



Ministry of Civil Aviation

Compendium of Central Government Services and Regulations for Greenfield Airport

December 2011

Abbreviations

ACRONYM	Definition
AAI	Airports Authority of India
AERA	Airports Economic Regulatory Authority
AFRRO	Assistant Foreign Regional Registration Offices
AFS	Aeronautical Fixed Services
AIS	Aeronautical Information Service
AGA	Aerodrome and Ground Aids
AIU	Air Intelligence Unit
AMO	Aeronautical meteorological offices
AMS	Aeronautical Meteorological Stations
AMSL	Above Mean Sea Level
APHO	Airport Health Organization
APIS	Advanced Passenger Information System
ASC	Airport Security Committee
ASDA	Accelerate-Stop Distance Available
ASG	Assistant Secretary General
ASP	Airport Security Program
ATC	Air Traffic Controller
ATM	Air Traffic Management
ATR	Avions de Transport Regional
ATS	Air Traffic Services
AVSEC	Aviation Security
BCAS	Bureau of Civil Aviation Security
CAR	Civil Aviation Requirements
CASO	Civil Aviation Safety Officer

ACRONYM	Definition
CBEC	Central Board of Excise and Customs
CCTV	Closed Circuit Television Surveillance
CISF	Central Industrial Security Force
CNS	Communication Navigation Surveillance
COSCA	Commissioner of Security
CPWD	Central Public Works Department
DADF	Department of Animal Husbandry, Dairying and Fisheries
DDO	District Development Officer
DGCA	Directorate General of Civil Aviation
DGHS	Directorate General Health Services
DPE	Department of Public Enterprises
DME	Distance Measuring Equipment
DPR	Detailed Project Report
DVOR	Doppler VHF Omnidirectional Radio Range
EDS	Explosives Detection Systems
ETD	Explosives Trace Detection
EVD	Explosives Vapour Detection
FDI	Foreign Direct Investment
FMV	Fair Market Value
FRRO	Foreign Regional Registration Office
GDP	Gross Domestic Product
GOI	Government of India
HHMD	Hand-held Metal Detectors
IAL	Instrument Activity List
ICAO	International Civil Aviation Organization

ACRONYM	Definition
IFL	Interest Free Loan
IFR	Instrument Flight Rules
IHR	International Health Regulations
IMD	Indian Meteorological Department
IPPC	International Plant Protection Convention
ISD	International Subscriber Dialling
IST	Indian Standard Time
JCC	Joint Co-ordination Committee
JVC	Joint Venture Company
LAN	Local Area Network
MCA	Model Concession Agreement
MHA	Ministry of Home Affairs
MOCA	Ministry of Civil Aviation
MOHFW	Ministry of Health & Family Welfare
NBFC	Non Banking Financial Company
NCASP	National Civil Aviation Security Programme
NCT	National Capital Territory
NOC	No Objection Certificate
PPP	Public Private Partnership
PWD	Public Works Department
RNFC	Route Navigation Facilities Charges
SPS	Sanitary and Phytosanitary
SPV	Special Purpose Vehicle
SRA	Slum Rehabilitation Act
STD	Subscriber Trunk Dialling

ACRONYM	Definition
TCAC	Tropical Cyclone Advisory Centre
TLF	Temporary Landing Facility
TLP	Temporary Landing Permit
TNLC	Terminal Navigation Landing Charges
UDF	User Development Fee
UNCITRAL	United Nations Commission on International Trade Law
UPS	Uninterruptible Power Supply
VOR	VHF Omnidirectional Radio Range
WHO	World Health Organization
WTO	World Trade Organization

Contents

1. Foreword	9
2. Guidelines for Greenfield Airports	11
2.1 Purpose of Compendium	11
2.2 Steps to be followed for obtaining approval for setting up of Greenfield Airport	11
2.3 Legal Framework for setting up of A irport.....	12
2.4 Development and Financing of Greenfield Airports	13
2.5 Central Government Guidelines	14
2.6 State Government Guidelines.....	14
2.7 Process for obtaining approval	15
2.8 Reserved Services	16
3. Directorate General of Civil Aviation	19
3.1 Details of Services Provided.....	19
3.2 Infrastructure, Equipment and Personnel Requirements.....	19
3.2.1 Licensing	19
3.3 Licence Fee.....	24
3.4 Application format and Timelines.....	25
3.5 Contact Details	25
4. Airports Authority of India	26
4.1 Details of Services Provided.....	26
4.2 Infrastructure, Equipment and Personnel Requirements.....	27
4.3 Agreement/Memorandum of Understanding	29
4.4 Recovery of Cost	29
4.5 Application Format and Timelines	29
4.6 Contact Details	30
5. Airports Economic Regulatory Authority	31
5.1 Details of Services Provided.....	31
5.2 Contact Details.....	32
6. Bureau of Civil Aviation Security	33
6.1 Details of Services Provided.....	33

6.2	Infrastructure, Equipment, and Personnel Requirements.....	33
6.3	Recovery of Cost	35
6.4	Application format and Timelines.....	35
6.5	Contact Details.....	35
7.	Indian Meteorological Department.....	36
7.1	Details of Services Provided.....	36
7.2	Infrastructure, Equipment, and Personnel Requirements.....	36
7.3	Recovery of Cost	37
7.4	Application Format and Timelines.....	37
7.5	Contact Details.....	37
8.	Central Board of Excise and Customs, Department of Revenue.....	38
8.1	Details of Services Provided.....	38
8.2	Infrastructure, Equipment, and Personnel Requirements.....	38
8.3	Recovery of Cost	39
8.4	Application Format and Timelines.....	39
8.5	Contact Details.....	40
9.	Bureau of Immigration, Ministry of Home Affairs.....	41
9.1	Details of Services Provided.....	41
9.2	Infrastructure, Equipment, and Personnel Requirements.....	41
9.3	Recovery of Cost	41
9.4	Application Format and Timelines.....	41
9.5	Contact Details.....	42
10.	Ministry of Health and Family Welfare.....	43
10.1	Details of Services Provided.....	43
10.2	Infrastructure, Equipment, and Personnel Requirements.....	43
10.3	Agreement/Memorandum of Understanding	43
10.4	Recovery of Cost	43
10.5	Application Format and Timelines.....	43
10.6	Contact Details	44
11.	Directorate of Plant Protection & Quarantine & Storage, Ministry of Agriculture	45

11.1 Details of Services Provided.....	45
11.2 Infrastructure, Equipment, and Personnel Requirements.....	45
11.3 Recovery of Cost	46
11.4 Application Format and Timelines	46
11.5 Contact Details	46
12. Department of Animal Husbandry, Dairying and Fisheries.....	47
12.1 Details of Services Provided.....	47
12.2 Infrastructure, Equipment, and Personnel Requirements.....	48
12.3 Recovery of Cost	48
12.4 Application Format and Timelines	48
12.5 Contact Details	49
13. Contacts for State Government.....	50
14. Annexures	56
14.1 Annexure I – AAI Committee Report and Diagrams	56
14.2 Annexure II – Greenfield Airports Policy.....	76
14.3 Annexure III – CNS ATM agreement	83
14.4 Annexure IV – Airport Security Programme	118
14.5 Annexure V – Application Formats for DGCA	134
14.6 Annexure VI – Standard Application Formats.....	169
14.7 Annexure VII – State Support Agreement.....	188
14.8 Annexure VIII – Contact List – Ministry of Civil Aviation.....	210

1. Foreword

The Indian Aviation industry completed 100 years in 2011. Over the last 100 years, the civil aviation sector in India has grown manifold. Over the years, the Government has taken several initiatives to overcome the challenges in the sector and today, the sector holds the distinction of being one of the fastest growing sectors in the world. Indian Aviation is now being rightly referred to as a “sunrise sector.”

With the sector’s growth, there has been a larger participation of private capital in the development of airport infrastructure. In order to provide the right institutional framework to encourage private participation in the development of greenfield airports, the Ministry of Civil Aviation had notified its greenfield airports policy in 2008. The Steering Committee set up under this policy reviews the proposal for setting up of a greenfield airport and recommends the grant of “in-principle approval” for the project after due inter-ministerial consultation. Thereafter, this committee is also responsible for monitoring the development of the airport for which “in-principle approval” has been granted by the competent authority.

Over the last few years, several approvals have been granted for the development of greenfield airports in the country. However, it has been felt that more clarity is required by developers about the process to be adopted after the “in-principle approval,” so as to ensure the time-bound development of airports. In an attempt to provide necessary guidance to developers and other stakeholders, the Ministry of Civil Aviation has undertaken the initiative to prepare a useful guide for potential investors, developers, and stakeholders interested in participating in one of the growing sectors. This compendium provides a quick reference to interested investors on the various steps to be undertaken and the guidelines to be followed for setting up greenfield airports.

While understanding the requirements of various Central Government agencies in connection with Greenfield airports, interactions were held with the following Central Government agencies: a) Directorate General of Civil Aviation, b) Airports Authority of India, c) Airports Economic Regulatory Authority, d) Bureau of Civil Aviation and Security, e) Indian Meteorological Department, f) Central Board of Excise and Customs, g) Bureau of Immigration, h) Ministry of Health and Family Welfare, i) Directorate of Plant Protection, Quarantine & Storage, Ministry of Agriculture, and j) Animal Quarantine & Certification Services, Department of Animal Husbandry Dairying and Fisheries.

The compendium would act as a ready reckoner-cum-guide and specify the instructions/requirement of Central Government agencies and the terms on which the services (if any) of these agencies would be provided in the development/operation of greenfield airports across India. The compendium provides a quick reference to steps that have to be undertaken by an airport company to set up a greenfield airport. The document is expected to serve as a valuable tool for all investors interested in the development of greenfield airports in India.

The second chapter of this compendium outlines the context and the guidelines which an airport company has to follow for the development of a greenfield airport. The second chapter covers in detail Central and State guidelines and the process that an airport

company has to follow to start an airport. In addition, it contains a summary of the reserved services that have to be provided by the Central Government agencies at these airports.

Chapters three to twelve provide information on various Central Government agencies and detail out the requirements of these agencies at the airport. These chapters deal with the key common requirements of all the agencies, and cover the following: a) Details of services provided by the agencies; b) Infrastructure, equipment and personnel requirements of the agencies at the airport; c) Agreements/Memorandum of Understanding, if any, to be signed with the airport company by the Central Government agencies, d) Recovery of cost by the Central Government agency, e) Application format and timelines to be followed by the airport company, and f) Contact details of these agencies.

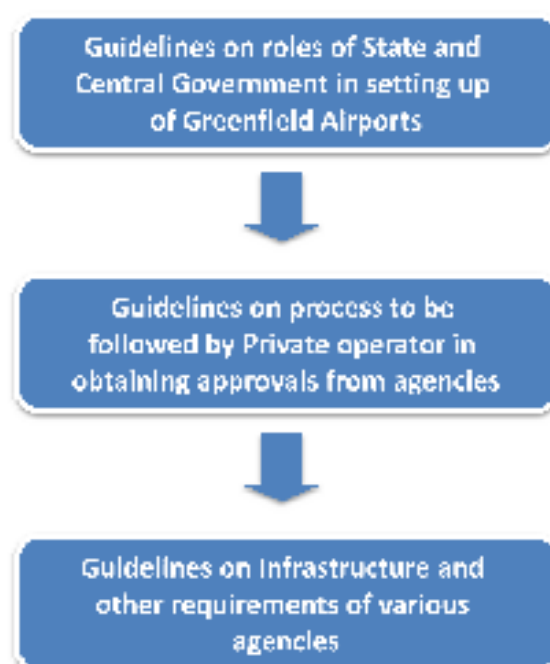
The thirteenth chapter of this compendium captures the contact details for all the state governments as the airport company planning to set up a greenfield airport in a state or union territory will require to liaison with the Civil Aviation Department of the respective state government. The last chapter charts out the details of annexures, which cover various Airport Authority of India committee reports, the Greenfield Airport Policy, the Communications, Navigation and Surveillance/Air Traffic Management (CNS ATM) agreement, the Airport Security Program, application formats for Central Government agencies, and the State Support Agreement.



2. Guidelines for Greenfield Airports

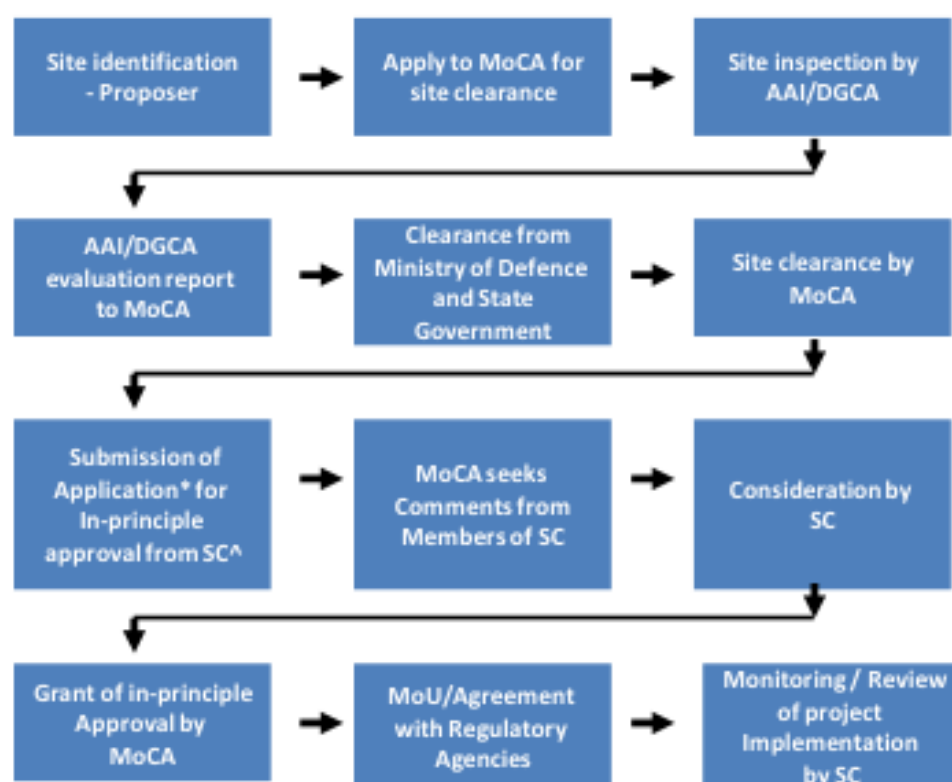
2.1 Purpose of Compendium

The compendium will serve as a guiding document for a developer of a greenfield airport to understand: a) the guidelines for setting up a greenfield airport b) the process for obtaining approval, c) infrastructure requirement for reserved activities to be provided by Central Government agencies, d) guidelines for airport infrastructure, safety, and security, and e) names of the Government agencies to be contacted for seeking approvals. The flow of the compendium has been provided below.



2.2 Steps to be followed for obtaining approval for setting up of Greenfield Airport

The following diagram depicts the steps that have to be followed for obtaining approval to set up a greenfield airport.



*Application includes DPR, TEFS, and Proforma for security clearance

^SC – Steering Committee

2.3 Legal Framework for setting up of A irport

The Constitution of India includes aerodromes in Item 29 of the Union List, which implies that the Central Government alone has legislative and executive powers relating to airports. The primary responsibility for the development of airports rests with the Central Government. The Union of India alone has competence to legislate in respect of:

“Airways, aircraft and air navigation; provision of aerodromes; regulation and organization of air traffic and aerodromes; provision for aeronautical education and training and regulation of such education and training provided by states and other agencies.”

The Aircraft Act, 1934 (the “Aircraft Act”) and the Rules made thereunder by the Central Government govern the development, maintenance and operation of all airports, including greenfield airports. Under the Act, the Central Government has the sole right to grant a licence for setting up an airport, and the operations of the airport would be subject to its licensing conditions (Rule 78 of the Aircraft Rules).

The Airports Authority Act (the “AAI Act”) was enacted by the Central Government in 1994, which stated that all Government airports are to be developed, financed, operated, and maintained by the Airport Authority of India (“AAI”). However, the AAI Act enables AAI to grant a concession to a private entity, who is entrusted the tasks of financing, development, operation, and maintenance of an airport by AAI. As such, greenfield airports to be developed by the Central Government could adopt the concession route if private participation were envisaged.

Airports other than those managed by AAI are governed by the provisions of the Aircraft Act and the Rules made thereunder. An entity other than AAI (hereinafter referred to as an "Airport Company") can set up an airport. The Airport Company must function under a licence from Directorate General of Civil Aviation (DGCA) to be issued under the Aircraft Act. Such a licence can be granted only to the following (Rule 79 of the Aircraft Rules):

- a. A citizen of India; or
- b. A company or a body corporate either in the Central sector, state sector or the private sector registered under the Companies Act, 1956, and subject to the following conditions:
 - i. It is registered and has its principal place of business in India; or
 - ii. It meets the equity-holding criteria specified by the Central Government from time to time; or
- c. The Central Government or a state government or any company or any corporation owned or controlled by either of the said Governments; or
- d. A society registered under the Societies Registration Act, 1860.

Thus, an airport can be developed and operated either by AAI or by an Airport Company that has been given a licence by DGCA as per its licence conditions. The Rules also allow the Central Government or a state government to obtain a licence.

2.4 Development and Financing of Greenfield Airports

1. AAI Airports

Greenfield airports to be set up by AAI would be preferably constructed through public-private partnerships (PPP); such airports would be financed substantially through PPP concessions. However, the land for such airports would have to be provided by AAI. Further, financing gaps, if any, can be bridged through the Viability Gap Funding scheme, which provides for a capital grant of up to 20% of the project cost. Concessions for the development of greenfield airports would be awarded through open competitive bidding, based on model bidding documents. In north-eastern areas of India, where it may not be feasible to follow the PPP route, AAI could set up greenfield airports on its own, with approval from the Government on a case-to-case basis. Land for setting up greenfield airports would preferably be provided by the beneficiary government/local government, free of cost and free from all encumbrances to AAI.

