove its ability to remedy the breach), arrives at the conclusion that the breach is not capable of being remedied, Grantor shall not be required to comply with Clause 14.2 and shall have the right to terminate this Agreement forthwith.

14.3. **Grantor Event of Default**

If there is a material breach of its obligations by Grantor ("**Grantor Event of Default**"), the Grantee may terminate this Agreement.

14.3.1. The Grantee shall not enforce its right to terminate this Agreement under Clause 14.3 unless and until:

- (a) the Grantee serves on the Grantor, a notice specifying the breach complained of and requiring Grantor to remedy it (if capable of remedy); and
- (b) the Grantor fails to remedy the breach (if capable of remedy) within 60 (sixty) days after notice from the Grantee so to do (or, where that is not possible, to commence to remedy the same within such period and thereafter to proceed diligently and in good faith to complete such remedy).

14.4. **Accrued Rights and Continued Effect**

14.4.1. Termination for any reason of this Agreement shall be without prejudice to:

- (a) any rights or obligations which may have accrued hereunder prior to the date thereof, including without limitation any rights to compensation or damages which may have arisen from any failure to pay, observe or perform which gave rise to a right to terminate under Clause 14.1 or 14.3 which was exercised; and

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- (b) the continued effect and operation of any terms of this Agreement which contemplate post-termination operation.

**14.5. Handing Over**

14.5.1. Subject to Clause 14.4 of this Agreement, upon the expiry or early termination of this Agreement for any reason whatsoever, the Grantee shall, at its own cost and expense (save as otherwise stated herein) and upon payment of such amounts as provided under this Agreement:

- (a) immediately vacate and hand over the vacant Premises to Grantor; and
- (b) immediately remove from the Premises all items of whatever nature, previously used or to be used by the Grantee in relation to the RoW premises. If, in breach of this Clause 14.5.1 (b) any of such items has/have not been removed from the Premises within 30 (thirty) days after termination for any reason of this Agreement, Grantor may (without prejudice to any other rights or remedies to which it may be entitled) itself remove, or arrange for the removal, from the Premises any such item or items not removed and dispose of the same as it may in its sole discretion think fit without any liability to account to the Grantee for any proceeds of such disposal.

14.5.2. Upon termination or expiry of this Agreement, if the Grantee does not immediately vacate and hand over the Premises to Grantor in accordance with the terms of this Agreement, the Grantor shall, without prejudice to any of its rights under this Agreement and/or under Applicable Law, be entitled to additionally levy upon and recover from the Grantee, liquidated damages at the rate of 12% (twelve percent) of the then existing License Fee, payable per month, calculated from the date on which the Grantee was required to vacate and hand over the Premises till the actual date of vacating and handing over of the Premises.

14.5.3. Notwithstanding Clause 14.5.2. of this Agreement, the Grantee shall be liable for the consequences including but not limited to payment of any penalty by the Grantee to the Grantor as assessed by the Eviction Officer and eviction from the Premises, as per the provisions of Applicable Law including Chapter V-A (“Eviction of Unauthorized Occupants etc. of Airport Premises”) of the Airports Authority of India Act, 1994 (including any amendments thereto). Further, without prejudice to the payments under Clause 14.5.2 of this Agreement, the Grantee shall be liable to pay any additional amounts to the Grantor, that may be levied on the Grantee by the Eviction Officer. In this regard, the Airport Director of the Airport or such other officer as may be nominated by the Grantor shall be the ‘Eviction Officer’ for the purposes of this Clause 14.5.3. of the Agreement.

**14.6. Survival of rights**

Notwithstanding anything to the contrary contained in this Agreement, any termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money

<b>GRANTOR</b>	<b>GRANTEE</b>
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its obligations under this Agreement; and/or

- (h) any and all suits, proceedings, actions, claims, demands, liabilities and damages arising out of claims of infringement or any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Grantee or by the Grantee's contractors in performing the Grantee's obligations or in any way incorporated in or related to the Project.

**15.2. Grantor shall indemnify the Grantee against:**

- (a) liability in connection with the death or illness of or injury to any person and the loss of or damage to any property arising out of or in connection with any act or default by Grantor

*Provided that* the scope of such indemnity shall be reduced proportionately to the extent that the act or default of the Grantee or its contractors or their respective officers, employees, agents or sub-contractors caused or contributed to the death, illness, injury, loss or damage. *Provided further* that the liability of Grantor under this Clause 15.2 shall in no event exceed the aggregate of 5% (five percent) of the License Fee for the relevant Contract Year.

- 15.3. In the event that either Party receives a claim or demand from a Third Party in respect of which it is entitled to the benefit of an indemnity under this Clause 15 (“**Indemnifying Party**”) it shall notify the other Party (“**Indemnified Party**”) within 3 (three) weeks of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party subject to the Indemnifying Party confirming in writing their acknowledgment of obligations to indemnify the Indemnified Party in accordance with Clause 15.5. If the Indemnifying Party confirms in writing their acknowledgement of their obligations to indemnify the Indemnified Party in accordance with Clause 15.5 below, the Indemnifying Party shall be entitled to defend, compromise or settle such third-party claim, subject to the Indemnified Party being secured against any costs involved in respect of such proceedings.


- 15.4. Notwithstanding anything to the contrary contained in this Clause 15, the indemnities provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as otherwise expressly provided in this Agreement.

- 15.5. The provision of this Clause 15 shall survive the termination of this Agreement.

- 15.6. Notwithstanding anything contained in this Agreement, the scope of Grantor's indemnity obligations shall not extend to indemnifying the Grantee in respect of any attorney/counsel fees that may have been incurred by the Grantee.

**16. DISPUTE RESOLUTION**

<b>GRANTOR</b>	<b>GRANTEE</b>
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damages, insurance proceeds, Performance Security and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, shall survive termination of this Agreement to the extent such survival is necessary for giving effect to such rights and obligations.

14.7. **Return of Performance Security**

Subject to Clause 3.3, upon early termination or expiry of the Term, Grantor shall return to the Grantee, the Performance Security, after adjustment of any outstanding statutory dues such as taxes and any amounts payable to Grantor (including, without limitation, any outstanding claims of Grantor).

15. **INDEMNIFICATION**

15.1. The Grantee shall indemnify Grantor, Grantor's officers, servants, agents against:

- (a) any and all suits, proceedings, actions, demands and claims from Third Parties (including other contractors engaged by Grantor at the Airport) for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Grantee of any of its obligations under this Agreement or any related agreement or from any negligence of the Grantee under contract or tort, or on any ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of default of this Agreement on the part of Grantor;
- (b) failure of the Grantee to comply with Applicable Laws and Approvals;
- (c) payment of taxes required to be made by the Grantee in respect of the income or other taxes of the Grantee's contractors, suppliers and representatives;
- (d) non-payment of amounts due as a result of materials or services furnished to the Grantee or any of its contractors, which are payable by the Grantee or any of its contractors in relation to the Project;
- (e) liability in connection with the death or illness of or injury to any person and the loss of or damage to any property arising out of or in connection with any act or default in the execution of the Project by the Grantee or its subcontractors / contractors/sub-licensees or their respective officers, employees, agents or sub-contractors;
- (f) loss, liabilities, expenses etc. incurred by Grantor in respect of any operational losses (including, but not limited to, damage to goods), to the extent arising from the breach, by the Grantee, of its obligations under this Agreement;
- (g) loss and expense incurred by Grantor in respect of delay and/or disruption to operation of the Airport to the extent arising from breach by the Grantee of

<b>GRANTOR</b>	<b>GRANTEE</b>
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- 16.1. The Parties shall use their respective reasonable endeavours to settle any dispute, difference claim, question or controversy between the Parties arising out of, in connection with or in relation to this License Agreement (“Dispute”) amicably between themselves through negotiation or mediation process as per AAI’s policy.
- 16.2. Any Disputes which the Parties are unable to resolve pursuant to Clause 16.1 within 60 (sixty) days (or such longer period as the Parties may agree) of the written notification by one Party to the other of the existence of a Dispute shall be resolved through arbitration in accordance with the notification issued by the Government of India vide reference number F.No.4(1)/2013-DPE(GM)/FTS-1835 dated May 22, 2018 titled “*Settlement of commercial disputes between Central Public Enterprises (CPSEs) inter se and CPSEs and Government Department(s)/Organisation (s) – Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD)*”.

[Note: This clause shall be relevant in case given to Govt Agency]

- 16.3. [Any Dispute which the Parties are unable to resolve pursuant to Clause 16.1 within 60 (sixty) days (or such longer period as the Parties may agree) of the written notification by one Party to the other of the existence of a Dispute shall be finally determined by arbitration governed by the provisions of the Arbitration and Conciliation Act, 1996. Each Party shall be entitled to appoint one arbitrator each, and the two arbitrators so appointed shall mutually agree upon and appoint the third and presiding additional arbitrator. The seat of arbitration shall be New Delhi and the arbitration proceedings shall be conducted in the English language. The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the Parties concerned. The award may include an award of costs, including reasonable attorneys’ fees and disbursements.]<sup>3</sup>

[Note : This clause shall be relevant in case given to Non Govt Agency]

- 16.4. The seat and venue of arbitration shall be New Delhi. Each Party shall pay the expenses of the arbitration in accordance with the rules notified under the Arbitration and Conciliation Act, 1996 and the eventual liability for the costs shall be in terms of the arbitral award. No arbitrator shall be the present or former employee or agent of, or consultant or counsel to either Party or in any way related or closely connected with the Parties. The language of the arbitration shall be English.<sup>4</sup>
- 16.5. Any decision or award of an arbitral tribunal appointed pursuant to this Clause 16 shall be final and binding upon the Parties. The Parties agree that any arbitration award made may be enforced by the Parties against assets of commensurate value of

<sup>3</sup> Note to Draft: To be retained in case the grantee *is not a Central Public Sector Enterprises*, in the event the grantee is a Central Public Sector Enterprises then please delete this.

<sup>4</sup> Note to Draft: To be retained in case the grantee *is not a Central Public Sector Enterprises*, in the event the grantee is a Central Public Sector Enterprises then please delete this.

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the relevant Party, wherever those assets are located or may be found, and judgment upon any arbitration award (wherever necessary) may be entered by any court of competent jurisdiction thereof. The Parties expressly submit to the jurisdiction of any such court for the purposes of enforcement of any arbitration award.

**17. MISCELLANEOUS PROVISIONS**

**17.1. Governing Law and jurisdiction**

This Agreement shall be governed by and construed in accordance with laws of India without regard to its conflict of law principles and the courts at [insert] shall have exclusive jurisdiction to entertain any Dispute pertaining to this Agreement.

**17.2. Delay interest**

All outstanding amounts payable by the Lessee to the Lessor under this Lease Deed, that are not paid by the due date in accordance with this Lease Deed, shall carry simple interest at a rate per annum of 12% (twelve percent), calculated from the payment due date till the actual date of payment of the outstanding amounts.