2. Other Airports

Financing and development of any other airport would be the responsibility of the airport company seeking the licence. Land for this purpose may be acquired by the airport company, either through direct purchase or through acquisition by the state government as per the extant policy.

2.5 Central Government Guidelines

The Central Government may, from time to time, notify guidelines to be followed by DGCA for grant of licence to operate a greenfield airport. While granting a licence, DGCA would keep these guidelines in view. At present, the following conditions shall be kept in view by DGCA while granting a licence:

- a. No greenfield airport would be allowed within an aerial distance of 150 km of an existing civilian airport.
- b. In case a greenfield airport is proposed to be set up within 150 km of an existing civilian airport, the impact on the existing airport would be examined. Such cases would be decided by the government on a case-to-case basis.

In the case of any greenfield airport to be developed under these policy guidelines, activities relating to Air Traffic Services (ATS), security, customs and immigration would be reserved for Central Government agencies. Provision for these services would be governed by the policy to be laid down by the Central Government from time to time. The requirement for the same has been dealt with in subsequent chapters.

2.6 State Government Guidelines

1. In case a state government wishes to promote the setting up of airports in the state, it could either:
 - a. Apply to DGCA for a licence itself, in which event the state government would be responsible for the development and operation of the airport; or
 - b. An entity of the state government could apply for a licence to DGCA, in which event such an entity would be responsible for the development and operation of the airport; or
 - c. The state government or its corporation may select a private entity and form a Joint Venture Company (JVC) in the private sector; in such an event, the JVC would be responsible for the development and operation of the airport under a licence from DGCA; or
 - d. Allot land to a private airport company for the development and operation of an airport under a licence from DGCA.
2. In case a state government wishes to facilitate the setting up of the airport, it could provide the following incentives to an airport company:
 - a. Land, concessional or otherwise;
 - b. Real estate development rights in and around the airports;
 - c. Airport connectivity, rail, and road;
 - d. Fiscal incentives by way of exemptions from state taxes; and
 - e. Any other assistance that the state government may deem fit.

3. State governments may evolve their respective policies for providing any or all of the aforesaid incentives to an airport company. If the selection of a private entity or JVC partner is to be made by the state government or any of its entities, it shall be done through open competitive bidding. While granting land and other benefits, the state government may, if it deems fit, stipulate the rights and obligations of the airport company as conditions of such grants.
4. State governments cannot enter into any concession agreements with the airport companies as they do not have the powers to grant airport concessions under the Constitution. As noted above, the power to grant a licence for operating an airport rests solely with the Central Government under the provisions of the Aircraft Act, 1934. However, the state governments can provide any or all of the incentives/assistance stated in Para 2 above.
5. State governments can also provide land to AAI for the development of greenfield airports through concessions, to be granted to private entities in accordance with the provisions of the AAI Act. States may also provide any of the above concessions to AAI for facilitating the development of airports in their respective states.

A State Support Agreement has been appended as an illustrative example in Annexure VII. The agreement shall be drawn on stamp paper, as applicable.

2.7 Process for obtaining approval

A greenfield airport to be set up by AAI or an airport company shall have to follow the following process:

1. If the proposed airport is beyond 150 km of an existing civilian airport:
 - a. If it is in compliance with the guidelines, then it would not require prior approval of the Central Government. DGCA would be competent to grant a licence for its operation as per the extant rules and notifications. However, the proposals should be routed through the Steering Committee.
 - b. If it seeks exemption/relaxation from any of the other guidelines or extant rules and policies, it would be considered for clearance by the Steering Committee constituted as explained in the subsequent section. The committee's recommendations would be forwarded to the Ministry of Civil Aviation. If the Steering Committee is unable to reach a consensus, then the proposal would be placed before the competent authority (Union Cabinet) for a decision. DGCA would consider such proposals for grant of licence only after the approval of the Central Government is secured.
2. If the airport is within 150 km of an existing civilian airport:
 - a. In this case, the application shall be considered first by the Steering Committee. The Steering Committee shall consider all relevant facts and circumstances including contractual liabilities, if any. The Steering Committee shall also take into account whether the applicant has obtained the approvals required under the applicable laws from the authorities concerned. After considering the application, the Steering Committee shall make a suitable recommendation to the Central Government (the

Ministry of Civil Aviation). The Central Government shall consider the recommendation and decide whether approval for the airport project should be granted or not. DGCA shall consider a proposal for grant of a licence to the applicant only after approval has been granted by the Central Government.

- b. Where an application also seeks exemption/relaxation from any extant rules and policies, the application shall be considered first by the Steering Committee. The Steering Committee shall consider all relevant facts and circumstances including contractual liabilities, if any. The Steering Committee shall also take into account whether the applicant has obtained the approvals required under the applicable laws from the authorities concerned. After considering the application, the Steering Committee shall make a suitable recommendation to the Central Government. The Ministry of Civil Aviation shall place the matter before the Union Cabinet for its consideration on case-to-case basis. DGCA would consider such proposals for grant of licence only after it has secured the approval of the Central Government.

2.8 Reserved Services

As mentioned earlier, the provision of reserved services would be governed by the policy to be laid down by the Central Government from time to time. Therefore, prior to the grant of licence, an applicant for a licence shall procure the following clearances:

- a. Defence Clearance: An applicant seeking a licence would need prior clearance from the Ministry of Defence. Guidelines for this purpose would be issued by the Ministry of Defence from time to time.
- b. Air Traffic Services (ATS): Functions related to ATS are being discharged by AAI. The applicant will have to enter into a CNS/ATM agreement with AAI for the provision of ATS services at the proposed airport. ATS would be provided on a cost recovery basis and AAI would publish a standard agreement for this purpose. The airport company would also provide the required infrastructure to AAI free of cost for the provision of ATS.
- c. Security: The applicant will have to enter into an agreement for the provision of security by the concerned authority. The cost of providing security will have to be borne by the airport company. Guidelines for this purpose would be issued by the Ministry of Civil Aviation from time to time.
- d. Customs: In the case of an international airport, the applicant will obtain clearance from the Department of Revenue for the provision of custom services. The cost of providing these services will have to be borne by the airport company. The Ministry of Finance would issue the necessary guidelines from time to time.
- e. MHA Clearance: The applicant seeking a licence would need prior clearance from the Ministry of Home Affairs regarding the location of the airport, acquisition and installation of security equipment, and verification of credentials of the developers.
- f. Immigration: In the case of an international airport, the applicant will procure a clearance from the Ministry of Home Affairs for the provision of immigration services. The cost of providing these services will have to be borne by the Airport Company. The Ministry of Home Affairs would issue the necessary guidelines from time to time.

- g. Bureau of Civil Aviation Security (BCAS) Clearance: The applicant seeking a licence would need prior clearance from BCAS regarding the location of the airport and acquisition and installation of security equipment. The applicant would also require a clearance with regards to architectural and infrastructure-related requirement for the optimal implementation of security measures that shall be integrated in the design of the aerodrome as per BCAS guidelines issued in this regard from time to time. The applicant would also require an approval from the Commissioner of Security, Civil Aviation (COSCA) for airport design/infrastructure, after getting the same approved by BCAS.
- h. Airport Meteorological Services: The applicant will have to enter into a CNS/ATM agreement with the India Meteorological Department (IMD) for the provision of meteorological services at the proposed airport by the India Meteorological Department. The meteorological services would be provided on a cost recovery basis and IMD would publish a standard agreement for this purpose. The airport company would also provide the required infrastructure to IMD, free of cost, for the provision of meteorological services.

As a condition of licence, the licensee would be required to:

- a. Make available its airport services free of charge and to the extent necessary, for meeting exigencies such as war, natural disaster/calamities, and internal disturbances in accordance with the provisions of the Union War Book.
- b. Provide uninterrupted landing and parking facilities for defence and other para-military aircrafts, free of landing and parking charges, and also provide the infrastructure facilities and equipment required for defence operations.
- c. Make available to the security agencies access to the airport for periodic and surprise inspections.
- d. Obtain approval of the relevant agencies for hiring of foreign nationals for senior decision-making positions in the management of the private airports.
- e. Adhere to security measures laid down by BCAS and DGCA.
- f. Obtain prior verification of the credentials of foreign firms to be engaged for construction, and ground-handling or other important activities at the airport.
- g. Obtain clearance relating to FDI limits for the construction/development of private airports from relevant authorities. Any change in control or ownership shall be subject to security clearance from the national security angle.
- h. Ensure that the requisite infrastructure is ready for handling international passengers and the crew who must pass through immigration and customs.
- i. Ensure appropriate arrangements for health services and plant quarantine at international airports.
- j. In case of closure of the existing facilities due to upcoming new airports under PPP, the owner, i.e., AAI or the state government shall be provided with adequate compensation for the created assets, by the airport company.
- k. The airport company shall pay to Government of India (GOI) a fee of 4% of the Gross Revenue annually. This fee applies to the first 10 financial years (deferred payment) and

shall be payable in 20 equal half-yearly instalments.

- i. As per existing stipulations, all airports with annual passenger traffic of 1.5 million or more will be subjected to price/tariff regulations by AERA. Price/tariff norms (including issues related to the levy of UDF) at airports which do not fall within the purview of AERA, will be governed by price structure norms applicable to AAI airports, as approved by Ministry of Civil Aviation (MoCA).

***SC – Steering Committee**

Since the grant of a licence for a greenfield airport involves several agencies, a steering committee would be set up under the chairmanship of the Secretary (Civil Aviation) to coordinate and monitor the various clearances required for setting up an airport. The committee would consist of the following:

- a. Secretary, Civil Aviation - Chairman
- b. Secretary, Ministry of Home Affairs, or his representative not below the rank of Additional Secretary;
- c. Secretary, Ministry of Defence, or his representative not below the rank of Additional Secretary;
- d. Secretary, Department of Economic Affairs, or his representative not below the rank of Additional Secretary;
- e. Secretary, Department of Revenue, or his representative not below the rank of Additional Secretary;
- f. Secretary, Planning Commission, or his representative not below the rank of Additional Secretary;
- g. Director General, India Meteorological Department;
- h. Chairman, Airports Authority of India; and
- i. Director General of Civil Aviation;



3. Directorate General of Civil Aviation

3.1 Details of Services Provided

The Directorate General of Civil Aviation (DGCA) is the regulatory body in the field of civil aviation, responsible for facilitating the airport operator for licences, providing specifications for standards and designs for the airport, and dealing with safety issues. Section 4 of the Aircraft Act, 1934 enables the Central Government to make rules to implement conventions relating to international civil aviation including any annex thereto relating to international standards and recommended practices, as amended from time to time. The Director General, in accordance with Rule 133A of the Aircraft Rules, 1937, may issue, inter alia, civil aviation requirements not inconsistent with the Aircraft Act, 1934 and the rules made thereunder.

The broad principles of law contained in the Aircraft Rules, 1937, Civil Aviation Requirements (CAR) are issued to specify the detailed requirements and compliance procedures for the following: to fulfill the duties and obligations of India as a contracting state under the convention relating to international civil aviation signed at Chicago on 7th December, 1944.

CAR provides specifications on air transport, air safety, airworthiness standards, aerodrome standards as well as licensing, design standards, flight crew standards, training and licensing, aircraft operations, air space, aviation environment protection, and safe transport of dangerous goods by air.

3.2 Infrastructure, Equipment and Personnel Requirements

Being a regulatory body, it has no specific requirement of space, office or personnel for its own operations. However, the private operator has to meet all regulatory requirements and specifications provided at the DGCA website (<http://www.dgca.gov.in>) under the head Rules.

It should be noted that CAR is subject to both the International Civil Aviation Organization's and the Government of India's guidelines which may change from time to time depending on the situation. Therefore, the present CAR is just an indicative list and the private operator is advised to contact the DGCA office for latest information in this regard.

3.2.1 Licensing

The following section deals with Aerodrome Licensing (Section 4, Series F, Part I of Civil Aviation Requirements).

CAR lays requirements to be fulfilled by an applicant for grant of aerodrome licence under the Aircraft Rules and is issued under the power conferred vide Sub-Rule (1) of Rule 83 and Rule 133A of the Aircraft Rules, 1937. These requirements pertain to the technical parameters needed to be fulfilled only for the licensing of the aerodrome (including heliports for public use). The grant of licence is also subject to clearance from the Central

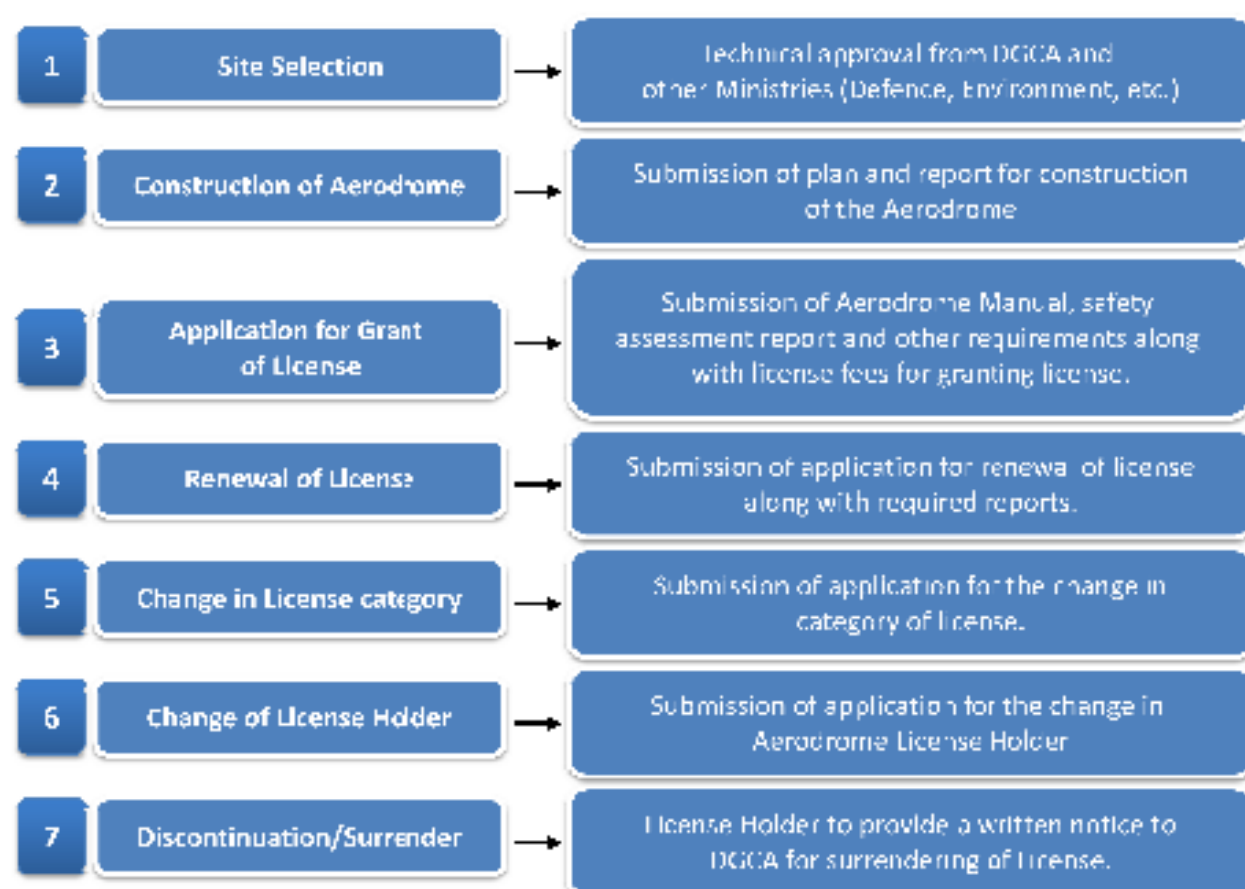
Government and instructions issued from time to time on the subject by the Central Government.

The aerodrome shall be licenced in one of the following categories, namely:

- a. For public use -- This means that the aerodrome, when available for operation of aircraft, shall be so available to all persons on equal terms and conditions.
- b. For private use -- This means it will be open to use by the licensee and by individuals specifically authorized by the licensee.

Note: Usage of a private airport (non-commercial) excludes the operation of scheduled flights therefrom.

A brief of the various steps that the private operator has to follow to secure a licence from DGCA has been presented through the following diagram. The same has been detailed in subsequent paragraphs.



The requirements to be fulfilled by an applicant to secure an aerodrome licence under the Aircraft Rules are explained in detail in the following paragraphs.

1. Site Selection

- a. The potential owner/operator shall submit an application, using Form CA 93(A) which can be downloaded from the DGCA site, to the DGCA for technical approval of the aerodrome site.

- b. The applicant may forward, along with the application form, attested copies of the clearances/permission* from the following:
 - i. Ministry of Defence; **
 - ii. Ministry of Environment and Forests, Government of India;
 - iii. Owner of the land; and
 - iv. Local authority such as municipal corporation/committee or urban land development board/authority of the state or its country and town planning department. ***

** The copies of the clearances / permissions issued by the above authorities are required to be endorsed by DGCA.*

*** While granting clearances/permission, the military authorities should examine and indicate that the proposed aerodrome is not causing operational constraints to defence activities due to the proximity of the site to a military aerodrome/establishments and is not considered a security hazard. Conditions for use of the site as an aerodrome, if any, may also be indicated after a flight operation assessment, if considered necessary.*

**** The local authorities should also indicate that a suitable mechanism has been evolved and/or exists to regulate construction around the proposed aerodrome, so that the obstacle limitation surfaces as defined in SO 1589(E) can be continuously maintained.*

- c. In case of the existing Government aerodromes, clearances mentioned in Paragraph B above are not required. However, clearances from the Ministry of Environment for the expansion of an aerodrome shall be applicable as per instructions issued by them in this regard.
- d. The site may be inspected for its suitability by DGCA officials along with representatives of other agencies, as considered necessary. The applicant shall make arrangements to facilitate the site inspection.
- e. The decision of the site approval shall be communicated to the applicant. The approval of the site does not absolve the applicant from observing the statutory requirements of other official bodies (as mentioned in Paragraph b).

2. Construction of Aerodrome

- a. Once the site has been approved, the applicant has to submit his intention and plan including a project report for the construction of the aerodrome.

Note: The permission for the construction of the aerodrome shall be granted only after the requisite clearances, indicated above in Paragraph b, have been submitted.

- b. The project report shall include the aerodrome facilities to be made available and the assurance that these services and equipment shall be provided in accordance with the requirements specified in the Civil Aviation Requirement, Section 4 Series B Part – I and III.
- c. Architectural and infrastructure-related requirement for the optimal implementation of security requirement shall be integrated in the design of the aerodrome as per the BCAS guidelines issued in this regard from time to time. The applicant would also

require an approval from COSCA for airport design/infrastructure after getting an approval from BCAS.

- d. The applicant is required to demonstrate and satisfy the DGCA about the quality assurance system being applied for the construction of the aerodrome and the procurement and installation of equipment, etc.
- e. DGCA officials may carry out inspections during the period of construction, as considered appropriate, to assess the progress and quality assurance system adopted by the applicant.
- f. Guidelines (April 2009) issued by the Planning Commission, GOI on "Norms and Standards for capacity of Airport Terminals", laying down norms relating to unit area and service standards, should be followed while formulating developmental plans. While finalizing airside plans, the issue of land required for the provision of two parallel runways with taxiways must be addressed.
- g. The airport company must ensure that the construction at site commences within one year of the approval of DGCA and the new airport becomes operational with all requisite licences within five5 years after the grant of approval by DGCA, failing which the permissions granted may be revoked.

3. Application for Grant of Licence

- a. The application for the grant of an aerodrome licence shall be made in the prescribed Form CA 96(A) which can be downloaded from the site. The schedule for the issue of the aerodrome licence can be downloaded from the site to the DGCA, along with the fee prescribed in the Aircraft Rules 1937. The fee shall be remitted by a crossed Demand Draft drawn in favour of Pay & Accounts Office, DGCA, Ministry of Civil Aviation, New Delhi.
- b. The applicant seeking the aerodrome licence under the Public Use category is required to submit a safety assessment report along with the application, demonstrating that the aerodrome and its facilities are safe for aircraft operation.
- c. The application for an aerodrome licence shall be accompanied with an Aerodrome Manual, prepared in accordance with the requirement contained in Rule 81 of the Aircraft Rules 1937, including the establishment of an effective Safety Management System. The Aerodrome Manual is the means by which all aerodrome operating staff are informed about their duties and responsibilities, aerodrome services and facilities, operating procedures, and restrictions on aerodrome availability.
- d. The aerodrome operator shall employ an adequate number of employees, competent to perform their duties regarding all critical activities involved in an aerodrome's operations and maintenance. The aerodrome In-charge / Airport Director / Chief Operating Officer, who is responsible for the day-to-day operations of the aerodrome, shall be the designated 'ACCOUNTABLE MANAGER' for the licensing authority.
- e. The minimum period required for processing the application is about three months from the date of receipt of the application along with a properly formulated aerodrome manual. This would allow for detailed consideration and inspection of the aerodrome before the issue of a licence.

- f. The applicant shall submit a compliance check list in respect of the requirements contained in CAR, issued on the subject of aerodrome design and operations. Other International Civil Aviation Organization (ICAO) documents and those of CAR on aeronautical telecommunications, aeronautical information services, and other relevant civil aviation requirements shall also be kept in view while preparing the compliance statement. The statement shall indicate whether the requirement has been met or not and if not, the extent of the deviation thereto. The supporting material shall also be provided.
 - g. The applicant for an aerodrome to be licenced for public use shall demonstrate the functional arrangements and their integration for the provision of CNS-ATM, RFF, AIS, meteorological and security services.
 - h. Final inspection shall be undertaken for on-site verification of data, and checking of the aerodrome facilities, services, equipment, and procedures to verify and ensure that they comply with the requirements.
 - i. The aerodrome licence shall be issued by the Aerodrome Standard Directorate after securing the approval of the Director General under the appropriate category, if the DGCA is satisfied that the applicant has complied with all the relevant requirements. In case of non-compliance of the requirement by the applicant, the licence may either be refused or granted with limitations/ restrictions / conditions as deemed appropriate by the DGCA, provided that in such cases, overall safety is not compromised.
 - j. An aerodrome licence shall be valid for a period of two years as prescribed in the Aircraft Rules 1937 unless it is surrendered by the licence holder or is suspended or cancelled by the Director General for non-adherence to the relevant rules and requirements or for any other reason. The licence shall remain valid, subject to adherence of all applicable rules or regulations and conditions/limitations, if any, attached to the licence.
 - k. The agency providing the CNS (navigational and landing aids) shall ensure that all such aids are provided in accordance with CAR Section 4, Series X Part I dated 4.2.1994.
 - l. During the currency of the licence, the DGCA may depute his representatives at any time for audit/inspection of the aerodrome. The licence-holder shall provide all necessary assistance for the conduct of inspection/audit of the aerodrome by the DGCA representative. Deficiencies observed during such audit/inspection shall promptly be addressed and rectified within the period specified by the DGCA.
4. Renewal of Licence
- a. The licence-holder shall submit the application for the renewal of licence CA96 (B) along with the prescribed fee, at least two months prior to the date of expiry for public use aerodromes and one month in the case of private use.
 - b. A copy each of the last self-inspection reports and the last calibration report on navigation and landing aids shall also be submitted with the application. The self-inspection should be completed within 30 days preceding the renewal application.

5. Change in the Category of Licence

- a. Application for change in the category of licence should be submitted three months prior to the intended conversion of the licence category.
- b. In such cases, application in CA-96(A) for the issue of a fresh licence shall be made along with the fee prescribed in Aircraft Rules 1937 for the category.

6. Change of Aerodrome Licence-Holder

- a. An aerodrome licence is granted to a named 'legal person' (an individual or a company or any other legally constituted authority or body) as admissible under Rule 79 of the Aircraft Rules 1937, who satisfies the criteria for the issue of the licence. Once a licence is granted, the licensee has to ensure that the aerodrome continues to meet the requirements. An aerodrome licence is not transferable.
- b. If the owner or the operator of the licenced aerodrome has to be changed, a fresh application along with the requisite fee for the issue of a new licence is to be submitted to DGCA by the prospective licensee. The prospective licensee shall also fulfill all requirements for the issue of a licence.
- c. A minimum notification of three months is required for change of owner or operator of the aerodrome. During the change, the outgoing licensee shall be responsible for the operation of the aerodrome until the grant of aerodrome licence to the new applicant.
- d. A change in the name of the licensee does not constitute a change of identity; the licensee should apply for the variation of the licence to reflect the name change and provide a copy of the relevant 'certificate of incorporation on change of name.'

7. Discontinuation / Surrender of Licence

- a. The licence-holder must give a written notice to DGCA not less than 60 days from the date on which the licence is to be discontinued/surrendered in order that suitable promulgation action can be taken.

3.3 Licence Fee

DGCA provides its obligatory services to the airport operator which falls under the category of "Core Sovereign Service" of the Government of India. DGCA charges a licensing fee from the airport operator which is renewable at the end of every second year. The fee structure for the grant of a licence for an aerodrome is presented below.

Parameter	Fees
When the licence is granted for private use	Rs. 1,00,000
When the licence is granted for public use	Rs. 5,00,000 up to runway length of 5,000 feet plus Rs. 2,00,000 for every 1,000 feet or part thereof.

The fee chargeable for renewal of licence of an aerodrome shall be fifty percent of the fee for a licence referred to in Sub-Rule (1).

The fee shall be payable by a bank draft, drawn in favour of the Pay and Accounts Office, Director General of Civil Aviation, Ministry of Civil Aviation, New Delhi.

3.4 Application format and Timelines

The application for aerodrome site approval (Form 93 (A)) and for the grant of an aerodrome licence shall be made in the prescribed Form CA 96(A) has been attached as Annexure V can also be downloaded from the DGCA website (<http://www.dgca.gov.in>). The minimum period required for processing the application is about three months from the date of receipt of the application along with a properly formulated aerodrome manual to allow for detailed consideration and inspection of the aerodrome before the issue of the licence.

3.5 Contact Details

Department's Name	Directorate General of Civil Aviation
Designation	Director of Operations (Aero Standards)
Phone	011-24643883
Fax	011-24651435
Postal Address	DGCA, Opposite Safdarjung Airport, New Delhi - 110003

4. Airports Authority of India

4.1 Details of Services Provided

The Aircraft Act, 1934 (the "Aircraft Act") and the Rules made thereunder by the Central Government govern the development, maintenance and operation of all airports, including greenfield airports. Under the Act, the Central Government has the sole right to grant a licence for setting up an airport, and the operations of the airport would be subject to its licensing conditions (Rule 78 of the Aircraft Rules).

The Airports Authority Act (the "AAI Act") was enacted by the Central Government in 1994. It stated that all government airports are to be developed, financed, operated, and maintained by the Airports Authority of India ("AAI"). However, the AAI Act enables AAI to grant a concession to a private entity who has been given the tasks of financing, development, operation, and maintenance of the airport by AAI. As such, greenfield airports to be developed by the Central Government could adopt the concession route if private participation was envisaged. Airports other than those managed by AAI are governed by the provisions of the Aircraft Act and the Rules made thereunder. An entity other than AAI can set up an airport. The Airports Authority of India (AAI) manages 125 airports, which include 11 international airports, 8 customs airports, 81 domestic airports, and 25 civil enclaves at defence airfields. AAI also provides Air Traffic Management Services (ATMS) across the entire Indian air space and adjoining oceanic areas with ground installations at all airports and 25 other locations to ensure the safety of aircraft operations.

The scope of work in CNS/ATM at the greenfield airports shall be as follows:

AAI services: AAI shall at all time (including twenty-four hours each day), during the term thereof, in accordance with the relevant standards prescribed in the relevant ICAO annexes and documents, and at its own cost:

- Provide CNS/ATM services;
- Maintain the AAI equipment including carrying out of periodic flight calibration of the AAI equipment and other tests;
- Upgrade the AAI equipment from time to time to comply with the relevant provisions contained in the relevant ICAO annexes and documents, and as a result of the expansion/up-gradation of the airport;
- Purchase such equipment as may be required from time to time to enable AAI to provide the CNS/ATM services at the airport in accordance with the standards prescribed by the ICAO Annexes and also in accordance with the standards to be maintained by the AAI according to this agreement;
- Procure meteorological facilities and services from the India Meteorological Department (IMD) for the provision of CNS/ATM services at the airport in accordance with the practices established or recommended from time to time pursuant to the Chicago convention and on the same terms as AAI provides such services at all other AAI airports, and till such time that GOI decides to nominate

some other agency in the place of AAI; the applicant will have to enter into an agreement with IMD for the provision of meteorological services at the proposed airports. The meteorological services would be provided on “cost recovery” basis and IMD would publish a standard agreement for this purpose. The airport company would also provide the required infrastructure to IMD, free of cost, for the provision of meteorological services.

- Relocate AAI equipment for its operative convenience, provided such relocation does not affect the private operator’s obligations under the agreement signed by the private operator and/or smooth operations of the airport.

ATM, en-route and other Services: If AAI requires, it may at its own cost, (continue to) situate at the airport or on the airport site (or relocate as necessary) any radars, equipment, buildings, works or facilities necessary for the provision of en-route air navigation services. In relocating such radars, equipment, buildings, works or other facilities at the airport, AAI shall take appropriate measures to avoid any disruption to the normal operations of the airport. For avoidance of doubt, AAI shall not be held liable for any disruption in the normal operations of the airport arising on account of such relocation for the purpose of the provision of CNS/ATM services.

If during the initial stages of project planning, i.e., site selection, orientation of runway, finalization of scope of project, etc. and subsequently, during the implementation stage, the services and expertise of AAI are required, the same shall be provided at a cost as prescribed by AAI. Cost would include expenses on travelling, accommodation, daily allowances, expenses of AAI officials for attending meetings, etc., plus consultancy charges. The airport company shall remit the amount in advance, prior to the undertaking of visit(s) by AAI officials.

No Objection Certificate (NOC) cases:

For the purpose of controlling growth and the height of buildings/structures in the vicinity of the airport as per Aerodrome and Ground Aids (AGA) criteria, it is clarified that the responsibility of working out permissible heights, assessing obstructions from the aviation point of view, etc., would lie with AAI. However, implementation and enforcement responsibility would vest with the airport company.

4.2 Infrastructure, Equipment and Personnel Requirements

AAI has constituted a committee (the report of the committee and the diagrams have been provided in Chapter 14 of the report as Annexure I) to formulate the standard requirements for (Air Traffic Controller) ATC-cum-Technical Block at various airports. The report includes details of facilities/services and area requirements keeping in view the level of operations at various airports, and also an analysis of the details of facilities, services, and space requirements, based on the level of operations. The committee met on eight occasions; the key decisions taken unanimously are as follows:

1. At present, AREA CONTROL CENTRES have been established at 11 airports which are as follows:

North: Delhi and Varanasi

South: Chennai, Trivandrum, Hyderabad and Mangalore

East: Kolkatta

West: Mumbai, Ahmedabad and Nagpur

North-East: Guwahati

For design/area requirements, the following categories of ATC-cum-Technical Blocks are proposed for development in the future. While finalising these recommendations, the existing four metros, viz., Delhi, Mumbai, Chennai and Kolkata, have not been considered.

- a) Airports with Area Control Centres are classified as Category I.
 - b) Other international airports without Area Control Centres, i.e., Jaipur, Lucknow, Amritsar, Calicut, etc. fall in Category II.
 - c) Other major airports, i.e., Rajkot, Udaipur, Khajuraho, Ranchi, Bhubhneswar, etc. where aircrafts up to AB 320 operate fall in Category III
 - d) Airports like Simla and Bhuntar (Kulu) where smaller aircraft like Dornier DO-228 and ATR type operate, and where further expansion of runway is not possible due to terrain conditions are included in Category IV.
2. The Control Tower cabin should have ideally a 360 degree view and it is desirable that the Control Tower be centrally located to have a clear view of all the approaches of different runways.
 3. One percent of the total length of the runway could be the criteria for determining the height of the Control Tower. For instance, a 3,000 meter runway will require a 30-meter-high Control Tower. However, the same should be subjected to the approval of the authorities.
 4. For larger airports of Code 3C or above, the ATC-cum-Technical block and the Administrative Block should be separate.
 5. The ATS reporting office must be housed in a large room/hall in the Technical block for briefing pilots prior to every flight. Meteorological personnel, along with ATC personnel and Communication Personnel, would be accommodated.
 6. For airports operating 50-seater capacity aircrafts and which have no scope for further expansion of runways due to terrain conditions/land constraints, an integrated complex for a fire station and a control tower-cum-technical Block shall be constructed.

7. The committee recommends consolidated requirements for an ATC tower-cum-Technical block for four different categories which have been listed as Annexure I in this Draft Report. While designing the building, the following co-relations should not be disturbed:

- ◆ Flight crew briefing room must be on the ground floor.
- ◆ Anti-hijacking room is to be on the second floor.
- ◆ While designing, shifting of various facilities can be rearranged floor-wise.
- ◆ Room sizes are indicated for various facilities, and carpet areas for categories I to III.
- ◆ Recommendations on Standard Requirements for ATC Tower and drawings, given in Annex I, are to be considered as illustrative only.

The airport developer/operator shall follow the Central Public Works Department's (CPWD) norms in the case of provisioning of space for AAI.

4.3 Agreement/Memorandum of Understanding

The private operator/operator will have to enter into a CNS/ATM Agreement with AAI for the provision of Air Traffic Services (ATS) at the proposed airport. ATS would be provided on a cost recovery basis and AAI publishes a standard agreement for this purpose. The Airport Company would provide the required infrastructure to AAI free of cost for the provision of Air Traffic Services. A standard CNS/ATM agreement is placed in Annexure III.

4.4 Recovery of Cost

AAI shall, in consideration of its performing the relevant services, be entitled to recover: a) Route Navigation Facilities Charges, and b) Terminal Navigational Landing Charges directly from an airline. In the event of failure by any airline to pay the Route Navigation Facilities Charges and Terminal Navigational Landing Charges, AAI shall be entitled to suspend the provision of services to such an airline and take such steps as it deems fit to recover its Route Navigation Facilities Charges and Terminal Navigational Landing Charges, thus indicating that the airport operator is not liable for any of these charges.

4.5 Application Format and Timelines

On getting in-principle approval from MoCA as per the flowchart in Clause 2.2, the private operator shall enter into a CNS/ATM agreement with the AAI. (The agreement has been attached as Annexure III). It is expected that the minimum time AAI shall require to provide its concurrence to the proposal of the Airport Operator will be eight weeks; however, the same shall be subject to change.

4.6 Contact Details

Department's Name	Airport Authority of India
Designation	Chairman, AAI
Phone	011-24632930
Fax	011-24641088
Postal Address	AAI, Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi – 110003
E – Mail Address	chairman@aai.aero

5. Airports Economic Regulatory Authority

5.1 Details of Services Provided

The economic regulation of aeronautical services at major airports comes under the purview of the Airports Economic Regulatory Authority (AERA). The terms 'aeronautical services' and 'major airport' are defined in the Airports Economic Regulatory Authority of India Act, 2008 (27 of 2008). Airports other than the major airports are regulated by the Ministry of Civil Aviation, Government of India.