**17.3. Alteration of terms**

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

**17.4. No Third-Party beneficiaries**

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

**17.5. Severability**

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

**17.6. Assignment and other charges**

17.6.1. The Grantee shall not assign, sub-lease, license, sub-license, mortgage, pledge or in any other way transfer or create encumber this Agreement (or any rights hereunder, whether in whole or in part) and / or the Premises (or any portion thereof) to any

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other communication is to be given shall have last notified the Party giving the same in the manner provided in this Clause 17.9, but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents. Any notice, request, demand or other communication delivered to the Party to whom it is addressed as provided in this Clause 17.9 shall be deemed (unless there is evidence that it has been received earlier) to have been given and received, if:

- (a) sent by mail, except air mail, 10 (ten) Business Days after posting it; or
- (b) sent by air mail, 6 (six) Business Days after posting it; or
- (c) sent by e-mail, when confirmation of its transmission has been recorded in the sender's e-mail account; or
- (d) sent by courier, when delivered as per the confirmation of the delivery provided by the courier service agency; or
- (e) sent by registered post acknowledgement due or speed post acknowledgment due.

For abundant caution, it is clarified that, legal notices shall be sent to either Party by the other by way of registered post or hand delivery.

**17.10. Language**

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

**17.11. Grantee not AAI's agents**

Nothing in this Agreement, whether express or implied, constitutes the Grantee as the agent of AAI in respect of any matter or action taken, or vice-versa.

**17.12. Authorised representatives**

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and / or substitute or make fresh appointment of such authorised representative by similar notice.

IN WITNESS WHEREOF the Parties have set their hands and seal to this Agreement on the date, month and year first above mentioned with free will and consent.

<b>AIRPORTS AUTHORITY OF INDIA</b>	<b>NAME OF THE GRANTEE</b>
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<b>GRANTOR</b>	<b>GRANTEE</b>
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Third Party.

17.6.2. Grantor may, without requiring the prior consent of the Grantee, but upon prior intimation to the Grantee, transfer and / or assign this Agreement (or any rights hereunder).

17.7. **Successors and assigns**

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

17.8. **Costs and Expenses**

17.8.1. The Grantee shall bear its own costs (and expenses, including without limitation any fees payable to its advisors) in connection with the negotiation, preparation and execution of this Agreement. Provided that all the taxes including the stamp duty and any consequential charges thereon and registration charges with respect to this Agreement shall be borne and paid by the Grantee.

17.8.2. It is agreed that upon the payment of due stamp duty, the Grantee shall be free to register this Agreement. The Parties expressly agree that it shall be the responsibility and liability of the Grantee to comply with the requirements in relation to payment of stamp duty and the registration of this Agreement with any relevant governmental authority and any consequential charges thereon.

17.9. **Notices**

17.9.1. All notices, requests, demands or other communication required or permitted to be given under this Agreement and the provisions contained herein shall be written in English and shall be deemed to be duly sent by registered post, postage prepaid or transmitted by facsimile transmission or courier to the other Parties at the address indicated below: -

(i) In the case of Grantor, to:


Attention: General Manager (Land Management)  
Airports Authority of India, Rajiv Gandhi Bhawan  
Safdarjung Airport, New Delhi-110003  
E mail: [lm.chq@aai.aero](mailto:lm.chq@aai.aero)

(ii) In the case of notices to Grantee, to:

Attention: [insert],  
[insert]  
E mail: [insert]

or at such other address as the Party to whom such notices, requests, demands or

<b>GRANTOR</b>	<b>GRANTEE</b>
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25/11/2023  
lm.chq

Signature: Name: Designation: Address: Date:	Signature: Name: Designation: Address: Date:
Witnesses 1: Signature: Name: Address: Date:	Witnesses 2: Signature: Name: Address: Date:

<b>GRANTOR</b>	<b>GRANTEE</b>
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**SCHEDULE A - PREMISES**

*[Coordinates of the Premises to be annexed at the time of execution]*

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*25/5/2023*  
*Chris (am) 1437*

**SCHEDULE B – PERFORMANCE SECURITY**

**TO**  
**AIRPORTS AUTHORITY OF INDIA**  
[Insert Address]


**WHEREAS:**

- (A) [insert] (the “**Grantee**”) and the Airports Authority of India (the “**Grantor**”) have entered into a agreement dated [insert] (the “**Agreement**”) whereby Grantor has agreed to the Grantee to grant Right of Way over the Premises (as defined under the Agreement).
- (B) The Agreement requires the Grantee to furnish a bank guarantee as Performance Security to Grantor in a sum of INR [insert] (Indian Rupees [insert]) (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Term (as defined in the Agreement) of the Agreement.
- (C) We, [insert] through our branch at [insert] (the “**Bank**”) have agreed to furnish this bank guarantee (“**Guarantee**”).

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

- 1. At the request of the Grantee, guarantee the due and faithful fulfilment of, and compliance with, the terms and conditions of the Agreement by the Grantee, and unconditionally and irrevocably undertake to pay forthwith to the Grantor (upon receiving a written request from Grantor in this regard) the Guarantee Amount as our primary obligation, without any demur, reservation, recourse, contest or protest and without reference to the Grantee.
- 2. Any such written demand made by the Grantor, shall be final, conclusive and binding on the Bank.
- 3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Grantee or any other person and irrespective of whether the claim of the Grantor is disputed by the Grantee or not, merely on the first demand from the Grantor stating that the amount claimed is due to the Grantor. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

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4. We, the Bank, further agree that the Grantor shall be the sole judge to decide as to whether the Grantee is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Agreement, and the decision of the Grantor that the Grantee is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Grantor and the Grantee or any dispute pending before any court, tribunal, arbitrator or any other authority.
5. This Guarantee shall not be affected by any change in the constitution or winding up of the Grantee or the Bank or any absorption, merger or amalgamation of the Grantee or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Grantor shall be entitled to treat the Bank as the principal debtor. The Grantor shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, to vary any of the terms and conditions contained in this Agreement and the Bank shall not be released from its liability under these presents by any exercise by the Grantor of the liberty with reference to the matters aforesaid or by reason of time being given to the said Grantee or any other forbearance, act or omission on the part of the Grantor or any indulgence by the Grantor to the said Grantee or by any change in the constitution of Grantor or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail or by email to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of Grantor's notice of claim on us addressed to *[insert name of Bank along with branch address]* and delivered at the branch specified herein, which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Grantor to proceed against the said Grantee before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Grantor may have obtained from the said Grantee or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. Notwithstanding anything to the contrary contained in this Guarantee, we, agree and acknowledge that this Guarantee is unconditional and irrevocable during its currency, and accordingly we further undertake not to revoke this Guarantee during its currency except with the previous express consent of Grantor in writing.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect until the Term of the Agreement with an additional claim period of 6 (six) months or until it is released earlier by Grantor pursuant to the provisions of the Agreement. The Bank is liable to pay the Guarantee Amount or any part thereof under

<b>GRANTOR</b>	<b>GRANTEE</b>
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this Guarantee if Grantor serves upon the Bank a written claim or demand upon the Bank before the expiry of the aforesaid claim period.

12. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS GUARANTEE, OUR LIABILITY UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING INR [insert] (INDIAN RUPEES [insert] ONLY).
13. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and sealed this [insert] day of [insert], 20[insert] at [insert]


SIGNED, SEALED AND DELIVERED  
For and on behalf of  
the BANK by:

(Signature)  
(Name)  
(Designation)  
(Code Number)  
(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

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**SCHEDULE C - UTILITIES**

*[Details of the Utilities and Designated Terminal to be filled at the time of execution]*

Serial No	Item	Description

<b>GRANTOR</b>	<b>GRANTEE</b>
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*Jim*  
25/11/2023  
Linn University

**Annexure-IV**

Date: [INSERT<sup>1</sup>]

**LICENSE AGREEMENT**

**BETWEEN**

**AIRPORTS AUTHORITY OF INDIA  
(LICENSOR)**

**AND**

**[INSERT<sup>2</sup>]  
(LICENSEE)**

**For**

**DEVELOPMENT OPERATION AND MANAGEMENT OF AVIATION FUEL FACILITY  
AT [INSERT<sup>3</sup>] AIRPORT**

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<sup>1</sup> **Note to Draft:** Please insert the date, month and year on which the parties are entering into this License Agreement.

<sup>2</sup> **Note to Draft:** Please insert the name of the Licensee who is entering into this License Agreement.

<sup>3</sup> **Note to Draft:** Please insert the name of the Airport for which this License Agreement shall be entered into.


  
25/12/2023  
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LICENSOR	LICENSEE
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*[Handwritten signature]*  
25/9/2023  
Lion King/1444

LICENSE AGREEMENT

This license agreement ("License Agreement") is entered into at [insert^4] on this [insert^5] day of [insert^6], 2023 ("Execution Date") by and between:

- 1. Airports Authority of India, an authority constituted under the Airports Authority of India Act, 1994, having its principal office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi, 110003 (hereinafter referred to as "AAI" or the "Licensor", which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) of the FIRST PART; and
2. [insert^7], a company incorporated under the Companies Act, [1956/2013] and having its registered office at [insert^8] (hereinafter referred to as "[insert^9]" or the "Licensee", which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) of the SECOND PART.

Each of the parties of the FIRST and SECOND PART are individually referred to as a "Party" and collectively referred to as the "Parties".

WHEREAS

- A. The Licensor is an authority established under the Airports Authority of India Act, 1994 (hereinafter referred to as the "AAI Act") and is responsible for, inter alia, the development, operation, maintenance and management of airports in India.
B. The Licensor is the owner and the airport operator of [insert^10] airport located in [insert^11], [insert^12], India ("Airport").
C. The Licensee is a [limited liability company] under the Companies Act, 1956/2013 and is engaged, inter alia, in the business of building and operating aviation fuel station and mobile refuelling station at airport.
D. [Whereas, AAI and [insert^13] had entered into an agreement dated [insert^14] ("Previous License Agreement"), pursuant to which the Licensed Premises was granted on a license to [insert^15] in accordance with the terms thereunder. [Upon expiry of the Previous License

4 Note to Draft: Please insert the name of the city and state where the parties are entering into this License Agreement.

5 Note to Draft: Please insert the date of the month on which the parties are entering into this License Agreement.

6 Note to Draft: Please insert the month on which the parties are entering into this License Agreement.

7 Note to Draft: Please insert the name of the Licensee who is entering into this License Agreement.

8 Note to Draft: Please insert the details of the registered office of the Licensee.

9 Note to Draft: Please insert the initial name of the Licensee who is entering into this License Agreement.

10 Note to Draft: Please insert the name of the Airport for which this License Agreement shall be entered into.

11 Note to Draft: Please insert the name of the city where the Airport is located for which this License Agreement shall be entered into.