AERA, a statutory body constituted under the Airports Economic Regulatory Authority of India Act, 2008, was notified vide Gazette Notification dated 5.12.2008 and was established by the government vide Notification No. GSR 317 (E) dated 12.05.09 and has its head office at Delhi. The statutory functions of AERA as enshrined in Section 13 (1) of the Airports Economic Regulatory Authority of India Act, 2008, are as below:

1. To determine the tariff for the aeronautical services taking into consideration:
 - a. The capital expenditure incurred and timely investment in improvement of airport facilities;
 - b. The service provided, its quality, and other relevant factors;
 - c. The cost for improving efficiency;
 - d. Economic and viable operation of major airports;
 - e. Revenue received from services other than the aeronautical services;
 - f. The concession offered by the Central Government in any agreement or memorandum of understanding or otherwise; and
 - g. Any other factor that may be relevant for the purposes of this Act.
2. To determine the amount of the development fees in respect of major airports
3. To determine the amount of the Passengers Service Fee levied under rule 88 of the Aircraft Rules, 1937, made under the Aircraft Act, 1934
4. To monitor the set performance standards relating to quality, continuity, and reliability of services, as may be specified by the Central Government or any authority authorized by it in this behalf
5. To call for such information as may be necessary to determine the tariff under clause (a)
6. To perform such other functions relating to tariff, as may be entrusted to it by the Central Government or as may be necessary to carry out the provisions of AERA Act, 2008.

It shall be noted that it is only the major airports that are being regulated by AERA. Section 2 (i) of the Airports Economic Regulatory Authority of India Act, 2008, have defined major airport as "any airport which has, or is designed to have, annual passenger throughput in

excess of one and a half million or any other airport as the Central Government may, by notification, specify as such”.

It shall be noted that the private operator of major airports shall follow the guidelines of AERA issued on time to time basis and shall meet all regulatory requirements and specifications provided by AERA from time to time. The guidelines can be accessed from its website, www.aera.gov.in.

5.2 Contact Details

Department's Name	Airport Economic Regulatory Authority
Designation	Secretary, AERA
Phone	011-24695040
Postal Address	AERA Building, Administrative Complex, Safdarjung Airport, New Delhi – 110 003
E-Mail Address	feedback@aera.gov.in

6. Bureau of Civil Aviation Security

6.1 Details of Services Provided

The primary objective of the National Civil Aviation Security Programme is to safeguard civil aviation operations against acts of unlawful interference through regulations, practices, and procedures, which take into account the safety/regularity and efficiency of flights. The National Civil Aviation Security Programme of India aims at maintaining the security of national and foreign air operators providing services from India as well as of civil airports/civil enclaves in India supporting international and domestic flights and national air carriers providing services from airports abroad.

The Bureau of Civil Aviation and Security (BCAS) is the regulatory authority for civil aviation security in India. It provides the following services:

- Laying down of aviation security standards in accordance with Annex 17 to the Chicago Convention of ICAO for airport operators, airlines operators, and the security agencies responsible for implementing Aviation Security (AVSEC) measures;
- Monitoring the implementation of security rules and regulations and carrying out a survey of security needs;
- Ensuring that persons implementing security controls are appropriately trained and possess all competencies required to perform their duties;
- Planning and coordination of aviation security matters;
- Establishing, developing, implementing, maintaining, and reviewing the National Civil Aviation Security Programme (NCASP); and
- Conducting (a) surprise/dummy checks to test professional efficiency and alertness of the security staff and b) mock exercises to test the efficacy of contingency plans and operational preparedness of various agencies.

Site Selection & Construction of Aerodrome

- (i) The applicant shall submit details of the site/proposed design/architectural and infrastructural requirements for the site inspection and security requirements for integration in the design of the aerodrome.
- (ii) BCAS officials may carry out inspection during the period of construction and prior to operation as considered appropriate, to assess the progress and the security assurance system adopted by the applicant.
- (iii) The access control to the airport and its security restricted area shall be in accordance with the authorization and instructions issued by COSCA from time to time.

6.2 Infrastructure, Equipment, and Personnel Requirements

The following structure is recommended by BCAS as a basis for drafting an Airport Security Programme (ASP) for a greenfield airport:

1. Organization
2. Description of airport
3. Airport security measures
4. Response to acts of unlawful interference
5. Training
6. Quality control: Supervision and performance monitoring

Guidelines on drafting each of these parts can be downloaded from the BCAS website. The same has been provided as in Annexure IV in Chapter 14 of the report. Guidance material on the specific security measures mentioned is provided in other volumes of Doc 8973, in particular, Volume II – Recruitment, Selection and Training, Volume IV – Preventive Security Measures, and Volume V – Crisis Management and Response to Acts of Unlawful Interference. The guidelines on specific security measures have been included in Annexure IV in Chapter 14 of the report, and these can be downloaded from the BCAS website.

Provision of security infrastructure and equipments should be made as per the provisions laid down in NCASP along with ICAO doc 8973.

While drafting the ASP, careful consideration should be given to the level of detail (i.e., particularly sensitive information) required by the document. The ASP will usually have a wide distribution and the principle of “need to know” should be applied. Accordingly, sensitive information could be contained in procedure manuals or subordinate documents to ASP and would have limited distribution; the distribution would be limited to those who strictly need to know.

The airport operator constructs/designs an airport based on Document Number 8973, published by ICAO. The airport operator proposes the infrastructure and personnel requirements to BCAS based on the estimated passenger traffic at the airport. The proposal of the airport operator for infrastructure and personnel requirements for security is evaluated based on the classification of the airport on a case-to-case basis. Airports are classified into three categories (hyper-sensitive, sensitive, and normal), based on which the proposal of airport operators is evaluated. The airport operator purchases and installs the equipment related to security at the airport.

The proposal for infrastructure and personnel requirements for security is submitted by the airport operator to the MoCA, which then forwards it to BCAS for evaluation. A committee of three to four members is set up by BCAS, which provides approval for personnel, design, and infrastructure for security, based on the proposal submitted by the airport operator and field visit conducted by the committee.

The space requirement for the department in general includes: (a) office space for Dy. Commissioner of Security (CA)/Assistant Commissioner of Security (CA); (b) space for BCAS office administration; (c) space for BCAS pass section; (d) space for office of Civil Aviation Safety Officer/Assistant Secretary General (CASO/ASG); (e) space for CASO office administration; (f) space for barracks and kote of ASG; (g) space for ladies barracks; (h) space for family accommodation; (i) space for security equipment; and (j) space for communication equipment.

However, it should be noted that the space requirement may change from time to time. In addition, the airport developer/operator shall follow the CPWD norms, in case of provisioning of space for BCAS.

6.3 Recovery of Cost

BCAS provides its obligatory services to the airport operator, which falls under the category of 'sovereign services' of GOI. The cost related to equipment and personnel related to reserved security services at the airports is recovered through the Passenger Service Fee. The personnel for security services are provided by the Aviation Security Group (ASG) that is a unit of a specialized government agency authorized by the COSCA and shall be deployed in the manner and number as approved by them. BCAS provides approval on the number of personnel to be deployed. To deal with emergent situations, COSCA may make necessary changes in the deployment of ASG and contingency plans to deal with unlawful interference with civil aviation. The payment for the service of ASG is made by the airport operator to ASG. COSCA may conduct or depute its representatives at any time for audit/inspection/survey of the aerodrome, personnel, equipment, etc. Deficiencies observed during such audit, inspections, and surveys shall promptly be addressed and rectified within the period specified by COSCA.

The number of CISF personnel for ASG to be deployed at the airport should be approved by COSCA.

6.4 Application format and Timelines

On getting the in-principle approval from MoCA as per the flowchart in clause 2.2, the private operator shall write an application to BCAS seeking its requirements at the greenfield airport. The proposal to BCAS shall be made in the format prescribed in Annexure VI. The minimum time required by BCAS to provide its concurrence to the proposal of the airport operator is expected to be 8 weeks; however, the same is subject to change.

6.5 Contact Details

Department's Name	Bureau of Civil Aviation and Security
Designation	Commissioner of Security
Phone	011-23311381, 23311443 (Control Room)
Fax	011-23315695
Postal Address	I-IIIrd Floor, A wing, Janpath Bhavan, Janpath, New Delhi – 110001
E-Mail Address	cosca.bcas@nic.in

7. Indian Meteorological Department

7.1 Details of Services Provided

The objective of meteorological service is to contribute to the safety, regularity, and efficiency of civil air navigation. The Indian Meteorological Department (IMD) is responsible for executing and coordinating activities to meet the meteorological requirements necessary for civil air navigation in India. IMD has established 18 aeronautical meteorological offices (AMOs) including 4 meteorological watch offices (MWOs) and 50 aeronautical meteorological stations (AMSs) (7 airports are not owned by AAI) to meet the requirements for the provision of meteorological service for civil air navigation. The Tropical Cyclone Advisory Centre (TCAC) of ICAO is also functioning at IMD, New Delhi.

IMD, through the AMOs and AMSs, is responsible for the provision of up-to-date information on existing and forecast meteorological conditions to those ATS units that need it in order to carry out their functions. The necessary meteorological information will be supplied to ATS units from the associated AMO/AMS. The meteorological offices will be located at the airports (as far as practicable) so that meteorological briefings for ATS personnel, as well as consultations between meteorological and ATS personnel, are facilitated and fast and reliable communication is established in order to effect coordination in the most efficient manner possible.

The meteorological information provided will be in the ICAO format and the frequency of meteorological reports, forecasts, warnings, etc., will cover the needs of each of the ATS units. Meteorological offices and/or meteorological stations will provide other information as provided in clauses 3.4.1 to 3.4.3 of the agreement that is signed between AAI and IMD. Detailed information on the location, vertical extent, direction, and speed of movement of significant meteorological phenomena in the proximity of aerodromes, which may present a danger to aircraft operations, particularly in the areas of the initial climb-out and approach, will be provided to the appropriate ATS units whenever available, with the utmost speed. This information will be derived from weather radar observations, remote-sensing equipment, and meteorological satellite data available in IMD.

Meteorological offices will provide the meteorological information needed to meet non-routine requests from aircraft in flight (e.g., requests from distant aerodromes for meteorological reports). Copies of meteorological flight documentation supplied to flight crews will be kept for a period of at least 30 days, (i.e., stored as hard copies or soft copies) from the date of issue and will be made available on request for inquiries or investigations and, for these purposes, will be retained until the inquiry or investigation is completed. Aeronautical climatological information (i.e., in particular, aerodrome climatological tables and summaries) will be prepared by IMD.

7.2 Infrastructure, Equipment, and Personnel Requirements

The total strength of the personnel and specifications for infrastructure, equipment, and office space at the airport depend on the type of the operations of the airport. It is

suggested that the private operator should get in touch with the department to obtain the necessary information.

The airport developer/operator shall follow the CPWD norms, in case of provisioning of space for IMD.

7.3 Recovery of Cost

The cost of the equipment, manpower, and other support centres shall be recovered from the airport operator. The department issues necessary guidelines for the same from time to time.

The private operator shall not be entitled to reduce the space and facilities provided to IMD without the consent of the department. In the event of any further expansion, modernization, or redevelopment of or at the airport, which involves the movement or reconfiguration of any space or facilities used by the department or its designated nominees/representatives, the private operator shall duly inform the department, and the private operator and the department shall, within a reasonable period of time, discuss and agree to any amendments to the space requirements of the department or its designated nominees/representatives that may be required as a result of such expansion, modernization, or redevelopment of or at the airport.

7.4 Application Format and Timelines

On getting the in-principle approval from MoCA as per the flowchart in clause 2.2, the private operator shall get into an agreement with the IMD. It is suggested that the private operator shall write an application to the IMD for the same. The proposal to IMD shall be made in the format prescribed in Annexure VI. The minimum time required by IMD to provide its concurrence to the proposal of the airport operator is expected to be 8 weeks; however, the same is subject to change.

7.5 Contact Details

Department's Name	Indian Meteorological Department
Designation	Deputy Director General of Meteorology (Aviation Services)
Phone	011-24615371
Fax	011- 24615371
Postal Address	Indian Meteorological Department, Mausam Bhavan, Lodhi Road, New Delhi

8. Central Board of Excise and Customs, Department of Revenue

8.1 Details of Services Provided

The Central Board of Excise and Customs (CBEC), Department of Revenue, Ministry of Finance, provides customs services at the airport. The airport operator obtains a clearance certificate from the Department of Revenue for the provision of customs services.

CBEC provides the following services at greenfield airports: (a) customs control at the Walkthrough Channel, (b) customs control at baggage examination centres in the Green/Red Channel, (c) customs control for detained goods, (d) customs control for mishandled baggage, (e) customs control for valuables, (f) customs control for re-shipment goods, (g) customs control for confiscated goods, (h) issuance of export certificates, and (i) services of relevant officials in connection with the CBEC's functions.

8.2 Infrastructure, Equipment, and Personnel Requirements

The total strength of the personnel and specifications for infrastructure and equipment at the airport depend on the volume of passengers, both incoming and outgoing, at the airport. The estimate for space requirement is made on the basis of passenger projection (both incoming and outgoing) at a greenfield airport.

The space requirements for the department in general at the arrival side of the airport include:

- a. Space for customs control at the walkthrough channel
- b. Space for customs control at baggage examination counters in the Green/Red Channel including rest rooms for officers
- c. Space for the Commissioner of Customs including PA's room
- d. Space for the Joint Commissioner/Additional Commissioner including PA's room
- e. Space for the Assistant/Deputy Commissioner shift in charge
- f. Space for the Assistant/Deputy Commissioner in charge of Prevention Air Intelligence Unit (AIU)
- g. Space for the Assistant/Deputy Commissioners (establishment) who looks after deployment of staff and legal and prosecution aspects
- h. Space for the dog squad
- i. Space for officers deployed for preventive (AIU)
- j. Space for frisking of lady passengers
- k. Space for interrogation
- l. Space for detained/seized/confiscated goods and mishandled baggage

- m. Space for a strong room
- n. Space for the special duty officer and field security officers
- o. Space for District Development Officer (DDO) and Accounts Officer
- p. Space for canteen
- q. Space for the Commissioner (Appeal's) office
- r. Space for the Chief Commissioner's office
- s. Record room
- t. Recreation room

Similarly, at the departure side, adequate space for the following purposes is required:

- a. Space for the Assistant/Deputy Commissioner shift in charge
- b. Space for the Assistant/Deputy Commission in charge of Preventive (AIU)
- c. Space for facilitation of passengers at the departure side
- d. Space for baggage examination room
- e. Space for officers deployed for Preventive (AIU)
- f. Space for interrogation room
- g. Space for the dog squad
- h. Space for warehouse and strong room
- i. Space for frisking of passengers (separate for male/female)
- j. Space for changing room for officers (separate for male/female)

This information is related to passenger side only and does not include air cargo operations. For the space and infrastructure requirements at the air cargo operations area, the operator would be required to obtain information from the department.

The airport developer/operator shall follow the CPWD norms, in case of provisioning of space (operational or non-operational) for CBEC.

8.3 Recovery of Cost

The cost of providing these services is borne by the airport operator for which CBEC issues necessary guidelines from time to time.

8.4 Application Format and Timelines

On getting the in-principle approval from MoCA as per the flowchart in clause 2.2, the private operator shall write an application to CBEC, Department of Revenue, seeking its requirements at the greenfield airport. The proposal to the CBEC shall be made in the format prescribed in Annexure VI. The minimum time required by CBEC to provide its

concurrency to the proposal of the airport operator is expected to be 8 weeks; however, the same is subject to change.

8.5 Contact Details

Department's Name	Central Board of Excise and Customs, Department of Revenue, Ministry of Finance
Designation	Under Secretary/Director
Phone	011-23093908, 23094182
Fax	011- 23093908
Postal Address	CBEC, Department of Revenue, Ministry of Finance, Room # 159-A, 1st Floor, New Delhi – 110001
E-Mail Address	dircus@nic.in, uscuslll@nic.in

9. Bureau of Immigration, Ministry of Home Affairs

9.1 Details of Services Provided

The Bureau of Immigration (BoI) provides the following kinds of services at the airport: (a) immigration clearance; (b) visa on arrival; (c) grant of Temporary Landing Permit/Temporary Landing Facility (TLP/TLF); and (d) clearance of deportees.

9.2 Infrastructure, Equipment, and Personnel Requirements

These requirements are need-based and would vary from airport to airport, depending upon the volume of traffic, frequency of flights, etc., and subject to sanction/approval by the concerned ministry. The required personnel and equipment for immigration clearance in the immigration area will be provided by BoI. The basic infrastructure, i.e., immigration counters as per the approved design, space for a server room, LAN, power connectivity between the server room and counters, uninterrupted power supply with UPS back-up, detention rooms (for male and female), an Advanced Passenger Information System (APIS) server room, Foreign Regional Registration Offices/Assistant Foreign Regional Registration Offices (FRRO/AFRRO) office space, wing in charge cabin, rest rooms, earmarked parking space, instant medical facility, and canteen facilities at par with airport operator staff/other agencies are to be provided by the airport operator. These requirements should be included at the project designing stage in consultation with BoI.

The airport developer/operator shall follow the CPWD norms, in case of provisioning of space (operational or non operational) for BoI.

9.3 Recovery of Cost

Immigration being a sovereign function, no cost is charged to the operator. As such, the private operator should also not charge on account of back-office space being provided to BoI.

9.4 Application Format and Timelines

On getting the in-principle approval from MoCA as per the flowchart in clause 2.2, the private operator shall write an application to BoI seeking its requirements at the greenfield airport. BoI does not provide any standard application format. The application shall be made to the official as mentioned in section 9.5. The minimum time required by BoI to provide its concurrence to the proposal of the airport operator is expected to be 8 weeks; however, the same is subject to change.

9.5 Contact Details

Department's Name	Bureau of Immigration, Ministry of Home Affairs
Designation	Director
Phone	011-23389286
Fax	011- 23389286
Postal Address	Room No. 36A, Jaisalmer House, 26 Man Singh Road, New Delhi - 110003
E-Mail Address	dsmmp-mha@nic.in

10. Ministry of Health and Family Welfare

10.1 Details of Services Provided

Under the International Health Regulations (IHR) and as a part of statutory requirements, the Airport Health Organization (APHO) are required to perform various public health functions, viz. health screening of international passengers (incoming and outgoing), quarantine and isolation of passengers suspected to have been infected/diseased, vector control in the aircraft and at airports, vaccination against yellow fever, general sanitation, water quality monitoring and food hygiene, and dead body clearance.

10.2 Infrastructure, Equipment, and Personnel Requirements

It is estimated that for providing the above-mentioned services a space of 600 sq ft is required at both the departure and arrival terminals of the airport and a constructed space of 1550 sq m of covered area for quarantine and isolation facilities is required outside the terminal building but within the airport complex.

The airport developer/operator shall follow the CPWD norms in case of provisioning of space (operational or non-operational) for the department.

10.3 Agreement/Memorandum of Understanding

The Government of India, being a signatory to IHR (2005), has to notify a list of IHR compliant international airports to the World Health Organization (WHO). For this, various health facilities are required to be made available by private operators so as to enable APHOs to perform various health functions (as mentioned in section 10.1) to make an international airport IHR compliant by June 2012.

10.4 Recovery of Cost

A decision has been made by the Ministry of Health & Family Welfare (MOHFW) that no rental is liable to be paid to the agencies developing the airport(s), as APHOs under the Directorate General Health Services, MOHFW is providing various services free of cost at the greenfield airports.

10.5 Application Format and Timelines

On getting the in-principle approval from MoCA as per the flowchart in clause 2.2, the private operator shall write an application to MOHFW seeking its requirements at the Greenfield Airport. The proposal to MOHFW shall be made in the format prescribed in Annexure VI. The minimum time required by MOHFW to provide its concurrence to the

proposal of the airport operator is expected to be 8 weeks; however, the same is subject to change.

10.6 Contact Details

Department's Name	Ministry of Health and Family Welfare
Designation	Assistant Director General
Phone	011-23061978
Fax	011-23061978
Postal Address	Nirman Bhavan, Room No. 556, A Wing, New Delhi
E-Mail Address	adgih.001@gmail.com

11. Directorate of Plant Protection & Quarantine & Storage, Ministry of Agriculture

11.1 Details of Services Provided

Plant quarantine regulatory measures are operative through the Destructive Insects & Pests Act, 1914 (Act 2 of 1914), in the country. The purpose and intent of this Act is to prevent the introduction of any insect, fungus, or other pest, which is or may be destructive to crops. The import of agricultural commodities is presently regulated through the Plant Quarantine (Regulation of Import into India) Order, 2003, and the provisions of the New Policy on Seed Development, 1988. Further, the significance of plant quarantine has increased in view of globalization and liberalization in international trade of plants and plant material in the wake of the Sanitary and Phytosanitary (SPS) Agreement under WTO. The phytosanitary certification of agricultural commodities being exported is also undertaken as per the International Plant Protection Convention (IPPC), 1951. The different types of services that will be provided by the department at airports/air cargo are as under:

- Inspection of imported agricultural commodities for preventing introduction of exotic pests and diseases inimical to Indian fauna and flora to ensure agricultural bio-security
- Inspection of agricultural commodities meant for export and issue of phytosanitary certificates as per the requirements of importing countries under IPPC
- Detection of exotic pests and diseases already introduced for containing/controlling them by adopting domestic quarantine regulations

Though the following section provides the requirements of the department to provide its services at the airport, the private operator should note that these requirements are subject to change as per government guidelines and threat of diseases from other countries. Hence, it is advisable to discuss the requirements in detail with the concerned authorities.

11.2 Infrastructure, Equipment, and Personnel Requirements

Infrastructure: The department requires the following infrastructure/space.

At the international airport: (a) a plant quarantine counter in the arrival hall; (b) two rooms of size 10 × 15 sq ft for an officer and the staff on duty and basic plant quarantine screening laboratory; (c) a suitable space of size 12 × 12 sq ft for fumigation/treatment of passenger baggage, which should preferably be outside the terminal; and (d) parking space of size 20 × 8 sq ft for office vehicles and personal vehicles of officers/staff on duty

At air cargo: (a) three rooms of 10 × 12 feet for accommodation of officers and staff on duty and PQ laboratory; (b) a suitable space of size 12 × 12 sq ft for fumigation/treatment of passenger baggage, which should preferably be outside the terminal; and (c) parking space for office vehicles and personal vehicles of officers/staff on duty (20 × 8 ft).

Equipment: The department requires installing the following equipment at the airport: (a) equipment such as microscopes and magnifiers for testing purposes in the labs and (b) an X-ray machine.

Personnel: The total strength of the personnel that shall be provided by the department itself, to be deployed at the airports shall be as follows.

At Category 1 PQ Stations (where the volume of trade is less), seven personnel -- 1 Plant Protection Officer, 1 Senior Scientific Assistant III, 2 Scientific Assistants, 1 Lower Divisional Clerk, 1 Driver, and 1 Peon.

At Category 2 PQ Stations (where there is a sizeable volume of trade), 10 personnel -- 1 Plant Protection Officer, 1 Assistant Plant Protection Officer, 2 Senior Scientific Assistants, 3 Scientific Assistants, 1 Lower Divisional Clerk, 1 Driver, and 1 Peon.

The airport developer/operator shall follow the CPWD norms in case of provisioning of space (operational or non-operational) for the department.

11.3 Recovery of Cost

The department on its own bears the expenditure related to rent, manpower, and equipment, which are recouped through inspection charges collected from the importer and exporters of the plants. The operational space should be made available to public agencies delivering statutory services at no cost.

11.4 Application Format and Timelines

On getting the in-principle approval from MoCA as per the flowchart in clause 2.2, the private operator shall write an application to the Directorate of Plant Protection & Quarantine & Storage (DPPQS), Ministry Of Agriculture, seeking its requirements at the greenfield airport. The proposal to DPPQS shall be made in the format prescribed in Annexure VI. The minimum required by DPPQS to provide its concurrence to the proposal of the airport operator is expected to be 8 weeks; however, the same is subject to change.

11.5 Contact Details

Department's Name	Directorate of Plant Protection, Quarantine & Storage, Ministry of Agriculture
Designation	Joint Director (PQ)
Phone	0129-2418506, 011-23386741
Fax	0129-2412125, 011-23386741
Postal Address	Directorate of Plant Protection Quarantine & Storage, NH-4, Faridabad – 1
E-Mail Address	jdpq@nic.in

12. Department of Animal Husbandry, Dairying and Fisheries

12.1 Details of Services Provided

Animal Quarantine and Certification Services, Department of Animal Husbandry, Dairying and Fisheries, under the aegis of the Livestock Importation Act, 1898 (Amendment 2001), prevents ingress of any exotic livestock diseases into India through the importation of livestock and livestock products. The department provides the following services at the greenfield airports.

Before Arrival

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

On Arrival at the Point of Entry

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

Though the following section provides the requirements of the department for offering its services at the airport, the private operator should note that these requirements are subject to change as per government guidelines and threat of diseases from other countries. Hence, it is advisable to discuss the requirements in detail with the concerned authorities.

12.2 Infrastructure, Equipment, and Personnel Requirements

Infrastructure: To provide its services, the department requires the following infrastructure: (a) a 10 × 10 sq ft or 12 × 12 sq ft room for office cum animal examination purposes at the arrival hall of the airport; (b) a small counter at the arrival hall; (c) a 12 × 12 sq ft transit room for small animals, which should be necessarily near the arrival desk; (d) a 12 × 12 sq ft small laboratory for testing purposes near the arrival desk, with the laboratory holding equipment such as microscopes, a centrifuge machine, and incubators; (e) a 10 × 10 sq ft space for a X-ray machine at the airport and at the cargo and a 20 × 20 sq ft room for testing of large animals; (f) facilities for sniffer dogs and access of the quarantine staff to the X-ray machine installed at the airport to check/scan the baggage of passengers if carrying illegally imported animal products without proper documents; (g) early warning in form of declaration in embarkation form and proper announcement for the passengers (in flight video) in the aircraft before landing into India if carrying illegally imported animal products/carrying without proper documents; (h) putting proper signage with instructions to the passengers with arrow (also in video) at the arrival hall with all details including the requirement essentiality of quarantine of animals products and pet animals; (i) 40 × 40 sq ft area with a shed for holding large animals; (j) provision of animal carriers at the cargo complex for shifting of animals from the airport to quarantine stations (optional); (k) facilities for sanitation, cleaning, disinfection, and fumigation of the space of quarantine including an animal shed located at the cargo complex; and (l) provision of an incinerator in the cargo complex (optional).

Equipment: The department requires the following equipment at the airport: (a) equipment such as microscopes, centrifuge machines, and incubators in a small laboratory and (b) an X-ray machine.

Personnel: The department shall provide the manpower only where the airport is designated as one of the airports for import of livestock and livestock products. However, airports (greenfield projects) may create such infrastructure after checking for requisite requirement. In a nutshell, Department of Animal Husbandry and Dairying Fisheries (DADF) will commit for manpower only when the airport is designated allowed for import of livestock and its products.

The airport developer/operator shall follow the CPWD norms in case of provisioning of space (operational or non-operational) for the department.

12.3 Recovery of Cost

The expenditure related to manpower, equipment, and other operational costs would be borne by the department itself and the private operator would not be liable to reimburse any such expenditure.

12.4 Application Format and Timelines

On getting the in-principle approval from MoCA as per the flowchart in clause 2.2, the private operator shall write an application to DADF seeking its requirements at the

greenfield airport. The proposal to DADF shall be made in the format prescribed in Annexure VI. The minimum time required by DADF to provide its concurrence to the proposal of the airport operator is expected to be 8 weeks; however, the same is subject to change.

12.5 Contact Details

Department's Name	Animal Quarantine & Certification Services (NR), Department of Animal Husbandry, Dairying and Fisheries
Designation	Quarantine Officer/Director
Phone	011-25063272/23384190
Fax	011-25060647
Postal Address	Animal Quarantine & Certification Services (NR), Department of Animal Husbandry, Dairying and Fisheries, Kapasheda Crossing, Next to Kapasheda Police Station, Old Delhi-Gurgaon road, New Delhi – 110037
E-Mail Address	aqcsnr-dadf@nic.in

13. Contacts for State Government

The private operator planning to set up a greenfield airport in a state or union territory will need to liaison with the Civil Aviation Department of the state government. The details of the contact person in the Civil Aviation Department of each state and union territory in India are provided in the table given below.

Sr. No.	State/UT/N CT & Capital	Designation & Address	Phone & Fax	E-mail
1	Andaman & Nicobar (UT) – Port Blair	Director, Civil Aviation, Andaman & Nicobar Administration, VIP Road, Port Blair – 744103	Phone – 03192 – 233601 Fax – 03192 – 233601	civilaviation.andaman@gmail.com
2	Andhra Pradesh – Hyderabad	Principal Secretary, Infrastructure & Investment Department, Government of Andhra Pradesh, Room No. 117 A, D Block, Ground Floor, AP Secretariat, Hyderabad – 500004	Phone – 040 – 23450517	prlsecy_infra@ap.gov.in/apinfrastructureauthority@gmail.com
3	Arunachal Pradesh – Itanagar	Director of Civil Aviation, Government of Arunachal Pradesh, Naharlagun Helipad, Papumpare District, Arunachal Pradesh, P.O. – Naharlagun – 791110	Phone – 0360 – 2245508 Fax – 0360 – 2245261	-
4	Assam – Dispur	Commissioner & Secretary, General Administration Department, Government of Assam, Assam Secretariat, Dispur, Assam – 781006	Phone – 0361 – 2237247 Fax – 0361 – 2237232	-
5	Bihar – Patna	The Principal Secretary, Finance Department, Government of Bihar, Old Secretariat, PO – Sachivalaya, Patna – 800015	Phone – 0612 – 2215805 Fax – 0612 – 2217694	finsecy-bih@nic.in
6	Chandigarh (UT) – Chandigarh	Home Secretary, Government of Chandigarh, 4th Floor, UT Secretariat, Sector 9, Chandigarh	Phone – 0172 – 2740008	hs-chd@nic.in
7	Chhattisgarh	Secretary, Civil Aviation	Phone – 0771 –	

Sr. No.	State/UT/NCT & Capital	Designation & Address	Phone & Fax	E-mail
	h – Raipur	Department, Government of Chhattisgarh, Chhattisgarh Secretariat, Raipur Special Secretary to CM & Director, Aviation	4080254, 2535434 Fax – 0771 – 2221254	-
8	Dadra & Nagar Haveli – Silvassa	Development Commissioner, UT of Dadra & Nagar Haveli, Secretariat, Silvassa	Phone – 0260 – 2632126	administrator-dnh@nic.in
9	Delhi (NCT) – Delhi	The Principal Secretary, PWD Department, Government of NCT of Delhi, Secretariat, Delhi	Phone - 011 – 23292365/2339 2065 Fax – 011 – 23392295	-
10	Diu & Daman – Daman	Development Commissioner, UT Administration of Daman & Diu, Secretariat, Daman – 396220	Phone – 0260 – 2230473 Fax – 0260 – 2230775	admr-daman-guj@nic.in
11	Goa – Panjim	1. Panjim - The Chief Secretary, Government of Goa, Secretariat, Goa 2. Panaji - Director of MoPA Airport 3. Director (PPP), Secretariat, Porovorim, Bardez, Goa	1. Phone – 0832 – 2419402, Fax – 0832–2415201 2. Phone – 0832 – 2223612, Fax – 0832 – 2426492 3. Phone – 0832 – 2419424, Fax – 0832 – 2419661	1. cs-go@nic.in 2. coln.go@nic.in
12	Gujarat – Gandhi Nagar	Principal Secretary, Industries & Mines Department, Government of Gujarat, 5th Block, 3rd Floor, Sachivalaya, Gandhi Nagar Director of Aviation, Khet Udyog Bhavan, Old High Court,	Phone – 079 – 23250701, 27543299, 22869261 Fax – 079 – 23250844, 27544965,	secimd@gujarat.gov.in

Sr. No.	State/UT/NCT & Capital	Designation & Address	Phone & Fax	E-mail
		Navrangpura, Ahmedabad – 380014 2nd Floor, B-Tower, GMDC, “Khanij Bhavan”, 132 Ft. Ring Road, Nr. University Ground, Vastrapur, Ahmedabad - 380052	22850776 Phone – 079 – 27911955, 27911656, Fax – 27911935, 27911198	
13	Haryana – Chandigarh	Advisor, Civil Aviation Haryana, S.C.O. No. 2913-14, Sector 22 C, Chandigarh	Phone – 0172 – 2709174 Fax – 0172 – 2709386	caviation@hry.nic.in
14	Himachal Pradesh – Shimla	The Director, Tourism & Civil Aviation, Himachal Pradesh Government Secretariat, Shimla – 171002	Phone – 0177 – 2625864 Fax – 0177 – 2625456	tourismnmin-hp@nic.in
15	Jammu & Kashmir – Srinagar	Civil Aviation Commissioner, Civil Aviation Department, Government of Jammu & Kashmir, Srinagar	Phone – 0194 – 2473877	Jkcad16621@yahoo.com
16	Jharkhand – Ranchi	Secretary, Civil Aviation Department, Government of Jharkhand, Secretariat, Ranchi	Phone – 0651 – 2250319/2250287 Fax – 0651 – 2250319	-
17	Karnataka – Bengaluru	The Principal Secretary, Infrastructure development Department, Government of Karnataka, Room Number 24, Ground Floor, West Gate, Vikasa Soudha, Bengaluru – 560001	Phone – 080 – 22034130/22282366 Fax – 080 – 22280605	prs-infra@karnataka@gov.in
18	Kerala – Thiruvananthapuram	Contact persons – Secretary, Transport, Additional Secretary, Transport, Secretary, Revenue,	Phone – 0471 – 2518242	as@transport.kerala.gov.in

Sr. No.	State/UT/NCT & Capital	Designation & Address	Phone & Fax	E-mail
		District Collectors, and Officials of Pollution Control Board, Officials of Revenue and Survey Departments, Officials of Fire Department, Officials of State PWD, KSEB, & KWA, and Officials of Existing Airports in the State Address: Transport Department, Government of Kerala, Room No. 107, Ground Floor, North Block, Government Secretariat, Thiruvananthapuram	Fax – 0471 – 23333460	
19	Lakshadweep (UT) – Kavaratti	Director (Port, Shipping & Civil Aviation), Government of Lakshadweep, Kavaratti – 682555	Phone – 04896 – 262018/262290 /222180 Fax – 04896– 262741	lk-port@nic.in
20	Madhya Pradesh – Bhopal	Director of Aviation, Directorate of Aviation, Government of Madhya Pradesh, Raja Bhoj Airport, Bhopal – 462004	Phone – 0755 – 2646366	-
21	Maharashtra – Mumbai	Secretary, General Administration Department, Government of Maharashtra, Room No. 155 (Main), First Floor, Mantralaya, Mumbai – 400032	Phone – 022 – 22207151 Fax – 022 – 22815098	-
22	Manipur – Imphal	Chief Secretary, Government of Manipur, Manipur Secretariat, Imphal	Phone – 0385 – 2451144/2450064 Fax – 0385 – 2452629	-
23	Meghalaya – Shillong	Commissioner of Transport Meghalaya, Shillong, Sawlad	Phone – 0364 – 2232779	-