12 Note to Draft: Please insert the name of the state wherein the Airport is located for which this License Agreement shall be entered into.

13 Note to Draft: Please insert the name of the Licensee with whom the Previous License Agreement was entered into.

14 Note to Draft: Please insert the date on which the Previous License Agreement was entered into.

15 Note to Draft: Please insert the name of the Licensee with whom the Previous License Agreement was entered into.

Table with 2 columns: LICENSOR and LICENSEE

Handwritten signature and date: 25/9/2023

Agreement on March 31, 2022, the [insert<sup>16</sup>] continued to occupy and use the Licensed Premises on such terms and conditions as agreed between AAI and [insert<sup>17</sup>] in terms of the letter dated [insert<sup>18</sup>] bearing reference number [insert<sup>19</sup>] sent by AAI to [insert<sup>20</sup>]. (“**Previous License Arrangement**”).<sup>21</sup>

- E. [The Parties now intend to enter into a new license arrangement in accordance with the terms hereof. The Parties hereby agree that this License Agreement shall supersede and substitute all previous license/arrangements between the Parties in relation to the Licensed Premises and neither Party shall have any right and/or obligations to the other under any of the terms and conditions of such previous license/arrangements save and except with regard to any amounts due and payable which are yet to be paid, any disputes and/or claims, in each case, under such previous license/arrangements.]<sup>22</sup>
- F. [The Licensee has approached the Licensor, requesting for grant of license of the Licensed Premises at the Airport site for the purpose of implementing the Project, on the terms and conditions specified herein.]<sup>23</sup>
- G. Relying on the representations and warranties made by the Licensee (including those contained herein), the Licensor has agreed to execute this License Agreement to grant license of the Licensed Premises to the Licensee for the purpose of implementing the Project, subject to and in accordance with this License Agreement.

**NOW THIS LICENSE AGREEMENT WITNESSETH AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1. Definitions**

“**Airport**” has the meaning ascribed to such term in Recital B;

“**ALF**” means the annual license fee to be paid by the Licensee in accordance with Clause 7;

“**Applicable Law**” means all laws brought into force and effect by the Government, including statutes, ordinances, rules, regulations, circulars, notifications, directives, guidelines, bye-laws, orders, Approvals, any similar forms of decisions of, or determinations by, or any interpretations of, policy or administration, having the force of law, by any Government having jurisdiction over the matter in question, and judgements, decrees, injunctions, writs and orders of any court of record or a tribunal, applicable to this License Agreement and/or the exercise, performance and discharge of the respective rights and

<sup>16</sup> **Note to Draft:** Please insert the name of the Licensee with whom the Previous License Agreement was entered into.

<sup>17</sup> **Note to Draft:** Please insert the name of the Licensee with whom the Previous License Agreement was entered into.

<sup>18</sup> **Note to Draft:** Please insert the date of the letter vide which the terms and conditions of extension of the Previous License Agreement was communicated by AAI to the Licensee.

<sup>19</sup> **Note to Draft:** Please insert reference number of the letter vide which the terms and conditions of extension of the Previous License Agreement was communicated by AAI to the Licensee.

<sup>20</sup> **Note to Draft:** Please insert the name of the Licensee to whom the letter was addressed for extension of the Previous License Agreement.

<sup>21</sup> **Note to Draft:** Applicable only in case there’s an existing license arrangement between the Parties. In the event no Previous License Arrangement existed between the parties then the same to be deleted from the draft.

<sup>22</sup> **Note to Draft:** Applicable only in case there’s an existing license arrangement between the Parties. In the event no Previous License Arrangement existed between the parties then the same to be deleted from the draft.

<sup>23</sup> **Note to Draft:** To be retained in the event a new license shall be granted vide this agreement, in the event of a renewal of existing license arrangement then please delete this.

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obligations of the Parties hereunder, as may be in force and effect during the subsistence of this License Agreement;

“**Approvals**” means all authorizations, consents, approvals, clearances, no objection certificates, permissions, licenses, permits, registrations, rulings, exemptions or other authorization of whatsoever nature, which is required to be obtained, procured or maintained under Applicable Law;

“**Aviation Fuel Facilities**” means the facility at the Airport for providing flow of aviation turbine fuel to all type of aircrafts at the Airport that shall be undertaken by the Licensee;

“**BCAS**” means Bureau of Civil Aviation Security, Ministry of Civil Aviation, Government of India, or equivalent authority as may be amended, supplemented, replaced from time to time;

“**Business Day**” shall be construed as a reference to a day (other than a Sunday) on which banks in [insert<sup>24</sup>], India are generally open for business;

“**Change in Ownership**” means:

- (a) issuance of shares or securities convertible into shares or transfer of the direct and/or indirect legal or beneficial ownership of any shares or securities convertible into shares, that causes the aggregate holding of the shareholders of the Licensee to decline below 51% (fifty one percent) of the issued and paid-up share capital of the Licensee on a fully diluted basis; and/or
- (b) acquisition of any control, directly or indirectly, of / over the board of directors of the Licensee, by any person either by itself, or together with any person or persons acting in concert with it.

For the purposes of this definition, the term “control” would mean the ability and/or right to: (i) appoint the majority of the directors in the board of directors of the Licensee; and/or (ii) direct the management and policies of the Licensee;

[“**Conservancy Charges**” means the charges levied by the Cantonment Board of [insert<sup>25</sup>] on the Licensor for the Licensed Premises;<sup>26</sup>]

“**Contract Year**” means the period commencing from the Effective Date and ending on the thirty first day of March of the relevant financial year, and thereafter, a period of 12 (twelve) consecutive calendar months commencing at the first day of April and ending immediately on the thirty first day of March of the immediately succeeding years, and for the last Contract Year shall mean the period commencing on the first day of April falling immediately prior to the expiry of the Term and ending at the last day of the Term. Further, in case of termination of the License Agreement prior to the Term, the last Contract Year shall mean the period commencing on the first day of April falling immediately prior to the termination of the License Agreement until the termination;

<sup>24</sup> **Note to Draft:** Please insert the name of the city where the Airport is located for which this License Agreement shall be entered into.

<sup>25</sup> **Note to Draft:** Please insert the name of the city where the Airport is located for which this License Agreement shall be entered into.

<sup>26</sup> **Note to Draft:** To be retained in case the aviation fuel facility is in a civil enclave. In the event the aviation fuel facility is in an airport then please delete this and references to the Conservancy Charges.

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“**Deficiency**” has the meaning ascribed to such term under Clause 12.3;

“**Designated GOI Agency**” means a department or other entity under the control of the Government of India and assigned statutory functions such as customs control, immigration control, air traffic control, airport security etc.;

“**DGCA**” means Directorate General of Civil Aviation;

“**Effective Date**” means [insert<sup>27</sup>];

“**Encumbrance**” means any mortgage, right of way, pledge, equitable interest, prior assignment, conditional sales contract, hypothecation, right of others, claim, security interest, title retention agreement, voting trust agreement, interest, option, lien, charge, easement, encroachment or other condition, commitment, restriction or limitation of any nature whatsoever, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership. The word “Encumber” shall be construed accordingly;

“**Execution Date**” means the date on which this License Agreement is executed;

“**Government**” means the Government of India and the Government of the State of [insert<sup>28</sup>] and any of the duly authorised agencies, authorities, departments, commissions, regulators, inspectorates, ministries or persons (whether autonomous or not);

“**IATA**” means International Air Transport Association;

“**ICAO**” means International Civil Aviation Organization;

“**Indemnified Party**” has the meaning ascribed to such term under Clause 16.3;

“**Indemnifying Party**” has the meaning ascribed to such term under Clause 16.3;

“**Licensee Event of Default**” has the meaning ascribed to such term under Clause 15.1;

“**Licensor Event of Default**” has the meaning ascribed to such term under Clause 15.3;

“**Licensed Premises**” has the meaning ascribed to such term under Clause 4.1;

“**Performance Security**” has the meaning ascribed to such term under Clause 3.1;

“**Project**” means the development, operations, maintenance and management of the Aviation Fuel Facilities at the Licensed Premises and providing refuelling services and defueling services to aircrafts at the Airport;

“**Relevant Authorities**” means any, (a) Government; (b) other regulatory authority having jurisdiction in relation to the Project under Applicable Law; (c) ICAO; (d) IATA; (e) BCAS (f) AAI; (g) Central Industrial Security Force; (h) DGCA; and/or (i) any other relevant non-

<sup>27</sup> **Note to Draft:** Please insert the date as April 1, 2023 for licenses being renewed. However, for the new allotment the effective date shall be the date on which the Licensed Premises was handed over by AAI to the Licensee.

<sup>28</sup> **Note to Draft:** Please insert the name of the State where the Airport is located for which this License Agreement shall be entered into.

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governmental agencies;

“Term” has the meaning ascribed to such term under Clause 5.1;

“Third Party” means any entity other than the Parties to this License Agreement;

“Transfer Date” has the meaning ascribed to such term in Clause 15.5.1(a);

“Utility Charges” has the meaning ascribed to such term under Clause 9.1; and

“Utility Services” means any electric power cable, telephone cable or other cable or apparatus used in any communications, internet facilities, security, lighting, traffic control, traffic aids or other similar system, any pipe used in or for the supply of water, gas, etc. or for drainage, storm water drainage or sewerage, together with any duct for such cable or pipe and any apparatus or works ancillary to such cable, apparatus, pipe or duct, whether permanent or temporary and whether provided by Licensor or otherwise.

1.2. Interpretations

1.2.1. In this License Agreement, unless the context otherwise requires:

- (a) reference to a “law” includes all applicable laws and any decree, judgment, legislation, direction, order, ordinance, regulation, bye-law, statute, notification, circular, guideline, rule, statutory instrument or other legislative measure (as may be amended/re-enacted from time to time), with which any party is required to comply by law, (and “lawful” and “unlawful” shall be construed accordingly);
- (b) references in the singular shall include references in the plural and vice versa;
- (c) a reference to a “day” means a calendar day and a reference to a year means a financial year;
- (d) the headings are inserted for convenience and are to be ignored for the purposes of construction;
- (e) terms defined in the Schedules hereto shall have the meanings ascribed thereto in the Schedules when used elsewhere in this License Agreement;
- (f) the recitals and Schedules to this License Agreement form part of this License Agreement and will be in full force and effect as though they were expressly set out in the body of this License Agreement;
- (g) the words “written” and “in writing” includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form with confirmation of the transmission;
- (h) the words “include” and “including” are to be construed without limitation;
- (i) in case of any ambiguity or discrepancy between the Clauses and the Schedules, the Clauses shall prevail;
- (j) if any payments due hereunder become payable on a day when principal commercial banks in India are closed for business or a day which is declared a holiday, such

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payments shall be deemed due and payable on the next Business Day thereafter; and

- (k) references to Recitals, Articles, Clauses, sub-clauses, Provisos or Schedules in this License Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this License Agreement; reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs; and reference to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appears.

- 1.2.2. The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.
- 1.2.3. Any word or expression used in this License Agreement shall, unless otherwise defined or construed in this License Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.

**2. POST-EXECUTION DATE ACTIONS**

- 2.1. The Parties hereby agree that within 30 (thirty) days of the Execution Date, the Licensee shall:
  - (a) deliver to the Licensor, the Performance Security in accordance with Clause 3.1; and
  - (b) pay to the Licensor, the ALF for the first Contract Year in advance.

**3. PERFORMANCE SECURITY**

- 3.1. The Licensee shall provide to the Licensor, a performance security in the form of a bank guarantee in the format set out in Schedule B issued by a scheduled commercial bank in India in favour of the Licensor, for an amount equivalent to half of the ALF payable by the Licensee to the Licensor for the first Contract Year i.e. INR [insert<sup>29</sup>], payable at [Airport] (“Performance Security”). The Licensee agrees and acknowledges that the amount of the Performance Security shall be enhanced from time to time as set out in Schedule D, and the Performance Security (as required to be enhanced from time to time in accordance with Schedule D) shall remain valid and in full force until the Term of this License Agreement. The Licensee shall be required to submit to the Licensor renewed Performance Security at least fifteen (15) days prior to the expiry of the existing Performance Security. The Performance Security shall be required to have an additional claim period of at least 6 (six) months after the expiry of the validity of such Performance Security. The Licensee agrees and acknowledges that the Licensor shall not be liable to pay any interest to the Licensee on the Performance Security.
- 3.2. Without prejudice to any other right or remedy available to the Licensor hereunder or under Applicable Law, the Licensor shall be entitled, at any time, to utilize the Performance Security, *inter alia*:
  - (a) to set-off any amount due and payable under this License Agreement by the Licensee to the Licensor and/or any Third Party designated by the Licensor;

<sup>29</sup> Note to Draft: Please insert the amount for which the Performance Security needs to be issued by the Licensee to the Licensor.

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- (b) as re-imbursement for any costs incurred by the Licensor in making good any damage caused, or permitted to be caused, to the Licensor or any part of the Airport site, by any act or omission of the Licensee; and/or
- (c) as indemnification for any loss resulting from a breach, by the Licensee, of any of the terms and conditions under this License Agreement.

3.3. In the event of termination of this License Agreement consequent to any Licensee Event of Default, the Licensor shall have the right to cause all or part of the Performance Security to be forfeited and encashed. In the event of termination of this License Agreement consequent to a Licensor Event of Default or upon expiry of the Term, the Licensor shall return to the Licensee, the Performance Security, after adjustment of any outstanding statutory dues and any amounts payable by the Licensee to the Licensor and/or any Third Party designated by the Licensor (including, without limitation, any outstanding claims of the Licensor).

**4. GRANT OF LICENSE**

4.1. In consideration of this License Agreement and the covenants and warranties on the part of the Licensee herein contained, the Licensor, in accordance with the terms and conditions set forth herein, shall grant to the Licensee, non-exclusive licence rights to the land admeasuring approximately [insert<sup>30</sup>] located within the Airport site (along with any buildings, constructions or immovable assets, if any, thereon) which is described, delineated and shown in the Schedule A hereto (hereinafter "**Licensed Premises**"), on an 'as is where is' basis, for the Term and, for the purposes permitted under this License Agreement, and for no other purpose whatsoever ("**Project Licence**").

4.2. Subject to and in accordance with the terms of this License Agreement, the Licensee shall have the right and be at liberty to construct, erect, renovate, repair, alter, or otherwise deal with the Licensed Premises and any structure or structures standing thereon or to be constructed hereafter and the works carried out therein and shall carry out any modifications thereto as it deems fit and shall keep the works and structures constructed or standing for the time being on the Licensed Premises or any part or portion in good repair and condition and shall insure the same in such sum and against such risk.

*Provided however*, the Licensee must:

- (a) notify the Licensor, if, anytime during the Term, any material structure and/or building on the Licensed Premises is, for whatsoever reason, materially damaged, destroyed or otherwise impaired;
- (b) notify the Licensor, prior to re-building any structure and/or building on the Licensed Premises that is so damaged, destroyed or otherwise impaired anytime during the Term;
- (c) notify the Licensor, prior to construction/development/erection of any new structure and/or building on the Licensed Premises anytime during the Term.

4.3. It is expressly agreed that mining, geological or archaeological rights do not form part of the license granted to the Licensee under this License Agreement and the Licensee hereby

<sup>30</sup> **Note to Draft:** Please insert measurement of the Licensed Premises that shall be granted to the Licensee pursuant to this License Agreement.

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acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Licensed Premises shall vest in and belong to the Licensor or the concerned Government instrumentality. The Licensee shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Licensor forthwith of the discovery thereof and comply with such instructions as the Licensor or the concerned Government instrumentality may reasonably give for the removal of such property.

4.4. During the Term of this License Agreement, if in the sole discretion of the Licensor, the Licensed Premises is required by the Licensor for the purposes of any Airport development work, the Licensor shall be entitled to terminate this License Agreement and require the Licensee to vacate the Licensed Premises by issuing a written notice of 12 (twelve) months'. It is further clarified that in such an event, no cost, termination payment and/or any compensation shall be payable by the Licensor to the Licensee for handing over of the Licensed Premises to the Licensor. However, the Licensor, in its absolute discretion, may offer to the Licensee, an alternative parcel of suitable land (subject to availability) within the Airport for implementing the Project on terms and conditions as agreed to in a separate license agreement.

4.5. During the Term of this License Agreement, in the event the Licensor is required to provide for an open access aviation fuel facility/common user facility/hydrant refuelling system at the Airport, the Licensor shall be entitled to terminate this License Agreement and require the Licensee to vacate the Licensed Premises by issuing a written notice of 12 (twelve) months'. It is further clarified that in such an event, no cost, termination payment and/or any compensation shall be payable by the Licensor to the Licensee for handing over of the Licensed Premises to the Licensor.

**5. TERM**

**5.1. Term**

The license granted pursuant to this License Agreement shall continue in full force and effect from the Effective Date until [*insert*<sup>31</sup>] ("Term").

**5.2. Reversion**

On expiry of the Term or early termination of this License Agreement in accordance with the terms and conditions provided hereunder, the Licensee shall, handover to the Licensor, the Licensed Premises.

**6. USE OF THE LICENSED PREMISES**

6.1. The Licensee hereby expressly covenants and agrees that, throughout the Term, it shall only use the Licensed Premises strictly for the sole purpose of implementing the Project in accordance with terms and conditions of this License Agreement.

6.2. It is expressly agreed by the Licensee that throughout the Term, it shall not outsource the operation of Aviation Fuel Facilities/into plan services to any Third Party without the prior written approval of the Licensor. The Licensor shall convey its decision in this regard, within

<sup>31</sup> Note to Draft: Please insert the date until which this License Agreement shall remain effective.

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a period of 30 (thirty) days from the date of receipt of such request from the Licensee.

6.3. During the Term of this License Agreement, in the event that the Licensee requires access (as a non-exclusive right of way) to any portion of land which is outside the Licensed Premises but within the premises of the Airport (including any select areas of the airside) for the purposes of implementing the Project, then the Licensee shall request the Licensor for grant of such access. Upon receipt of such request from the Licensee, the Licensor may approve such request of the Licensee subject to Applicable Law, any safety and/or security related manuals/guidelines/regulations etc. as may be prescribed by the operator of the Airport from time to time.

6.4. It is hereby agreed between the Parties that for the purposes of laying any pipeline(s) for implementation of the Project, if the Licensee requires any right of way to any portion of land which is outside the Licensed Premises but within the premises of the Airport, the Licensor may grant a non-exclusive right of way to the Licensee on payment of applicable right of way charges, subject to: (a) availability of land; and (b) the Parties entering into a separate agreement in respect of such right of way in a mutually agreed form. Provided that, the Licensor shall not charge any right of way charges for the purposes of granting a right of way for laying of any pipeline(s) from the aviation turbine fuel storage facility (within the Licensed Premises) to the fuel hydrant system on the airside of the Airport.

7. **ALF**

7.1. **ALF**

7.1.1. The Licensee agrees that the ALF shall become payable from the Effective Date. The ALF for the (a) first Contract Year, shall be calculated pro-rata to the number of days remaining in such Contract Year, commencing from the Effective Date; and (b) any other Contract Year which does not constitute the entire period of 365/366 days (as the case maybe), will be calculated pro-rata to the number of days remaining in such Contract Year, ending on the date on which this License Agreement expires or is terminated.

7.1.2. The Parties agree that the ALF payable by the Licensee during the Term of this License Agreement shall be equal to the amounts set out in Schedule C of this License Agreement.

7.1.3. The ALF payable pursuant to this Clause 7, is for the floor space index/floor area ratio of 1.00 (one). In the event of increase in the floor space index beyond 1.00 (one), then Licensee acknowledges and accepts that the ALF will be enhanced proportionately. The Licensee shall comply with all rules, regulations, instructions and directions pertaining to floor space index as approved and issued by Licensor from time to time.

7.2. **Timing of payment of License Fee**

Subject to the provisions of Clause 7.3, The License Fee shall be paid by the Licensee in advance annually within 30 (thirty) days from the date of invoice raised by the Authority for bills up to INR 2 crores and 60 days from the date of invoice raised by Authority for bills beyond INR 2 crores ,

7.3. **Payment of License Fee**

7.3.1. The Licensee agrees that ALF shall be exclusive of all taxes (including goods and services tax) which shall be payable in addition to the ALF and be borne by the Licensee at its own risk and costs. The Licensee shall be entitled for deduction of tax at source on payment of

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ALF as per the applicable rate in accordance with Applicable Law.

**8. OTHER CHARGES**

**8.1. Porta Cabin**

8.1.1. In addition to the ALF payable by the Licensee pursuant to Clause 7.1 of this License Agreement, the Licensee shall pay rent for usage of the porta cabin within the Licensed Premises as per the prescribed rates of the Licensor ("**Porta Cabin Charges**"). The existing Porta Cabin Charges as payable by the Licensee to the Licensor has been detailed in Schedule E of this License Agreement. However, in the event the floor space index (**FSI**) utilization by the Licensee is within 1 (one), then the Licensee is not liable to make any Porta Cabin Charges payment to the Licensor.

**8.2. Conservancy Charges<sup>32</sup>**

8.2.1. In addition to the ALF payable by the Licensee pursuant to Clause 7.1 of this License Agreement, the Licensee shall pay/ reimburse (proportionate to the area of the Licensed Premises with the area of the Airport under the control of the Cantonment Board), the Conservancy Charges or such other charges payable by the Licensor to the Cantonment Board.