Sr. No.	State/UT/NCT & Capital	Designation & Address	Phone & Fax	E-mail
		(near Madanrting Police Station), Shillong – 793021		
24	Mizoram – Aizwal	Principal Consultant, General Administration Department (Civil Aviation Wing) Government of Mizoram, Aizwal, Mizoram	Phone – 0389 – 2323582 Fax – 0389 – 2322748	-
25	Nagaland – Kohima	Secretary, Transport Department, Government of Nagaland, New Secretariat Complex, Kohima – 797004	-	-
26	Odisha – Bhubaneswar	Special Secretary, General Administration Department, Government of Odisha, Secretariat, Bhubaneswar	Phone – 0674 – 2536727 Fax – 0674 – 2396348	gadmin@ori.nic.in
27	Puducherry (UT) – Puducherry	Secretary, Tourism Department, Secretariat, Puducherry	Phone – 0413 – 2334036 Fax – 0413 – 2334036	pondytourism@gmail.com
28	Punjab – Chandigarh	Director, Civil Aviation, Government of Punjab, Secretariat, Chandigarh	Phone – 0712 – 2707608/2703942 Fax – 0712 - 2703942	dir.ca@punjab.gov.in
29	Rajasthan – Jaipur	Managing Director, Rajasthan Civil Aviation Corporation Limited, State VIP Hangar, Sanganer Airport, Jaipur – 302011	Phone – 0141 – 2550362/2552623 Fax – 0141 – 2550543	mdrcac@gmail.com
30	Sikkim – Gangtok	Secretary, Tourism Department, Government of Sikkim, Sikkim Secretariat, Gangtok	Phone – 03592 – 203425 Fax – 03592 –	secy_tourism@yahoo.com

Sr. No.	State/UT/NCT & Capital	Designation & Address	Phone & Fax	E-mail
			205647	
31	Tamil Nadu – Chennai	Secretary to Government, Transport Department, Government of Tamil Nadu, Secretariat, Chennai – 9	Phone – 044 – 25671475 Fax – 044 – 25670083	transsec@tn.gov.in
32	Tripura – Agartala	Special Secretary, Transport Department, New Secretariat Building, Capital Complex, Room No. B-6/304 (3rd Floor), Agartala – 799006	Phone – 0381 – 2416042 Fax – 0381 – 2416042	-
33	Uttar Pradesh – Lucknow	Director & Special Secretary, Civil Aviation Department, Government of Uttar Pradesh, Lucknow Airport, Lucknow	Phone – 0522 – 2437565/2436504 Fax – 0522 – 2435780	dsca@sancharnet.in
34	Uttarakhand – Dehradun	Principal Secretary, Civil Aviation Department, Government of Uttarakhand, Uttarakhand Secretariat, Dehradun	Phone – 0135 – 2712900 Fax – 0135 – 2712015	-
35	West Bengal – Kolkata	Secretary, Transport Department, Government of West Bengal, West Bengal Secretariat, Kolkata – 700001	Phone – 033 – 22145455 Fax – 033 – 22144700	sectransport@wb.gov.in

14. Annexures

14.1 Annexure I - AAI Committee Report and Diagrams

The competent Authority had constituted a Committee¹ to formulate standard requirements for ATC cum Technical Block at various Airports indicating details of facilities/services as well as area requirements keeping in view the level of operations at various airports.

The committee met on various occasions and the decisions taken unanimously are as follows:

1. At present AREA CONTROL TOWERS are established at 11 Airports which are as follows:

North: Delhi and Varanasi

South: Chennai, Trivandrum, Hyderabad and Mangalore

East: Kolkatta

West: Mumbai, Ahmedabad and Nagpur

North East: Guwahati

For design/area requirements, following categories of ATC cum Technical Block are proposed for development in future. While finalizing these recommendations, the existing four metros, viz., Delhi, Mumbai, Chennai and Kolkata, have not been considered.

- a) Airports with Area Control Centres are classified as Category I.
 - b) Other international airports without Area Control Centres, i.e., Jaipur, Lucknow, Amritsar, Calicut, etc. fall in Category II.
 - c) Other major airports, i.e., Rajkot, Udaipur, Khajuraho, Ranchi, Bhubhneswar, etc. where aircrafts up to AB 320 operate fall in Category III.
 - d) Airports like Simla and Bhuntar (Kulu) where smaller aircraft like Dornier DO-228 and ATR type operate, and where further expansion of runway is not possible due to terrain conditions are included in Category IV.
2. The Control Tower cabin should have ideally a 360 degree view and it is desirable that the Control Tower is centrally located to have a clear view of all the approaches of different runways.
 3. One percent of the total length of the runway could be the criteria for determining the height of the Control Tower. For instance, a 3000 meter runway will require a 30-meter-high Control Tower. However, the same should be subjected to approval of the authorities.

¹ The committee was constituted vide office order number Plg./525/1.6/2006 (Pt.)/1627-38 dated 12th May 2006.

4. For larger airports of Code 3C or above, the ATC-cum-Technical block and the Administrative Block should be separate.
5. The ATS reporting office in large room/hall in the Technical block is required for briefing pilots prior to every flight. Met personnel along with ATC personnel and Comm. personnel would be accommodated.
6. For the airports operating 50-seater capacity aircrafts and which have no scope for further expansion of runways due to terrain conditions/land constraints, an integrated complex for a Fire Station and a Control Tower cum Technical Block shall be constructed.
7. The committee recommends consolidated requirements for an ATC Tower cum Technical Block for four different categories which have been listed as Annexure I in this Draft Report. While designing the building, the following co-relations should not be disturbed:
 - ◆ Flight crew briefing room must be on the ground floor.
 - ◆ Anti-hijacking room is to be on the second floor.
 - ◆ While designing, shifting of various facilities can be rearranged floor-wise.
 - ◆ Room sizes are indicated for various facilities and carpet areas for Category I to III.

Recommendations on Standard Requirements for ATC Tower and drawings given below are to be considered as illustrative only.

Standard Requirements for ATC cum Technical Block at various airports - Illustrative

Annexure

STANDARD REQUIREMENTS FOR ATC CUM TECHNICAL BLOCK AT VARIOUS AIRPORTS

	CATEGORY-1	CATEGORY-2	CATEGORY-3	CATEGORY-4
	GROUND FLOOR PLAN			(All Centre line dimension)
Sl. No.	A. COMMON REQUIREMENTS			
1a	Flight Crew briefing room for ATC, COM, MET	Flight Crew briefing room for ATC, COM, MET	Nil	Nil
1b	ASBS room	ASBS room		
1c	AIS & Notam Office 10M X20M	AIS & Notam Office 10M X10M		

	CATEGORY-1	CATEGORY-2	CATEGORY-3	CATEGORY-4
2	Reception room for All Area as per design	Reception room for All Area as per design	Reception room for All Area as per design	Provided
3	Canteen Kitchen and Pantry Dining Hall for Officers & Staff Area as per standard	Canteen Kitchen and Pantry Dining Hall for Officers & Staff Area as per standard	Canteen Kitchen and Pantry Area as per standard	Provided in 2 nd Fl.
4	Fire control room 4M X4M	Fire control room 4M X4M	Fire control room 4M X4M	Nil
5	Drivers room 4M X4M	Drivers room 4M X4M	Drivers room 4M X4M	Nil
6	First aid room 4M X4M	First aid room 4M X4M	First aid room 4M X4M	Nil
7	Toilet for ladies & Gents Area as per standard	Toilet for ladies & Gents Area as per standard	Toilet for ladies & Gents Area as per standard	Provided in 2 nd Fl.
8	AHU Area as per design requirement	AHU Area as per design requirement	AHU Area as per design requirement	Nil
9	Switch room Area as per design requirement	Switch room Area as per design requirement	Switch room Area as per design requirement	Nil
10a	Covered parking for 50 Cars One car parking to be walled and lock & Key for M.T., Pool Area as per design requirement	Covered parking for 20 Cars One car parking to be walled and lock & Key for M.T., Pool Area as per design requirement	Covered parking for 10 Cars One car parking to be walled and lock & Key for M.T., Pool Area as per design requirement	Covered parking for 10 Cars One car parking to be walled and lock & Key for M.T., Pool Area as per design requirement
10b	Parking for Scooter & Cycle Area as per design requirement	Parking for Scooter & Cycle Area as per design requirement	Parking for Scooter & Cycle Area as per design requirement	Parking for Scooter & Cycle Area as per design requirement
11	Single entry door should be card system next to reception			

	CATEGORY-1	CATEGORY-2	CATEGORY-3	CATEGORY-4
12	Lift and staircase should be after entry through the access control door Area as per design requirement	Lift and staircase should be after entry through the access control door Area as per design requirement	Lift and staircase should be after entry through the access control door Area as per design requirement	Provided
13	Caretaker room/Store 4M X 4M	Caretaker room/Store 4M X 4M	Caretaker room/Store 4M X 4M	Nil
B. CNS				
1a	EPABX 5M X 4M	EPABX 5M X 4M	EPABX 5M X 4M	Provided in 2 nd Fl.
1b	Battery room 5M X 3M	Battery room 5M X 3M	Battery room 5M X 3M	Provided in 2 nd Fl.
2	CCTV equipment room 5M X 5M	CCTV equipment room 5M X 5M	CCTV equipment room 5M X 5M	Nil
C. ATC				
1	Movement Liason unit (MLU) 5M X 5M	Nil	Nil	Nil
2	Operational Office 5M X 6M	Operational Office 5M X 6M	Operational Office 5M X 5M	Provided in 2 nd Fl.
3	Operational stores 4M X 4M	Operational stores 4M X 4M	Operational stores 4M X 4M	Provided in 2 nd Fl.
4	Support room to Apron Control 5M X 5M	Support room to Apron Control 5M X 5M	Support room to Apron Control 5M X 5M	Nil

	CATEGORY-1	CATEGORY-2	CATEGORY-3	CATEGORY-4
	D. SECURITY			
	E. INDIAN MET. DEPTT.			
	Aerodrom Met. Offices (AMO) Hall with partitions 120 Sq.M.	Aerodrom Met. Station (AMS) Hall with partitions 100 Sq.M.	Aerodrom Met. Station (AMS) Hall with partitions 100 Sq.M.	Nil
a	Officer incharge 5M X 5M	Officer incharge 5M X 5M	Officer incharge 5M X 5M	Provided in 2 nd Fl.
b	PS 2.5M X 2M	PS 2.5M X 2M	Nil	
	Communication room 8M X 8M	Nil	Nil	Nil
	Instrument Maint. Room 5M X 5M	Instrument Maint. Room 5M X 5M	Instrument Maint. Room 5M X 5M	Provided in 2 nd Fl.
	F. FIRE			
				1 4 Nos. CFT Parking Double height area 14.25 M X 6.5 M X 4Nos.
				2 Reception, 2-Lifts, Staircase 14.25 M X 7.5 M
				3 Crew room 5.5 M X 3.125 M (Facing Airside)
				4 Store-1 5.5 M X 3.125 M
				5 Foam Store 5.5 M X 3.125 M
				6 S/R and Pantry 5.5 M X 3.125 M

CATEGORY-1	CATEGORY-2	CATEGORY-3	CATEGORY-4
			7 S/C office 5.5 M X 3.125 M
			8 Control room 5.5 M X 3.125 M
			9 Gents Toilet with bath 5.5 M X 6.25 M

Note: 1. Provision of facilities i.e. ramp, wash rooms, railing, drinking water etc. for physically challenged persons to be provided at each floor.

2. Pantry to be provided at each floor having refrigerator, microwave, hot and cold water and hot case etc.

Annexure**STANDARD REQUIREMENTS FOR ATC CUM TECHNICAL BLOCK AT VARIOUS AIRPORTS**

	CATEGORY-1	CATEGORY-2	CATEGORY-3	CATEGORY-4 (All Centre line dimension)
FIRST FLOOR PLAN				
Sl. No.	A. COMMON REQUIREMENTS			
	Recreation room with Toilet 5M X 8M	Recreation room with Toilet 5M X 6M	Nil	Nil
	Toilet for ladies & Gents Area as per standard	Toilet for ladies & Gents Area as per standard	Toilet for ladies & Gents Area as per standard	Provided in 2 nd fl.
	AHU Area as per design requirement	AHU Area as per design requirement	AHU Area as per design requirement	Nil
	Switch room Area as per design requirement	Switch room Area as per design requirement	Switch room Area as per design requirement	Nil
	Lifts and Staircase Area as per design requirement	Lifts and Staircase Area as per design requirement	Lifts and Staircase Area as per design requirement	Provided
	B. CNS			
	CNS Incharge cabin 5M X 5M	CNS Incharge cabin 5M X 5M	CNS Incharge cabin 4M X 4M	Provided in 2 nd FL.
	PA to CNS in charge 3M X 3M	PA to CNS in charge 3M X 3M	Nil	
	Equipment room 6M X 6M	Equipment room 6M X 6M	Equipment room 4M X 4M	Provided in 2 nd FL.
	Replay room 3M X 3M	Replay room 3M X 3M	Nil	
	Battery backup/UPS 5M X 3M	Battery backup/UPS 5M X 3M	Battery backup/UPS 4M X 3M	Provided in 2 nd FL.

	CATEGORY-1	CATEGORY-2	CATEGORY-3	CATEGORY-4
	AMSS/DSCN facility 5M X 5M	AMSS/DSCN facility 5M X 5M	AMSS/DSCN facility 5M X 5M	Nil
	SSO room 5M X 4M	SSO room 5M X 4M	SSO room 5M X 4M	Nil
	CNS Workshop 5M X 5M	CBS Workshop 5M X 5M	CBS Workshop 4M X 4M	Provided in 2 nd FL.
	Seating space for CNS Exec. (5-Sr. Mgr/10-Mgr/Asstt. Mgr.) 12M X 5M	Seating space for CNS Exec. (4-Sr. Mgr/8-Mgr/Asstt. Mgr.) 12M X 4M	Seating space for CNS Exec. (3-Sr. Mgr/6-Mgr/Asstt. Mgr.) 9M X 4M	Provided in 2 nd FL.
	Rest room/ Locker room 4M X 3M	Rest room/ Locker room 4M X 3M	Nil	Nil
	CNS stores, store officer & store Assistant 5M X 4M	CNS stores, store officer & store Assistant 5M X 4M	CNS stores, store officer & store Assistant 5M X 4M	Provided in 2 nd FL.
	CNS Office 6M X 4M	CNS Office 6M X 4M	CNS Office 6M X 4M	Nil
0	CNS Library 5M X 5M	CNS Library 4M X 4M	Nil	Nil
1a	Lecture/Training room for CNS 5M X 6M	Lecture/Training room for CNS 5M X 6M	Nil	Nil
1b	Training support room 4M X 4M	Training support room 4M X 4M	Nil	Nil
C. ATC				
	RNFC Office 5M X 6M	RNFC Office 5M X 6M	RNFC Office 5M X 6M	Nil
	RNFC I/C 3M X 3M	RNFC I/C 3M X 3M	RNFC I/C 3M X 3M	Nil

	CATEGORY-1	CATEGORY-2	CATEGORY-3	CATEGORY-4
	Data base Management/ System Administrator 5M X 5M	Data base Management/ System Administrator 5M X 5M	Nil	Nil
a	DGM ATC (S & P) 5M X 5M	ATC Incharge 5M X 5M	ATC Incharge 5M X 5M	Provided in 2 nd Fl.
b	PA to DGM ATC (S & P) 3M X 3M	PA to ATC Incharge 3M X 3M	Nil	Nil
5a	DGM ATC (Training) 5M X 5M	Nil	Nil	Nil
5b	PA to DGM ATC (Training) 3M X 3M	Nil	Nil	Nil
6a	Lecture/Training room for ATC 5M x 6M	Lecture/Training room for ATC 5M x 6M	Nil	Nil
6b	Training support room 4M X 4M	Training support room 4M X 4M	Training support room 4M X 4M	Nil
7	ATC Instructors 5M X 6M	ATC Instructors 4M X 4M	Nil	Nil
8	ATC Library 5M X 5M	ATC Library 4M X 4M	ATC Library 5M X 5M	Nil
9	Conference Hall for ATC, COM, SECURITY, MET To be converted as NSG room 5M X 6M	Conference Hall for ATC, COM, SECURITY, MET To be converted as NSG room 5M X 6M	Conference Hall for ATC, COM, SECURITY, MET To be converted as NSG room 5M X 6M	Provided in 2 nd floor

F. FIRE

- 1 2-Lifts and Stair case lobby
8.0M X 7.5M
- 2 Training room
5.5M X 6.25M

CATEGORY-1

CATEGORY-2

CATEGORY-3

CATEGORY-4

- 3 Fire Office room
5.5M X 6.25M

- 4 Hose repair room
3.750M X 6.25M

- 5 Fire Instructor's room
3.750 M X 6.25M

- 6 Equipment/Spare room
5.5 M X 6.25M

- 7 Gents Toilet
5.5 M X 6.25 M

Annexure**STANDARD REQUIREMENTS FOR ATC CUM TECHNICAL BLOCK AT VARIOUS AIRPORTS**

	CATEGORY-1	CATEGORY-2	CATEGORY-3	CATEGORY-4 (All Centre line dimension)
SECOND FLOOR PLAN				
Sl. No.	A. COMMON REQUIREMENTS			
	Toilet for ladies & Gents Area as per standard	Toilet for ladies & Gents Area as per standard	Toilet for ladies & Gents Area as per standard	Toilet (ladies & Gents) 5.5M X 6.25M
	AHU Area as per design reqd.	AHU Area as per design reqd.	AHU Area as per design reqd.	Nil
	Switch room Area as per design reqd.	Switch room Area as per design reqd.	Switch room Area as per design reqd.	Nil
	Lifts and Staircase Area as per design reqd.	Lifts and Staircase Area as per design reqd.	Lifts and Staircase Area as per design reqd.	2-Lifts and Staircase lobby 7.5 M X 8.7 M
				1 Conference room 6.4M X 6.25M
				2 Canteen 5.5M X 6.25M
	B. CNS			
	Automation facility room (Next to ATC Area control centre) 10M X 5M	Automation facility room (Next to ATC Area control centre) 10M X 5M	Nil	Nil
	UPS room 3M X 3M	UPS room 3M X 3M		
	DSCN Room 4M X 3M	DSCN Room 4M X 3M	DSCN Room 4M X 3M	DSCN Room 3.2M X 6.25M