**8.3. Fuel Throughput Charges**

8.3.1. As on the date of this License Agreement, the Licensee is not liable to make any payment for fuel throughput charges. However, in the event of any change in the Applicable Law as a result of which fuel throughput charges are to be paid for operating the Project at the Airport, the Licensee shall be liable to pay such fuel throughput charges to the Licensor, as per the then prescribed rates.

**9. UTILITIES**

9.1. On and from the Effective Date, it is hereby agreed between the Parties that the Licensee shall be responsible for procuring its own Utility Services from the relevant third-party utility providers for the Licensed Premises. The Licensee shall be responsible for payment of relevant charges for availing such Utility Services ("**Utility Charges**") to the relevant third-party utility providers on or before the due date of invoice raised by the concerned entity.

9.2. In the event that the Licensee requests the Licensor for extending the utilities existing at the Airport, the Licensor may at its sole discretion, make available such utilities (including electricity and water) to the Licensee at the prevailing charges prescribed by the Licensor from time to time.

9.3. In the event of a disruption to regular services, it is clarified that the Licensee shall be responsible for arrangement and installation of power generator backup for electricity, fire detection and protection system (including storage), stand-by arrangement for potable water (including storage), stand-by arrangement for non-potable water (including storage), sewage systems etc.

<sup>32</sup> **Note to Draft:** To be retained in case the aviation fuel facility is in a civil enclave. In the event the aviation fuel facility is in an airport then please delete this and references to the Conservancy Charges.

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9.4. In the event that the Licensor is making available any utilities to the Licensee in accordance with Clause 9.2 above, the payment for Utility Charges shall be made by the Licensee to the Licensor (or any other entity appointed by the Licensor in this regard), within 15 (fifteen) days of the date of invoice issued in this regard by the Licensor (or any other entity appointed by Licensor in this regard).

**10. TAXES AND DUTIES**

The Licensee shall pay all taxes in respect of the Licensed Premises or the structures to be constructed thereon or in respect of the materials stored therein which may be levied by any governmental authority, from time to time.

**11. POWER TO INSPECT**

The Licensee shall permit the Licensor and its duly authorised representatives to enter upon the Licensed Premises and the works or structures for the time being constructed or standing thereon to view and inspect the same, and if any defect is found and brought to the notice of the Licensee in writing to, remedy or make good the defect within such reasonable time as may be specified by the Licensor.

**12. LICENSEE'S WARRANTIES**

The Licensee hereby represents, warrants, acknowledges and undertakes, to and for the benefit of the Licensor, that:

- 12.1. it has taken all necessary corporate and other actions under Applicable Law to authorise the execution and delivery of this License Agreement and to validly exercise its rights and perform its obligations under this License Agreement;
- 12.2. this License Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this License Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- 12.3. it has conducted a thorough due diligence of the Licensed Premises, along with all buildings and/or structures thereon (if any), and hereby confirms that the Licensed Premises along with any and all buildings and/or structures thereon (if any) (in their present form) are fit for purpose. In this regard, the Licensee further acknowledges that it shall have no recourse against the Licensor if it is, at a later date, found that the Licensed Premises or any building or structure thereon, is/are deficient in any manner whatsoever ("**Deficiency**"). If a Deficiency is found, the Licensee hereby acknowledges and agrees that it shall, at its own cost and at no cost to the Licensor, take all appropriate measures to remedy the same;
- 12.4. it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this License Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- 12.5. there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this License Agreement or which individually or in the aggregate, may result in any material impairment of its ability to perform any of its obligations under this License Agreement;

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- 12.6. it has complied with Applicable Law in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may result in breach of its obligations under this License Agreement;
- 12.7. no representation or warranty by it contained herein or in any other document furnished by it to the Licensor or to the Government in relation to Approvals contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- 12.8. it shall upon expiry or early termination of this License Agreement, handover the Licensed Premises, in the condition and manner in which such Licensed Premises was handed over by the Licensor to the Licensee for the purposes of the license arrangement;
- 12.9. the execution, delivery and performance of this License Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its charter documents, any Applicable Law or any covenant, contract, License Agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- 12.10. it shall use the Licensed Premises only for the purposes of implementing the Project;
- 12.11. it shall regularly pay the ALF as provided for under Clause 7 hereinabove and shall observe, abide by and fulfil each of its obligations and covenants set forth herein;
- 12.12. it shall not do or permit to be done on the Licensed Premises or the structures thereon, any activities, which may be contrary to any Applicable Law;
- 12.13. it shall (i) keep and maintain the Licensed Premises and the buildings and structures thereon in good and habitable condition at all times; and (ii) shall ensure that the Licensed Premises will be free from encroachments at all times (except encroachments existing on the date hereof) and to the extent that there occur and/or exist any Encumbrances on the Licensed Premises shall use its best endeavors to remove such Encumbrances from the Licensed Premises, as soon as practicable; and
- 12.14. the Licensee, from the Effective Date and throughout the Term, accepts the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Licensed Premises including the structures and buildings thereon and agrees to hold harmless and indemnify the Licensor from and against any loss, expense (including legal fees), claim, damage, cost or liability or any compensation agreed with any Third Party which the Licensor may sustain from or in relation to the condition, operation, repair, replacement, maintenance and management of the Licensed Premises including the structures and buildings thereon.

13. **LICENSOR'S WARRANTIES**

The Licensor hereby represents, warrants and undertakes, to and for the benefit of the Licensee, that:

- 13.1. it has the power and authority and has taken all actions necessary to validly execute and deliver this License Agreement;
- 13.2. its obligations under this License Agreement will be legally valid and binding and enforceable against it;

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- 13.3. the execution, delivery and performance of this License Agreement will not conflict with, result in the breach of, or constitute a default under, or accelerate performance required under the terms of any covenant, License Agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in a violation of Applicable Law;
- 13.4. it has good and valid title to the Licensed Premises, and has power and authority to grant the license; and
- 13.5. upon the Licensee paying the ALF and performing the covenants herein, the Licensee shall, at all times during the Term, hold and enjoy the Licensed Premises and the rights specified in this License Agreement without any interruption or disturbance by (i) the Licensor; or (ii) any person lawfully claiming through, under or in trust for the Licensor.

14. **OBLIGATION OF THE PARTIES**

14.1. **Change in Ownership**

- 14.1.1. The Licensee shall not undertake or permit a Change in Ownership, at any time during the Term, except with the prior intimation of such proposed change to the Licensor.

14.2. **Licensee's Obligation**

- 14.2.1. The Licensee shall ensure that it shall, at all times and in all respects, comply with Applicable Law, including guidelines, bye-laws, policies, directions, and technical memoranda that are stipulated by the Relevant Authorities pertaining to the design, financing, construction, testing, commissioning and operation of the Project.
- 14.2.2. The Licensee shall, if required, install at his own cost to the satisfaction of any officer appointed by the Licensor in this behalf, obstruction light on the structures/installations.
- 14.2.3. The Licensee shall conduct a background or reference check (or both) on the employees hired by the Licensee under this License Agreement prior to issuing an offer.
- 14.2.4. The Licensee shall, at all times, be required to obtain and maintain all necessary Approvals, as required under Applicable Law, including but not limited to height related clearance from AAI, statutory approvals from DGCA, BCAS and Petroleum and Explosives Safety Organisation, for performing its obligations under this License Agreement.
- 14.2.5. The Licensee shall procure and ensure that it shall discharge its obligations hereunder in accordance and in compliance with:
  - (a) the Applicable Law;
  - (b) any applicable regulations, requirements, standards etc. prescribed by the DGCA, the Ministry of Civil Aviation, Government of India and/or the Licensor;
  - (c) any applicable regulations, requirements, standards etc. prescribed by BCAS;
  - (d) any applicable regulations, requirements, guidelines, standards etc. prescribed by the IATA, the ICAO and other organisation of similar standing and status;

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- (e) any design, safety, security manual and/or any other manuals or standards issued by the Licensor (as amended from time to time);
  - (f) any applicable regulations, requirements, guidelines, standards etc. prescribed by the Relevant Authorities;
  - (g) the applicable regulations, requirements, guidelines, standards etc. pertaining to the Project, as may be applicable; and
  - (h) terms and conditions of the Approvals procured by it.
- 14.2.6. In discharging its obligations under this clause, the Licensee shall always ensure that it acts as a reasonable and prudent person.
- 14.2.7. The Licensee shall indemnify the Licensor against all losses, damages, costs, expenses, claims, demands, proceedings or liability however arising against or incurred by Licensor pursuant to this License Agreement, due to or arising from or contributed to by any act, omission or default on the part of the Licensee, as the case may be.
- 14.2.8. The Licensee agrees and acknowledges that Licensor may issue certain manuals or procedural guidelines, including but not limited to airport operators' aerodrome manual(s), airport facility user manual(s), conditions of use, or any other manuals in relation to the Airport, and the Licensee agrees and undertakes to comply with the requirements envisaged thereunder, to the extent applicable to it, at all times.
- 14.2.9. The Licensee shall comply in all respects with Applicable Law and applicable requirements or provisions of or arising from any aviation or airport security legislation or international civil aviation obligations as may exist (in whatever form and by whatever name known) from time to time, and shall procure that its employees, contractors, sub-contractors, consultants, agents, suppliers, visitors and invitees, and their respective employees shall, at all times whilst they are at or in the vicinity of the Airport, do the same.
- 14.2.10. The Licensee shall organise the Licensed Premises with regard to safety precautions, fire protection, security, transportation, delivery of goods, materials, plant and equipment, control of pollution, maintenance of competent personnel and labour and industrial relations and general Licensed Premises services including, without limitation, access to and on the Licensed Premises, allocation of space for contractors' and sub-contractors' offices and compounds and the access to the Licensed Premises shall be restricted to authorised persons only.
- 14.2.11. The Licensee undertakes herein that it will comply with all requirements, instructions or directions (however called) given to the Licensee by the Licensor arising from the directions given to or requirement imposed on the Licensor pursuant to this License Agreement, any other deeds relating to the Airport or the Applicable Law.
- 14.2.12. The Licensee shall share all relevant information with various regulators and aeronautical navigation service providers required for procurement of aerodrome license by the Licensor from the Relevant Authorities and renewal thereof.
- 14.2.13. The Licensee shall ensure that the personnel engaged by it in the performance of its obligations under this License Agreement are at all times properly trained and certified for their respective functions.

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- 14.2.14. Notwithstanding anything to the contrary contained in this License Agreement, the engagement of employees, staff and personnel of the Licensee and of its contractors and subcontractors shall always be subject to security clearance by the Government/Designated GOI Agency and only persons having a valid security clearance shall be permitted on the Airport.
- 14.2.15. For providing emergency medical aid to users, the Licensee shall set up and operate a medical aid post at the Project equipped to render first aid and to assist in accessing emergency medical aid from hospitals in the vicinity.
- 14.2.16. The Licensee shall take all such measures as may be necessary in accordance with Applicable Law to control and mitigate the noise arising from the Project and its impact on users and the neighbourhood.
- 14.2.17. The Licensee shall be prohibited from setting up of labour camps and laydown areas within the Licensed Premises, save and except areas which have been specifically earmarked for such purposes by Licensor.
- 14.2.18. The Licensee shall not erect any flagstaff, wireless pole or other such high structures nor shall the Licensee erect any display or any high-power electric lighting or any electric sky signs or any other mechanism or otherwise for the purpose of advertisements or signboards without the previous approval of the Licensor.
- 14.2.19. The Licensee shall not do or omit to do, anything on account of which the interest of the Licensor in the Licensed Premises or any rights of ownership of the Licensor in respect of a Licensed Premises are jeopardized and undertakes not to put the rights of the Licensor in jeopardy or allow the rights of the Licensor to be affected or prejudiced in any manner whatsoever.
- 14.2.20. The Licensee shall not use any area in the Airport other than the Licensed Premises in accordance with the terms of this License Agreement.
- 14.2.21. The Licensee shall not create any Encumbrance over the Licensed Premises or otherwise transfer or dispose of all or any of its rights and benefits under this License Agreement.
- 14.2.22. The day to day maintenance, carpentry and other minor repairs in the Licensed Premises shall be affected by the Licensee at its own cost.
- 14.2.23. The Licensee shall provide security for the Licensed Premises as per the guidelines prescribed by BCAS and the Licensor.
- 14.2.24. The Licensee shall procure and maintain firefighting equipment and related appliances in the Licensed Premises. Further, the Licensee shall comply with any direction and specification issued by the Licensor regarding the number, quality and specifications of the said firefighting equipment and related appliances.
- 14.2.25. During the Term of the License Agreement, it shall be the responsibility of the Licensee to obtain insurance coverages in respect of all the movable and immovable assets stored or used in the Licensed Premises and the Licensor shall not be responsible for any loss or damage caused to the Licensee on any accounts whatsoever. It shall be the sole and absolute responsibility of the Licensee to ensure that all such insurance policies are in force during the Term and premiums are paid in respect of the said policies.

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- 14.2.26. The Licensee shall not, create a third party/sub-contract of any description with regard to the Project license of the Licensed Premises or any part thereof, nor shall it, assign or transfer the Project license or any part thereof.
- 14.2.27. The Licensee shall at its own cost maintain the Licensed Premises and abide by any directions as may be given by the Licensor and such other departments as may be entrusted by the Applicable Laws and policies, with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene.
- 14.2.28. The Licensee shall comply with all safety requirements required as per the Applicable Law including all safety requirements required by enactments, rules and regulations and/or requirements and directions in connection therewith which may be issued by the Licensor and/or Directorate General of Civil Aviation and/or Chief Inspector of Explosive under the Explosives Act, 1884 and/or other appropriate authorities concerning the storage of petrol or other explosive material and/or for the housing of lorries or other vehicles containing petrol or other explosive materials.
- 14.2.29. The Licensee shall comply with the requirements of all health and safety standards in accordance with Applicable Law and as may be stipulated by the Licensor from time to time, including those given below:
  - (a) all the instructions given by the airport health officer/medical officer of the Licensor or any persons authorized by them in the maintenance of public health safety at the airport including sanitation control, prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source, shall be implemented and carried out by the Licensee and its agents and servants;
  - (b) the Licensee shall notify the airport health officer, whenever any person working under it is suffering or suspected to be suffering or convalescing from any infectious disease. The airport health officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary;
  - (c) the Licensee, its agents and servants shall not without consent of the airport health officer, interfere with, injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the order of the airport health officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation; and
  - (d) the Licensee, its agents and servants shall not abuse the water sources, and drainage facilities in the Airport premises so as to create a nuisance or a sanitary situation prejudicial to public health.
- 14.2.30. The Licensee shall also ensure that:
  - (a) any construction materials / debris are not kept outside the Licensed Premises. If any construction material/debris are kept outside the Licensed Premises, the Licensor shall have the right to have it removed at cost/risk of the Licensee after giving 7 (seven) days' notice in writing;
  - (b) no wooden partition/ inflammable materials are permitted in the Licensed Premises. The material to be used for partition/fabrication of Licensed Premises shall be as per the specifications given by the Licensor and shall also be approved by the Licensor

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- (c) it does not use a naked light or cause or permit any such light to be used on the Licensed Premises.

- 14.2.31. The Licensee shall not damage any part of the Airport premises in which the Licensed Premises is situated and in the event of any damage being caused to the same intentionally or otherwise, by the Licensee, or its employees or invitees or customers, the Licensor shall be entitled to repair the damage or make the requisite replacement and recover the expenses so incurred from the Licensee.
- 14.2.32. During the Term of this License Agreement, the Licensee will obtain and maintain insurance which covers against any claim for workmen's compensation or otherwise, of all persons employed by it in connection with its operations to be carried on as in accordance with the terms herein contained, and shall produce for inspection on demand by the Licensor, all policies in respect thereof and the receipts from time to time for the premium payments made by it.
- 14.2.33. The Licensee shall maintain, at its own cost, all the electric and water fittings and installations and such other electric and other equipment including fire alarm system, as may be provided by the Licensor.
- 14.2.34. The Licensee shall not hold or permit to hold any public or private auction in the Licensed Premises.
- 14.2.35. The Licensee shall maintain a complaint book in a prominent place in the Licensed Premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection fortnightly by the Airport director of the Licensor.

14.3. **Licensor's Obligation**

- 14.3.1. The Licensor shall appoint and notify the Licensee of the appointment of a manager responsible for coordinating between the Licensee and Licensor on matters relating to the performance of this License Agreement.
- 14.3.2. The Licensor shall handover possession of the Licensed Premises in accordance with the terms of this License Agreement.
- 14.3.3. In the event that the Licensee wishes to install solar panels within any portion of the Licensed Premises for using the solar power so generated within the Licensed Premises, the Licensee shall make an application in this regard to the Licensor for its approval. The Licensor shall in its sole discretion, grant such approval to the Licensee along with specifying any particular condition required to be complied with by the Licensee along with such approval. The Parties agree that the solar power generated by the Licensee within the Licensed Premises subject to and in accordance with this Clause 14.3.3, shall be used only for captive consumption by the Licensee within the Licensed Premises.

15. **TERMINATION**

15.1. **Licensee Event of Default**

- 15.1.1. The Licensor may terminate this License Agreement in any of the following circumstances:

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- (a) an order is made or resolution is passed for the liquidation, bankruptcy or dissolution of the Licensee which is not, if capable of being so, discharged or, as the case may be, revoked within 30 (thirty) days thereafter;
- (b) any representation or warranty of the Licensee herein contained, which is as of the date hereof, found to be materially false, incorrect or misleading or the Licensee is at any time hereafter found to be in breach thereof;
- (c) the Licensee has failed to provide and/or maintain the Performance Security;
- (d) the Licensee creates any Encumbrance on the Licensed Premises;
- (e) the Licensee repudiates this License Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the License Agreement;
- (f) a Change in Ownership has occurred in breach of this License Agreement;
- (g) the Licensee fails to comply with any of the safety and/or security related directions/guidelines, as may be issued by the Licensor and/or any Relevant Authorities from time to time required to be complied with at the Airport;
- (h) if an application for initiation of corporate insolvency resolution process has been admitted against the Licensee before a competent court under the Insolvency and Bankruptcy Code, 2016;
- (i) the Licensee is in material breach of any of the terms and conditions of this License Agreement; and/or
- (j) the Licensee fails to make any payments (or part thereof) as set out under this License Agreement.

(For the purposes of this License Agreement each of the events listed under Clause 15.1.1 (a) to (j) shall constitute an "Licensee Event of Default").

15.2. **Termination Notice**

15.2.1. The Licensor shall not enforce its rights to terminate this License Agreement for any Licensee Event of Default unless and until:

- (a) the Licensor serves on the Licensee a notice specifying the breach complained of and requiring the Licensee to remedy it (if capable of remedy); and
- (b) the Licensee fails to remedy the breach (if capable of remedy) within [60 (Sixty) days] from the notice from Licensor to do so. Provided that the Licensor shall be entitled to terminate this License Agreement immediately (and without providing any time period for remedying the breach) if such event adversely affects the operations of the Airport.

15.2.2. The requirement of providing a notice under Clause 15.2 shall be limited to such circumstances which are capable of being remedied. If there is a breach which, in the reasonable opinion of Licensor, is not capable of being remedied, Licensor shall serve on the Licensee notice specifying the breach complained of and requiring the Licensee to prove

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within 15 (fifteen) days its ability to remedy the breach. Subsequent to the 15 (fifteen) day period, if, Licensor, in its reasonable opinion (and notwithstanding the Licensee's efforts to prove its ability to remedy the breach), arrives at the conclusion that the breach is not capable of being remedied, Licensor shall not be required to comply with Clause 15.2 and shall have the right to terminate this License Agreement forthwith.

**15.3. Licensor Event of Default**

If there is a material breach of its obligations by the Licensor ("**Licensor Event of Default**"), the Licensee may terminate this License Agreement.

15.3.1. The Licensee shall not enforce its right to terminate this License Agreement under Clause 15.3 unless and until:

- (a) the Licensee serves on the Licensor, a notice specifying the breach complained of and requiring the Licensor to remedy it (if capable of remedy); and
- (b) the Licensor fails to remedy the breach (if capable of remedy) within 60 (sixty) days after notice from the Licensee so to do (or, where that is not possible, to commence to remedy the same within such period and thereafter to proceed diligently and in good faith to complete such remedy).

**15.4. Accrued Rights and Continued Effect**

15.4.1. Termination for any reason of this License Agreement shall be without prejudice to:

- (a) any rights or obligations which may have accrued hereunder prior to the date thereof, including without limitation any rights to compensation or damages which may have arisen from any failure to pay, observe or perform which gave rise to a right to terminate under Clause 15.1 or 15.3 which was exercised; and
- (b) the continued effect and operation of any terms of this License Agreement which contemplate post-termination operation.