CATEGORY-1	CATEGORY-2	CATEGORY-3	CATEGORY-4
			1 CNS Incharge room 3.750M X 6.25M
			2a EPABX 3.2M X 6.25M
			2b Battery room 3.2M X 3.125M
			3 CNS stores, store officer & store Assistant 2.75M X 6.25M
			4a Equipment room 3.2M X 6.25M
			4b Battery backup/UPS 3.2M X 3.125M
			5 CNS Workshop 3.2M X 6.25M
			6 Seating space for CNS Exec. 1- Sr. Mgr. / 2-Mgr/Asstt. Mgr.) 3.2M X 6.25M

C. ATC

1	WSO Area control centre Approach control centre 10M X 20M	Approach Radar Room 5M X 10M	Nil	Nil
2	Radar simulation room 5M X 5M	Radar simulation room 5M X 5M	Nil	Nil
3	Anit-Hijacking Control room, toilet, pantry 15/20 dignitaries	Anit-Hijacking Control room, toilet, pantry 15/20 dignitaries	Anit-Hijacking Control room, toilet, pantry 15/20 dignitaries	Anit-Hijacking Control room, 15/20 dignitaries
4	Gents Rest room, toilet, showers & lockers 12 beds & 50 Lockers	Gents Rest room, toilet, showers & lockers 6 beds & 30 Lockers	Nil	Nil

	CATEGORY-1	CATEGORY-2	CATEGORY-3	CATEGORY-4
5	Ladies Rest room, toilet, showers & lockers (ATC + COMM) 6 beds & 20 Lockers	Ladies Rest room, toilet, showers & lockers (ATC + COMM) 6 beds & 20 Lockers	Nil	Nil
	Search & Rescue room 10M X 5M	Nil	Nil	Nil
	DGM/I/C search & Rescue centre 5M X 5M	Nil	Nil	Nil
	PA to DGM (SAR) 3M X 3M	Nil	Nil	Nil
				1a ATC Incharge room 3.750M X 6.25M
				2a ATC Ops. Office 3.2M X 6.25M
				3a ATC Store room 2.75M X 6.25M
D. Security				
	Negotiation room adjacent to AHCR 4M X 4M	Negotiation room adjacent to AHCR 4M X 4M	Negotiation room adjacent to AHCR 4M X 4M	Nil
E. Indian Met. Deptt.				
				1 Officer Incharge 2.75M X 6.25M
				2 Instrument Maint. Room 2.75M X 6.25M
G. Airport Incharge				
				1a Airport Controller room 3.20M X 6.25M

CATEGORY-1

CATEGORY-2

CATEGORY-3

CATEGORY-4

1b Admn. Offices
3.20M X 6.25M

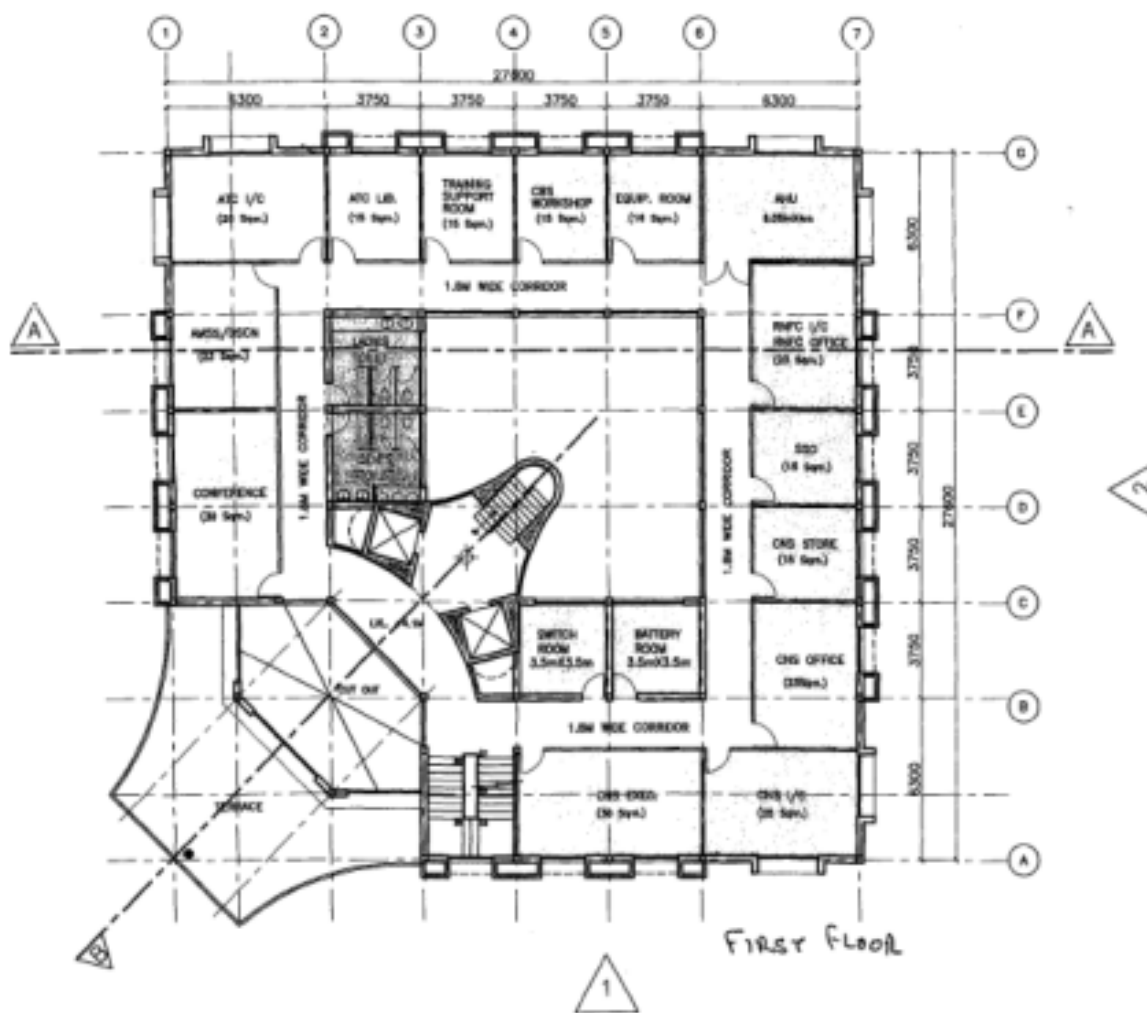
1c Admn. Offices
6.4M X 6.25M

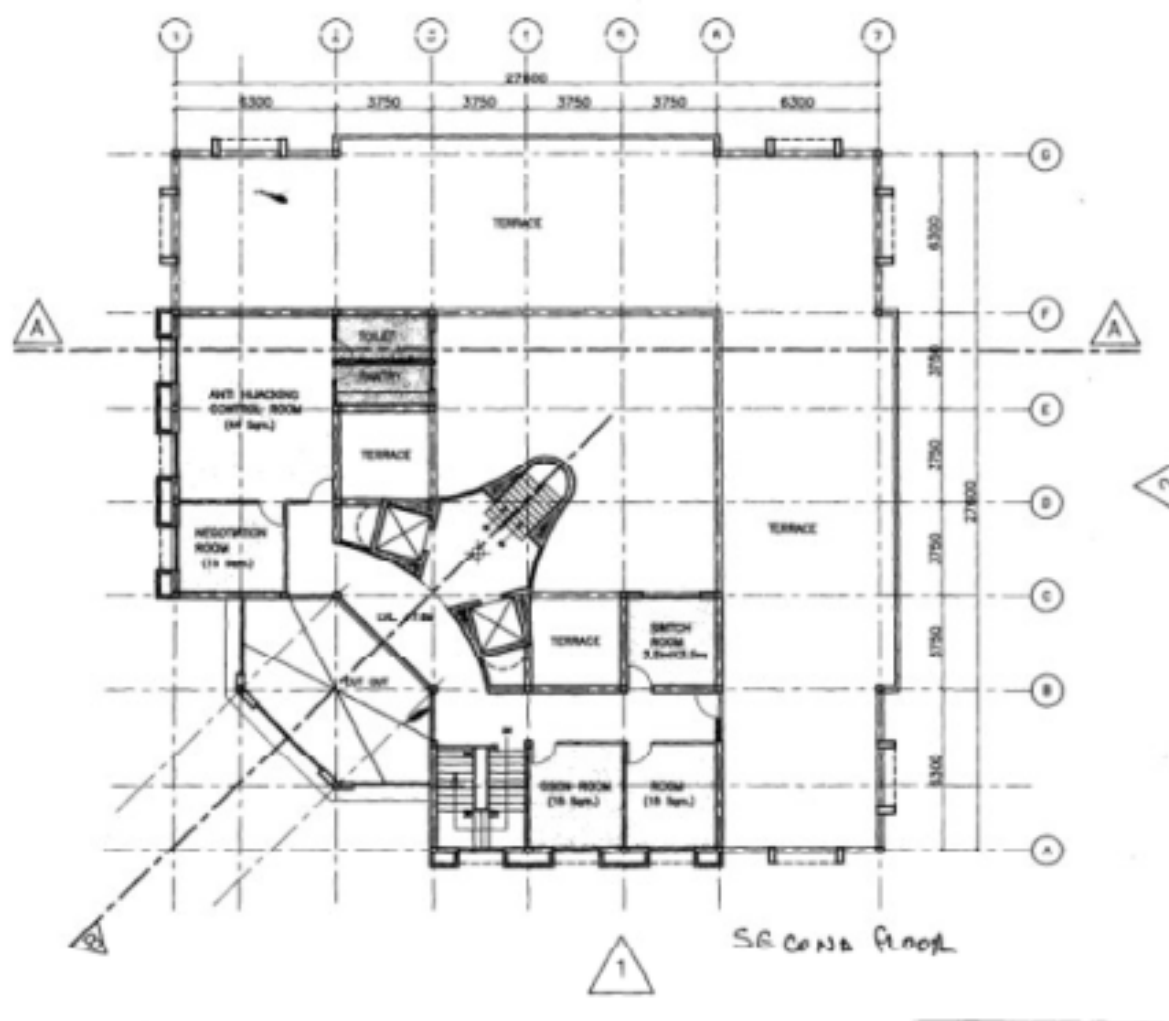
2 Engg. In-charge
3.20M X 6.25M

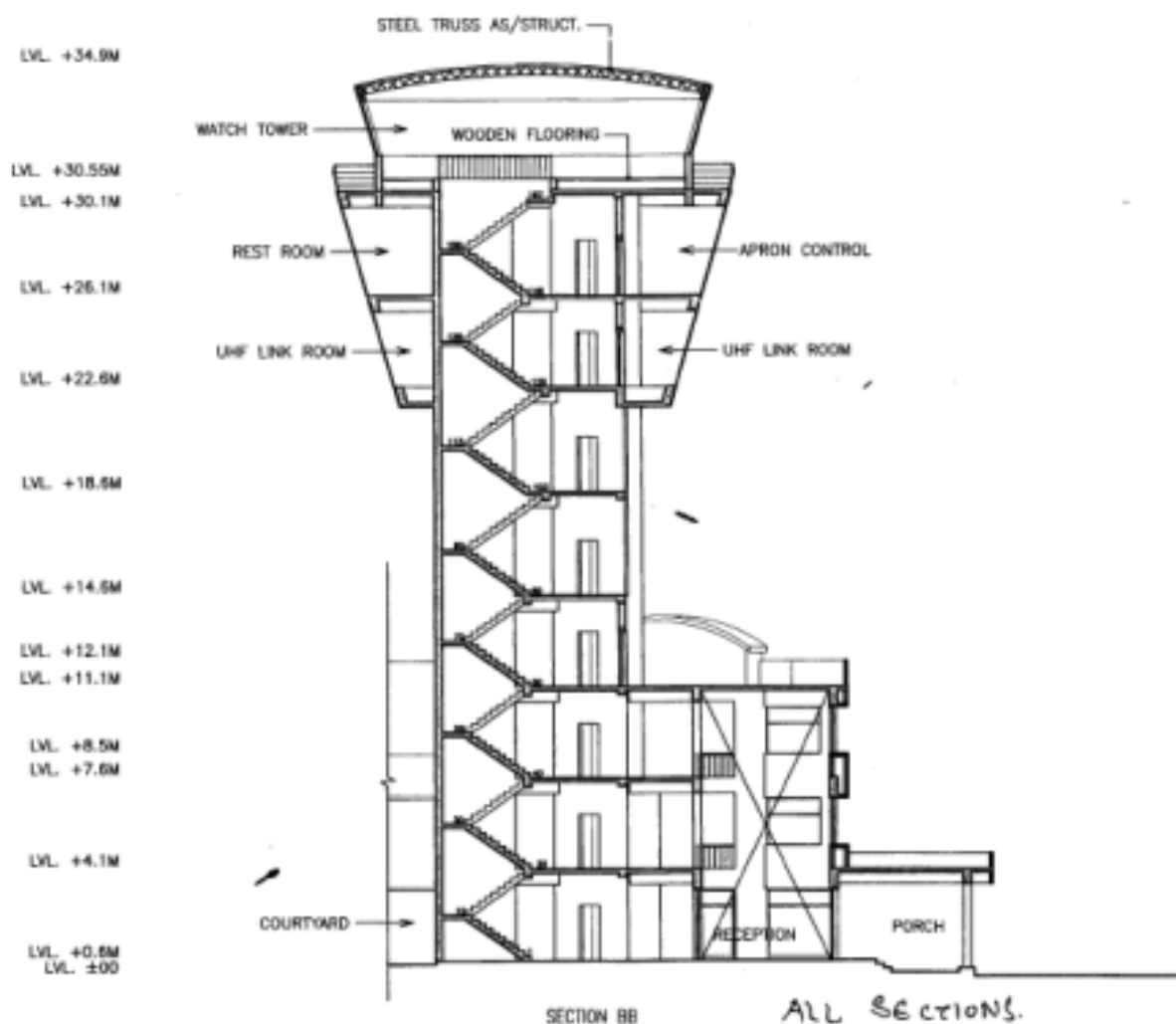
Annexure**STANDARD REQUIREMENTS FOR ATC CUM TECHNICAL BLOCK AT VARIOUS AIRPORTS**

	CATEGORY-1	CATEGORY-2	CATEGORY-3	CATEGORY-4 (All Centre line dimension)
	BELOW CONTROL TOWER (UNDER TOP FLOOR PLAN)			
Sl. No.	A. COMMON REQUIREMENTS			
				1 Toilets (Ladies & Gents) 5.5M X 6.25M
				2 2-Lifts and Staircase lobby 7.5M X 6.25M
	B. CNS			
	DATIS equipment room 3M X 4M	DATIS equipment room 3M X 4M	Nil	Nil
	UHF Link room 5M X 5M	UHF Link room 5M X 5M	UHF Link room 5M X 5M	UHF Link room 5.5M X 6.25M
	C. ATC			
	Rest room for 4-6 Officers & Toilet/Bathroom (As per design)	Rest room for 2-4 Officers & Toilet/Bathroom (As per design)	Rest room for 2-4 Officers & Toilet/Bathroom (As per design)	Rest room for Gents Officers 6.25M X 3.2M Rest room for ladies Officers 6.25M X 3.2M
	Apron Control 5M X 5M or smaller	Apron Control 5M X 5M or smaller	Apron Control 5M X 5M or smaller	Provided in top floor
	Lift and staircase Area as per design reqd.	Lift and staircase Area as per design reqd.	Lift and staircase Area as per design reqd.	Provided

CATEGORY-1	CATEGORY-2	CATEGORY-3	CATEGORY-4
F. FIRE			
			1 Fire watch room 7.5M X 3.0M
B&C. CNS & ATC			
ATC Tower Cum staircase 100 SQM.	ATC Tower Cum staircase 100 SQM.	ATC Tower Cum staircase 75 SQM.	ATC Tower Cum staircase 60 SQM./7.5M X 8.7M
E. Indian Met. Deptt.			
Met Officer with Instrument 3M X 2M This are is part of the Tower area	Met Officer with Instrument 3M X 2M This are is part of the Tower area	Met Officer with Instrument 3M X 2M This are is part of the Tower area	Met Officer with Instrument 3M X 2M This are is part of the Tower area







14.2 Annexure II - Greenfield Airports Policy

1. Introduction / Context

- 1.1. India is presently on a high economic growth trajectory with GDP growth reaching 9% since 2005-06. This is also manifested in a phenomenal growth in air traffic that has been enabled by liberalized policies. Since 2002 the growth rate of passenger traffic has steadily increased crossing 20% in 2004-05. Expansion of air services in a competitive environment has brought it within the reach of large numbers that were hitherto not using air travel as their preferred mode of travel. This rapid growth in passenger traffic has put enormous pressure on airport infrastructure causing severe congestion at major airports. Airport services at non-metro airports are also not geared for handling this increased flow of traffic.
- 1.2. In the past, government policy relating to Greenfield airports was restrictive and aimed at protecting the financial viability of the existing airports. However, the spurt in traffic suggests a liberalized approach towards setting up of Greenfield airports with a view to bridging the growing deficit in airport infrastructure. The anticipated investment in airport development during the Eleventh Plan is over Rs 40,000 crores, both from public and private sources, including for Greenfield airports. It is, therefore, necessary to lay down the policy guidelines that would govern proposals for setting up Greenfield airports, other than defense airports.