**15.5. Handing Over**

15.5.1. Subject to Clause 15.4 of this License Agreement, upon the expiry or early termination of this License Agreement for any reason whatsoever, the Licensee shall, at its own cost and expense (save as otherwise stated herein):

- (a) immediately vacate and hand over the Licensed Premises, in the condition and manner in which such Licensed Premises was handed over by the Licensor to the Licensee for the purposes of the license arrangement ("**Transfer Date**");
- (b) immediately remove from the Licensed Premises all loose plant, loose equipment, vehicles and other equipment, furnishings, furniture, stocks and other items of whatever nature, previously used or to be used by the Licensee in relation to the Aviation Fuel Facilities. If, in breach of this Clause 15.5.1 (b) any of such items has/have not been removed from the Licensed Premises within 30 (thirty) days after termination for any reason of this License Agreement, the Licensor may (without prejudice to any other rights or remedies to which it may be entitled) itself remove, or arrange for the removal, from the Licensed Premises any such item or items not removed and dispose of the same as it may in its sole discretion think fit without any

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liability to account to the Licensee for any proceeds of such disposal; and

- (c) immediately (except to the extent necessary in order to enable compliance with this Clause 15.5) remove from the Airport all personnel previously employed for the Aviation Fuel Facilities and/or the observance and performance of its obligations and liabilities hereunder;

Notwithstanding anything contained in this Clause 15.5, no liability (accrued or contingent) of the Licensee or relating to the Aviation Fuel Facilities arising on account of actions or inactions prior to the Transfer Date shall be assumed or transferred to the Licensor or its nominees. The Licensor or its nominees shall only be liable for liabilities in relation to the Aviation Fuel Facilities arising subsequent to the Transfer Date.

- 15.5.2. Upon termination or expiry of this License Agreement, if the Licensee does not immediately vacate and handover the Licensed Premises to the Licensor in accordance with the terms of this License Agreement, the Licensee shall be liable for the consequences including but not limited to payment of any penalty by the Licensee to the Licensor as assessed by the Eviction Officer and eviction from the Licensed Premises, as per the provisions of Applicable Law including Chapter V-A (“Eviction of Unauthorized Occupants etc. of Airport Premises”) of the Airports Authority of India Act, 1994 (including any amendments thereto). In this regard, the Airport Director of the Airport or such other officer as may be nominated by the Licensor shall be the ‘Eviction Officer’ for the purposes of this Clause 15.5.3. of the License Agreement.

**15.6. Survival of rights**

Notwithstanding anything to the contrary contained in this License Agreement, any termination pursuant to the provisions of this License Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, Performance Security, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this License Agreement, shall survive termination of this License Agreement to the extent such survival is necessary for giving effect to such rights and obligations.

**15.7. Return of Performance Security**

Subject to Clause 3.3, upon early termination or expiry of the Term, Licensor shall return to the Licensee, the Performance Security, after adjustment of any outstanding statutory dues such as taxes and any amounts payable to Licensor (including, without limitation, any outstanding claims of Licensor).

**16. INDEMNIFICATION**

- 16.1. The Licensee shall indemnify the Licensor, Licensor’s officers, servants, agents against:

- (a) any and all suits, proceedings, actions, demands and claims from Third Parties (including other contractors engaged by the Licensor at the Airport) for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Licensee of any of its obligations under this License Agreement or any related agreement or from any negligence of the Licensee under contract or tort, or on any ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or

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breach of default of this License Agreement on the part of Licensor;

- (b) failure of the Licensee to comply with Applicable Laws and Approvals;
- (c) payment of taxes required to be made by the Licensee in respect of the income or other taxes of the Licensee's contractors, suppliers and representatives;
- (d) non-payment of amounts due as a result of materials or services furnished to the Licensee or any of its contractors, which are payable by the Licensee or any of its contractors in relation to the Project;
- (e) liability in connection with the death or illness of or injury to any person and the loss of or damage to any property arising out of or in connection with any act or default in the execution of the Project by the Licensee or its subcontractors / contractors/sub-licensees or their respective officers, employees, agents or sub-contractors;
- (f) loss, liabilities, expenses etc. incurred by the Licensor in respect of any operational losses (including, but not limited to, damage to goods), to the extent arising from the breach, by the Licensee, of its obligations under this License Agreement;
- (g) loss and expense incurred by the Licensor in respect of delay and/or disruption to operation of the Airport to the extent arising from breach by the Licensee of its obligations under this License Agreement; and/or
- (h) any and all suits, proceedings, actions, claims, demands, liabilities and damages arising out of claims of infringement or any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Licensee or by the Licensee's contractors in performing the Licensee's obligations or in any way incorporated in or related to the Project.


16.2. **Licensor shall indemnify the Licensee against:**

- (a) liability in connection with the death or illness of or injury to any person and the loss of or damage to any property arising out of or in connection with any act or default by Licensor; or
- (b) loss and expense incurred by Licensee in respect of delay and/or disruption to the Licensee to the extent arising from breach by Licensor of its obligations under this License Agreement.

*Provided that* the scope of such indemnity shall be reduced proportionately to the extent that the act or default of the Licensee or its contractors or their respective officers, employees, agents or sub-contractors caused or contributed to the death, illness, injury, loss or damage. *Provided further* that the liability of Licensor under this Clause 16.2 shall in no event exceed the aggregate of 5% (five percent) of the ALF for the relevant Contract Year.

16.3. In the event that either Party receives a claim or demand from a Third Party in respect of which it is entitled to the benefit of an indemnity under this Clause 16 ("**Indemnifying Party**") it shall notify the other Party ("**Indemnified Party**") within 3 (three) weeks of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party subject to the Indemnifying Party confirming in writing their

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acknowledgment of obligations to indemnify the Indemnified Party in accordance with Clause 16.5. If the Indemnifying Party confirms in writing their acknowledgement of their obligations to indemnify the Indemnified Party in accordance with Clause 16.5 below, the Indemnifying Party shall be entitled to defend, compromise or settle such third-party claim, subject to the Indemnified Party being secured against any costs involved in respect of such proceedings.

- 16.4. The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any Third Party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party.
- 16.5. If the Indemnifying Party acknowledges in writing its obligations to indemnify the Indemnified Party in respect of the loss to the full extent provided by this Clause 16, the Indemnifying Party, shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceedings, liabilities, payments and obligations at its expense and through the counsel of its choice; provided that it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expense incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceedings without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.
- 16.6. If the Indemnifying Party has exercised its right under Clause 16.4, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).
- 16.7. If the Indemnifying Party exercises its rights under Clause 16.4, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:
  - (a) the employment of counsel by such party has been authorized in writing by the Indemnifying Party;
  - (b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action;
  - (c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or
  - (d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party: (a) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or (b) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this License Agreement.

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Provided that if sub-Clauses (b), (c) or (d) above shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceedings on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

- 16.8. Notwithstanding anything to the contrary contained in this Clause 16, the indemnities provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as otherwise expressly provided in this License Agreement.
- 16.9. The provision of this Clause 16 shall survive the termination of this License Agreement.
- 16.10. Notwithstanding anything contained in this License Agreement, the scope of Licensor's indemnity obligations shall not extend to indemnifying the Licensee in respect of any attorney/counsel fees that may have been incurred by the Licensee.

**17. DISPUTE RESOLUTION**

- 17.1. The Parties shall use their respective reasonable endeavors to settle any dispute, difference claim, question or controversy between the Parties arising out of, in connection with or in relation to this License Agreement ("**Dispute**") amicably between themselves through negotiation or mediation process as per AAI's policy.
- 17.2. [Any Disputes which the Parties are unable to resolve pursuant to Clause 17.1 within 60 (sixty) days (or such longer period as the Parties may agree) of the written notification by one Party to the other of the existence of a Dispute shall be resolved through arbitration in accordance with the notification issued by the Government of India vide reference number **DPE O.M. No. 05/0003/2019-FTS-10937 dated 14<sup>th</sup> December 2022** titled "*Settlement of commercial disputes between Central Public Enterprises (CPSEs) inter se and CPSEs and Government Department(s)/Organisation (s) – Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD)*".]<sup>33</sup>;


**OR**

[Any Dispute which the Parties are unable to resolve pursuant to Clause 17.1 within 60 (sixty) days (or such longer period as the Parties may agree) of the written notification by one Party to the other of the existence of a Dispute shall be finally determined by arbitration governed by the provisions of the Arbitration and Conciliation Act, 1996. Each Party shall be entitled to appoint one arbitrator each, and the two arbitrators so appointed shall mutually agree upon and appoint the third and presiding additional arbitrator. The seat of arbitration shall be New Delhi and the arbitration proceedings shall be conducted in the English language. The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the Parties concerned. The award may include an award of costs, including reasonable attorneys' fees and disbursements.

The seat and venue of arbitration shall be New Delhi. Each Party shall pay the expenses of

<sup>33</sup> **Note to Draft:** To be retained in case the Licensee is a Central Public Sector Enterprises, in the event the Licensee is not a Central Public Sector Enterprises then please delete this.

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the arbitration in accordance with the rules notified under the Arbitration and Conciliation Act, 1996 and the eventual liability for the costs shall be in terms of the arbitral award. No arbitrator shall be the present or former employee or agent of, or consultant or counsel to either Party or in any way related or closely connected with the Parties. The language of the arbitration shall be English.]<sup>34</sup>

17.3. Any decision or award of an arbitral tribunal appointed pursuant to this Clause 17 shall be final and binding upon the Parties. The Parties agree that any arbitration award made may be enforced by the Parties against assets of commensurate value of the relevant Party, wherever those assets are located or may be found, and judgment upon any arbitration award (wherever necessary) may be entered by any court of competent jurisdiction thereof. The Parties expressly submit to the jurisdiction of any such court for the purposes of enforcement of any arbitration award.

**18. MISCELLANEOUS PROVISIONS**

**18.1. Governing Law and jurisdiction**

This License Agreement shall be governed by and construed in accordance with laws of India without regard to its conflict of law principles and the courts at [insert<sup>35</sup>] shall have exclusive jurisdiction to entertain any Dispute pertaining to this License Agreement.

**18.2. Delay interest**

All outstanding amounts payable by the Licensee to the Licensor under this License Agreement, that are not paid by the due date in accordance with this License Agreement, shall carry simple interest at a rate per annum of 12% (twelve percent), calculated from the payment due date till the actual date of payment of the ALF, as the case maybe.

**18.3. Alteration of terms**

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

**18.4. No Third Party beneficiaries**

This License Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

**18.5. Severability**

If for any reason whatever any provision of this License Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such

<sup>34</sup> **Note to Draft:** To be retained in case the Licensee is not a Central Public Sector Enterprises, in the event the Licensee is a Central Public Sector Enterprises then please delete this.

<sup>35</sup> **Note to Draft:** Please insert the name of the city where the Airport is located for which this License Agreement shall be entered into.

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invalid, illegal or unenforceable provision.

**18.6. Assignment and other charges**

18.6.1. The Licensee shall not assign, sub-lease, license, sub-license, mortgage, pledge or in any other way transfer or create encumber this License Agreement (or any rights hereunder, whether in whole or in part) and / or the Licensed Premises (or any portion thereof) to any Third Party.

18.6.2. Licensor may, without requiring the prior consent of the Licensee, but upon prior intimation to the Licensee, transfer and / or assign this License Agreement (or any rights hereunder).

18.6.3. Notwithstanding anything to the contrary contained in this License Agreement, the Licensor shall have the right to novate the License Agreement in favour of any other person/entity on the same terms and conditions as contained in the License Agreement and the Licensee hereby agrees to enter into such novation agreement recognising the Third Party as the Licensor in place of AAI and release AAI of all liabilities and obligations arising from and after the date of transfer/novation of such right.

**18.7. Successors and assigns**

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

**18.8. Costs and Expenses**

18.8.1. The Licensee shall bear its own costs (and expenses, including without limitation any fees payable to its advisors) in connection with the negotiation, preparation and execution of this License Agreement. Provided that all the taxes including the stamp duty and any consequential charges thereon and registration charges with respect to this License Agreement shall be borne and paid by the Licensee.

18.8.2. It is agreed that upon the payment of due stamp duty, the Licensee shall be free to register this License Agreement. The Parties expressly agree that it shall be the responsibility and liability of the Licensee to comply with the requirements in relation to payment of stamp duty and the registration of this License Agreement with any relevant governmental authority and any consequential charges thereon.

**18.9. Notices**

18.9.1. All notices, requests, demands or other communication required or permitted to be given under this License Agreement and the provisions contained herein shall be written in English and shall be deemed to be duly sent by registered post, postage prepaid or transmitted by facsimile transmission or courier to the other Parties at the address indicated below: -

(i) In the case of Licensor, to:

Attention: General Manager (Land Management)  
Airports Authority of India, Rajiv Gandhi Bhawan  
Safdarjung Airport, New Delhi-110003  
E mail: [lm.chq@aai.aero](mailto:lm.chq@aai.aero)

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(ii) In the case of notices to Licensee, to:

Attention: [insert<sup>36</sup>],  
[insert<sup>37</sup>]  
E mail: [insert<sup>38</sup>]

or at such other address as the Party to whom such notices, requests, demands or other communication is to be given shall have last notified the Party giving the same in the manner provided in this Clause 18.9, but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents. Any notice, request, demand or other communication delivered to the Party to whom it is addressed as provided in this Clause 18.9 shall be deemed (unless there is evidence that it has been received earlier) to have been given and received, if:

- (a) sent by mail, except air mail, 10 (ten) Business Days after posting it;
- (b) sent by air mail, 6 (six) Business Days after posting it;
- (c) sent by e-mail, when confirmation of its transmission has been recorded in the sender's e-mail account; or
- (d) sent by courier, when delivered as per the confirmation of the delivery provided by the courier service agency; or
- (e) sent by registered post acknowledgement due or speed post acknowledgment due.

For abundant caution, it is clarified that, legal notices shall be sent to either Party by the other by way of registered post or hand delivery.

**18.10. Language**

All notices, certificates, correspondence and proceedings under or in connection with this License Agreement shall be in English.

**18.11. Licensee not AAI's agents**

Nothing in this License Agreement, whether express or implied, constitutes the Licensee as the agent of AAI in respect of any matter or action taken, or vice-versa.

**18.12. Authorised representatives**

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and / or substitute or make fresh appointment of such authorised representative by similar notice.

*[Intentionally left blank]*

<sup>36</sup> **Note to Draft:** Please insert the name and designation of the Licensee's personnel to whom the notice should be addressed.  
<sup>37</sup> **Note to Draft:** Please insert the details of the address to which the notice should be sent.  
<sup>38</sup> **Note to Draft:** Please insert the email address to which the digital copy of the notice should be sent.

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May 31, 2023

**IN WITNESS WHEREOF** this License Agreement has been executed by the duly authorized representatives of the Parties hereto on the day and year first above written.

For and on behalf of <b>Airports Authority of India</b>  Signature: Name: Designation: Address: Date:	For and on behalf of [ <i>insert</i> <sup>39</sup> ]  Signature: Name: Designation: Address: Date:
Witnesses 1:  Signature: Name: Address: Date:	Witnesses 2:  Signature: Name: Address: Date:

<sup>39</sup> **Note to Draft:** Please insert the name of the Licensee who shall be entering into this License Agreement.

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**SCHEDULE A – LICENSED PREMISES**

[insert<sup>40</sup>]

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<sup>40</sup> **Note to Draft:** Please insert the coordinates of the Licensed Premises.

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SCHEDULE B – FORMAT OF PERFORMANCE SECURITY

TO  
AIRPORTS AUTHORITY OF INDIA  
[insert<sup>41</sup>]

WHEREAS:

- (A) [insert<sup>42</sup>] (the “Licensee”) and the Airports Authority of India (the “Licensor”) have entered into a license agreement dated [insert<sup>43</sup>] (the “License Agreement”) whereby the Licensor has agreed to the Licensee to grant license of the Licensed Premises (as defined under the License Agreement) to the Licensee for the purpose of implementing the development, operations, maintenance and management of the Aviation Fuel Facilities (as defined under the License Agreement) at the Licensed Premises, subject to and in accordance with this License Agreement.
- (B) The License Agreement requires the Licensee to furnish a bank guarantee as the Performance Security to Licensor in a sum of INR [insert<sup>44</sup>] (Indian Rupees [insert<sup>45</sup>]) (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the License Agreement, during the Term (as defined in the License Agreement) of the License Agreement.
- (C) We, [insert<sup>46</sup>] through our branch at [insert<sup>47</sup>] (the “Bank”) have agreed to furnish this bank guarantee (“Guarantee”).

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. At the request of the Licensee, guarantee the due and faithful fulfilment of, and compliance with, the terms and conditions of the License Agreement by the Licensee, and unconditionally and irrevocably undertake to pay forthwith to Licensor (upon receiving a written request from Licensor in this regard) the Guarantee Amount as our primary obligation, without any demur, reservation, recourse, contest or protest and without reference to the Licensee.
2. Any such written demand made by Licensor, shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Licensee or any other person and irrespective of whether the claim of Licensor is disputed by the Licensee or not, merely on the first demand from Licensor stating that the amount claimed is due to Licensor. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

<sup>41</sup> Note to Draft: Please insert the address of the Airports Authority of India.  
<sup>42</sup> Note to Draft: Please insert the name of the Licensee on whose behalf the Performance Security shall be issued.  
<sup>43</sup> Note to Draft: Please insert the date of execution of this License Agreement.  
<sup>44</sup> Note to Draft: Please insert the value for which the Performance Security shall be issued in numerical.  
<sup>45</sup> Note to Draft: Please insert the value for which the Performance Security shall be issued in words.  
<sup>46</sup> Note to Draft: Please insert the name of the bank which shall be issuing the Performance Security on behalf of the Licensee.  
<sup>47</sup> Note to Draft: Please insert the name of the branch of the bank which shall be issuing the Performance Security on behalf of the Licensee.

<b>LICENSOR</b>	<b>LICENSEE</b>
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*[Handwritten Signature]*  
 25/9/2023  
 [Handwritten Name]

4. We, the Bank, further agree that Licensor shall be the sole judge to decide as to whether the Licensee is in default of due and faithful fulfilment and compliance with the terms and conditions contained in this License Agreement, and the decision of Licensor that the Licensee is in default as aforesaid shall be final and binding on us, notwithstanding any differences between Licensor and the Licensee or any dispute pending before any court, tribunal, arbitrator or any other authority.
5. This Guarantee shall not be affected by any change in the constitution or winding up of the Licensee or the Bank or any absorption, merger or amalgamation of the Licensee or the Bank with any other person.
6. In order to give full effect to this Guarantee, Licensor shall be entitled to treat the Bank as the principal debtor. Licensor shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, to vary any of the terms and conditions contained in this License Agreement and the Bank shall not be released from its liability under these presents by any exercise by Licensor of the liberty with reference to the matters aforesaid or by reason of time being given to the said Licensee or any other forbearance, act or omission on the part of Licensor or any indulgence by Licensor to the said Licensee or by any change in the constitution of Licensor or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail or by email to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of Licensor's notice of claim on us addressed to [insert<sup>48</sup>] and delivered at the branch specified herein, which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for Licensor to proceed against the said Licensee before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which Licensor may have obtained from the said Licensee or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. Notwithstanding anything to the contrary contained in this Guarantee, we, agree and acknowledge that this Guarantee is unconditional and irrevocable during its currency, and accordingly we further undertake not to revoke this Guarantee during its currency except with the previous express consent of Licensor in writing.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect until the Term of the License Agreement with an additional claim period of 6 (six) months or until it is released earlier by Licensor pursuant to the provisions of the License Agreement. The Bank is liable to pay the Guarantee Amount or any part thereof under this Guarantee if Licensor serves upon the Bank a written claim or demand upon the Bank before the expiry of the aforesaid claim period.

<sup>48</sup> Note to Draft: Please insert the name of the bank along with branch address which shall be issuing the Performance Security on behalf of the Licensee.

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12. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS GUARANTEE, OUR LIABILITY UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING INR [insert<sup>49</sup>] (INDIAN RUPEES [insert<sup>50</sup>] ONLY).
13. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and sealed this [insert<sup>51</sup>] day of [insert<sup>52</sup>], 20[insert<sup>53</sup>] at [insert<sup>54</sup>]

SIGNED, SEALED AND DELIVERED

For and on behalf of  
the BANK by:

(Signature)  
(Name)  
(Designation)  
(Code Number)  
(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

<sup>49</sup> **Note to Draft:** Please insert the value beyond which the liability of the bank shall not exceed under the Performance Security in numerical.

<sup>50</sup> **Note to Draft:** Please insert the value beyond which the liability of the bank shall not exceed under the Performance Security in words.


<sup>51</sup> **Note to Draft:** Please insert the date of the month on which the bank is issuing this Performance Security.

<sup>52</sup> **Note to Draft:** Please insert the month on which the bank is issuing this Performance Security.

<sup>53</sup> **Note to Draft:** Please insert the year on which the Performance Security is issued by the bank.

<sup>54</sup> **Note to Draft:** Please insert the name of the city and state where the bank branch is located.

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**SCHEDULE C – ALF**

[Insert<sup>55</sup>]

S.No.	Relevant Year	Area (in sq. m.)	License Fee/sqm per annum (in INR)	Total Amount (in INR)

<sup>55</sup> **Note to Draft:** Please insert the relevant details in the table in relation to the ALF payable by the Licensee to the Licensor during the Term.

<b>LICENSOR</b>	<b>LICENSEE</b>
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*[Handwritten Signature]*  
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**SCHEDULE D- PERFORMANCE SECURITY**

[Insert<sup>56</sup>]

S.No.	Relevant Year	Performance Security

<sup>56</sup> **Note to Draft:** Please insert the relevant details in the table in relation to the performance security payable by the Licensee to the Licensor during the Term.

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**SCHEDULE E - PORTA CABIN CHARGES**

[Insert<sup>57</sup>]

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<sup>57</sup> Note to Draft: Please insert the Porta Cabin Charges.

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