2. Legal framework

- 2.1. The Constitution includes aerodromes in item 29 of the Union List, which implies that the Central Government alone has the legislative and executive powers relating to airports. The primary responsibility for development of airports rests with the Central Government. The Union alone has competence to legislate in respect of:
"Airways, aircraft and air navigation; provision of aerodromes; regulation and organization of air traffic and of aerodromes; provision for aeronautical education and training and regulation of such education and training provided by States and other agencies"
- 2.2. The Aircraft Act, 1934 (the "Aircraft Act") and the Rules made thereunder by the Central Government govern the development, maintenance and operation of all airports, including Greenfield airports. Under the Act, Central Government has the sole right to grant a licence for setting an airport, and the operations of the airport would be subject to its licensing conditions (Rule 78 of the Aircraft Rules).
- 2.3. Airports Authority Act (the "AAI Act") was enacted by the Central Government in 1994, which stated that all government airports are to be developed, financed, operated and maintained by Airport Authority of India ("AAI"). However, the AAI Act enables AAI to grant a concession to a private entity for financing, development, operation and maintenance of an airport being managed by AAI. As such, greenfield airports to be developed by the Central Government could adopt the concession route if private participation is envisaged.

- 2.4. Airports other than those managed by AAI are governed by the provisions of the Aircraft Act and the Rules made thereunder. An entity other than AAI (hereinafter referred to as an "Airport Company") can set up an airport. The Airport Company must function under a licence from DGCA to be issued under the Aircraft Act. Such a licence can be granted only to the following (Rule 79 of the Aircraft Rules):
- a) A citizen of India; or
 - b) A Company or a body corporate either in the Central sector, State sector or the private sector registered under the Companies Act, 1956 subject to the following conditions:
 - i. it is registered and having its principal place of business in India
 - ii. it meets the equity holding criteria specified by the Central Government from time to time; or
 - c) the Central Government or a State government or any company or any corporation owned or controlled by either of the said Governments; or
 - d) a Society registered under the Societies Registration Act, 1860
- 2.5. Thus an airport can be developed and operated either by AAI or by an Airport Company that has been given a licence by DGCA as per its licence conditions. The Rules also allow the Central Government or a State Government to obtain a licence.

3. Operations of airports

- 3.1. Airports managed by AAI must be operated according to the provisions of the AAI Act as well as the Aircraft Act. All other airports would have to be operated under the provisions of the Aircraft Act and the conditions of licence.

4. Regulation of Airports

(i) Safety Regulation

- 4.1. The process to regulate the technical and safety standards of all airports are vested in DGCA under the provisions of the Aircraft Act. AAI airport as well as those owned by Airport Companies must, therefore, conform to the technical and safety standards laid down by DGCA under the Aircraft Act.

(ii) Economic Regulation

- 4.2. Economic Regulation of all airports would be governed by the proposed Airport Economic Regulatory Authority (AERA) as and when enacted.

5. Development and Financing of Greenfield Airports

(i) AAI Airports

- 5.1. Greenfield airports to be set up by AAI would be preferably constructed through Public Private Partnership (PPP) and such airports would be financed substantially through PPP concessions. However, land for such airports would have to be provided by AAI. Further, financing gaps, if any, can be bridged through the Viability Gap Funding scheme, which provides for a capital grant of upto 20% of the project cost.

The concessions for development of greenfield airports would be awarded through open competitive bidding based on model bidding documents. In the north eastern areas where it may not be feasible to follow the PPP route, AAI could set up greenfield airports by itself, as may be approved by the Government on a case to case basis.

(ii) **Other Airports**

- 5.2. Financing and development of any other airport would be the responsibility of the Airport Company seeking the licence. Land for this purpose may be acquired by the Airport Company either through direct purchase or through acquisition by the State Government as per extant policy.
- 5.3. In case a State Government wishes to promote the setting up of airports in the State, it could either:
- a) apply to DGCA for a licence itself, in which event the State Government would be responsible for development and operation of the airport; or
 - b) an entity of the State Government could apply for a licence to DGCA, in which event such entity would be responsible for development and operation of the airport; or
 - c) the State Government or its corporation may select a private entity and form a Joint Venture Company (JVC) in the private sector and in such an event, the JVC would be responsible for development and operation of the airport under a licence from DGCA; or
 - d) Allot land to a private Airport Company for development and operation of an airport under a licence from DGCA.
- 5.4. In case a State Government wishes to facilitate setting up of the airport, it could provide the following incentives to an Airport Company:
- a) land, concessional or otherwise;
 - b) real estate development rights in and around the airports;
 - c) airport connectivity; rail, road;
 - d) fiscal incentives by way of exemptions from State taxes; and
 - e) any other assistance that the State Government deem fit.
- 5.5. State Governments may evolve their respective policies for providing any or all of the aforesaid incentives to an Airport Company. If the selection of a private entity or JVC partner is to be made by the State Government or its entity it shall be done through open competitive bidding. While granting land and other benefits, the State Government may, if it deems fit, stipulate the rights and obligations of the Airport Company as conditions of such grant.
- 5.6. State Governments cannot enter into any concession agreement with the Airport Company as they do not have the powers to grant airport concessions under the Constitution. As noted above, the powers to grant a licence for operating an airport rest solely with the Central Government under the provisions of the Aircraft Act,

1934. However, the State Governments can provide any or all of the incentives/assistance stated in para 5.4 above.

- 5.7. State Governments can also provide land to AAI for development of greenfield airports through concessions to be granted to private entities in accordance with the provisions of the AAI Act. States may also provide any of the above concessions to AAI for facilitating the development of airports in their respective States. All such airports would be developed as PPP projects.

6. Reserved activities

- 6.1. On any Greenfield airport to be developed under these Policy Guidelines, activities relating to Air Traffic Services (ATS), security, customs and immigration would be reserved for central government agencies. Provision of these services would be governed by the policy to be laid down by the Central Government from time to time. Prior to grant of licence, an applicant for licence shall procure the following clearances:
- a) Defence clearance: An applicant seeking a licence would need prior clearance from the Ministry of Defence. Guidelines for this purpose would be issued by the Ministry of Defence from time to time.
 - b) Air Traffic Services (ATS): Functions related to ATS are being discharged by AAI. The applicant will have to enter into a CNS/ATM Agreement with AAI for the provision of ATS services at the proposed airport. ATS would be provided on a cost recovery basis and AAI would publish a standard agreement for this purpose. The Airport Company would also provide the required infrastructure to AAI free of cost for provision of ATS.
 - c) Security: The applicant will have to enter into an agreement for provision of security by the concerned authority. The cost of providing security will have to be borne by the Airport Company. Guidelines for this purpose would be issued by the Ministry of Civil Aviation from time to time.
 - d) Customs: In case of an international airport, the applicant will obtain clearance from the Department of Revenue for provision of Custom services. The cost of providing these services will have to be borne by the Airport Company. Ministry of Finance would issue the necessary guidelines from time to time.
 - e) MHA Clearance: The applicant seeking a licence would need prior clearance from the Ministry of Home Affairs regarding location of the airport, acquisition and installation of security equipment and verification of credentials of the developers.
 - f) Immigration: In case of an international airport, the applicant will procure clearance from the Ministry of Home Affairs for provision of immigration services. The cost of providing these services will have to be borne by the Airport Company. Ministry of Home Affairs would issue the necessary guidelines from time to time.

- g) BCAS Clearance: The applicant seeking a licence would need prior clearance from BCAS regarding location of the airport and acquisition and installation of security equipment.
 - h) Airport Meteorological Services: The applicant will have to enter into a CNS/ATM agreement with IMD for provision of meteorological services at the proposed airport to be provided by India Meteorological Department (IMD). The meteorological services would be provided on a cost recovery basis and IMD would publish a standard agreement for this purpose. The airport company would also provide the required infrastructure to IMD free of cost for provision of meteorological services.
- 6.2. A memorandum of understanding would be entered into between the Airport Company and each GOI agency/department providing the following Reserved Activities, setting out the terms and conditions on which the said services shall be provided by the relevant GOI agencies/departments:
- a) Customs Control;
 - b) Immigration Services;
 - c) Health Services;
 - d) Plant Quarantine Services; and
 - e) Animal Quarantine Services.
- 6.3. The memorandum of understanding would be issued and revised from time to time by the Ministry of Civil Aviation.

7. Conditions of Licence

- 7.1. As a condition of licence, the licensee would be required to:
- a) make available its airport services, free of charge and to the extent necessary, for meeting exigencies such as war, natural disaster/calamities, internal disturbances etc. in accordance with the provisions of the Union War Book;
 - b) provide uninterrupted landing and parking facilities for defence and other para-military aircrafts, free of landing and parking charges, and also provide the infrastructure facilities and equipment required for defence operations;
 - c) make available to the security agencies access to the airport for periodic and surprise inspections;
 - d) obtain approval of the relevant agencies for hiring of foreign nationals for senior decision making positions in the management of the private airports;
 - e) adhere to the security measures laid down by the BCAS and DGCA;
 - f) obtain prior verification of the credentials of foreign firms to be engaged for construction, ground handling or other important activities at the airport;

- g) obtain clearance relating to the FDI limits in the construction/development of private airports from relevant authorities. Any change in the control or ownership shall be subject to security clearance from national security angle;
 - h) ensure the requisite infrastructure for handling international passengers and crew who must pass through immigration and customs; and
 - i) ensure appropriate arrangements for health services and plant quarantine at international airports.
- 7.2. The authorities noted above shall, on a best endeavour basis, provide their response to the applications within 60 days.

8. Guidelines of Central Government to DGCA

- 8.1. The Central Government may from, time to time, notify guidelines to be followed by DGCA for grant of licence to operate a Greenfield airport. While granting a licence, DGCA would keep these guidelines in view. For the present, the following conditions shall be kept in view by DGCA while granting a licence.
- a) No Greenfield airport would be allowed within an aerial distance of 150 Km of an existing civilian airport.
 - b) In case a Greenfield airport is proposed to be set up within 150 Km of an existing civilian airport, the impact on the existing airport would be examined. Such cases would be decided by the Government on a case to case basis.

9. Procedure for Approval of a Greenfield Airport

- 9.1. A Greenfield airport to be set up by AAI or an Airport Company ["Airport Company" would have the meaning as given in Para 2.4] that is in compliance of the above guidelines and is beyond 150 km of an existing civilian airport would not require prior approval of the Central Government. DGCA would be competent to grant licence for operation as per the extant Rules and Notifications.
- 9.2. A Greenfield airport to be set up by AAI or an Airport Company that is beyond 150 km of an existing civilian airport but seeks exemption/relaxation from any of the other guidelines or extant Rules and Policies, would be considered by the Steering Committee constituted under paragraph 10. The Committee's recommendations would be forwarded to the Ministry of Civil Aviation. If the Steering Committee is unable to reach a consensus, the proposal would be placed before the competent authority (Union Cabinet) for a decision. DGCA would consider such proposals for grant of licence only after the approval of the Central Government is conveyed.
- 9.3. In case of an application by the AAI or an Airport Company to set up an airport within 150 km of an existing civilian airport, the application shall be considered first by the Steering Committee. The Steering Committee shall consider all relevant facts and circumstances including contractual liabilities, if any. The Steering Committee shall also take into account whether the applicant has obtained the approvals required under the applicable laws from the authorities concerned. After considering the application, the Steering Committee shall make a suitable recommendation to the Central Government (Ministry of Civil Aviation). The Central Government (Ministry of

Civil Aviation) shall consider the recommendation and decide whether approval for the airport project should be granted or not. DGCA shall consider a proposal for grant of a licence to the applicant only after approval has been granted by the Central Government (Ministry of Civil Aviation).

- 9.4. Where an application to set up a Greenfield airport attracts paragraph 8.1(b) (within 150 kms) and also seeks exemption/relaxation from any extant Rules and Policies, the application shall be considered first by the Steering Committee. The Steering Committee shall consider all relevant facts and circumstances including contractual liabilities, if any. The Steering Committee shall also take into account whether the applicant has obtained the approvals required under the applicable laws from the authorities concerned. After considering the application, the Steering Committee shall make a suitable recommendation to the Central Government (Ministry of Civil Aviation). The Ministry of Civil Aviation shall place the matter before Union Cabinet for its consideration. DGCA would consider such proposals for grant of licence only after the approval of the Central Government is conveyed
- 9.5. Airports for cargo and/or non-scheduled flights and for heliports need not be submitted for approval of the Ministry of Civil Aviation and these cases may be considered and decided at the level of DGCA, subject to applicable laws.

10. Constitution of a Steering Committee

- 10.1. Since the grant of a licence for a Greenfield airport involves several agencies, a Steering Committee would be set up under the chairmanship of Secretary (Civil Aviation) to coordinate and monitor the various clearances required for setting up of an airport. The Committee would consist of the following:
- a) Secretary, Civil Aviation - Chairman
 - b) Secretary, Ministry of Home Affairs, or his representative not below the rank of Additional Secretary;
 - c) Secretary, Ministry of Defence, or his representative not below the rank of Additional Secretary;
 - d) Secretary, Department of Economic Affairs, or his representative not below the rank of Additional Secretary;
 - e) Secretary, Department of Revenue, or his representative not below the rank of Additional Secretary;
 - f) Secretary, Planning Commission, or his representative not below the rank of Additional Secretary;
 - g) Director General, India Meteorological Department;
 - h) Chairman, Airports Authority of India;
 - i) Director General of Civil Aviation; and
 - j) Joint Secretary, Ministry of Civil Aviation – Convener
- 10.2. Ministry of Civil Aviation would convene a meeting of the Committee once every 3 months in case applications for grant of clearances/licences are pending.

14.3 Annexure III - CNS ATM agreement

AGREEMENT FOR THE PROVISION OF CNS/ATM FACILITIES AND SERVICES

This Agreement is made on ----- between:

- 1) **Airports Authority of India, hereinafter called AAI** an authority constituted under the Airports Authority of India Act, 1994 whose corporate office is at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi -110 003, India ("AAI"); and
- 2) _____ (**Name of Airport Company**) a company incorporated with limited liability under the Indian Companies Act, 1956, having its registered office at _____ hereinafter called ("**Airport Company**").

The expressions "AAI" and "**Airport company**" shall wherever the context appears mean and include their respective successor-in-interest and permitted assigns and shall collectively be referred to as the "Parties" and individually as the "Party".

Whereas:

- A. _____ (Name of Airport Company) proposes to develop design, finance, construct, complete and operate a Greenfield airport at _____ in the State/UT (Union Territory) of _____, for flight operations.
- B. Pursuant to the Airports Authority of India Act, 1994 AAI is responsible for the provision of air traffic services within Indian airspace and at all civil airports in India.
- C. In accordance with the above Act, AAI will provide air traffic services at the Airport on the terms and conditions set out in this Agreement.

It is agreed as follows:

1. Definitions and Interpretation

1.1. Definitions

In this Agreement unless the context otherwise requires:

"AAI Commissioning Services" means the services to be provided by AAI in accordance with Clause 4.3;

"AAI Equipment" means all equipment, other than the _____ (Name of Airport Company) Equipment, required by AAI to enable AAI to perform the AAI Services in accordance with the provisions contained in the relevant ICAO Annexes and documents(as amended from time to time);

"AAI Operative Services" means the services to be provided by AAI in accordance with Clause 5.1;

"AAI Pre-Commissioning Services" means the services to be provided by AAI in accordance with Clause 3.2;

"AAI Services" means the AAI Pre-Commissioning Services, the AAI Commissioning Services and the AAI Operative Services;

“Affected Party” shall have the meaning given to it in Clause 9;

“Affiliate” means

- a) A person that is a subsidiary of a party
- b) A person of which a party is a subsidiary
- c) A Person that is a subsidiary of a person of which a party is a subsidiary

For the purposes of this definition, a person is a “subsidiary” of another person if the latter owns legally or beneficially, directly or indirectly, the shares of the former that are sufficient to cast 51% or more of the votes under ordinary circumstances in a General Meeting of the Shareholders.

“Airfield Lighting System” means the lighting systems at the Airport (including those in respect of the runway, taxiway, apron and approach) required for the proposed aircraft operations and aerodrome category in accordance with the provisions contained in the relevant ICAO Annexes and documents(as amended from time to time);

“Airport” means the Greenfield domestic airport comprising of the Initial Phase at _____ in the State/UT of _____ and includes all its buildings, equipment, facilities and systems and including, where circumstances require, any Expansion thereof;

“Airport Opening Date” means the date upon which the commencement of commercial operation of the Initial Phase occurs;

“Airport Opening Target Date” means the date falling thirty six (36) months immediately after the Financial close or a date as revised by _____ (Name of Airport Company) from time to time;

“Chicago Convention” means the Chicago Convention 1944 as amended and/or supplemented from time to time; and references to an **“Annexe”** to the Chicago Convention shall mean such Annexe as amended and/or supplemented from time to time;

“Clearance” means the written consent, licence, approval, permit, ruling, exemption, no objection certificate or other authorisation or permission of whatsoever nature which is required to be obtained from and/or granted by GOI required from time to time in connection with the Project.

“CNS/ATM Services” means Communication, Navigation and Surveillance and Air Traffic Management Services as more particularly described in Schedule 3;

“Concession Agreement” means the Concession Agreement dated ----- entered into between the Government of India and _____ (Name of Airport Company) under which the Government of India has granted to _____ (Name of Airport Company) a concession for the Project.

“Competent Authority” means any agency, authority, department, inspectorate, or statutory person (whether autonomous or not) established and has jurisdiction over this Agreement under the laws of India;

“Debt” means the outstanding debt due to the Lenders of _____ (Name of Airport Company) under the Financing Agreements for the Project ;

“DGCA” means the Director General of Civil Aviation, Government of India;

“Effective Date” shall have the meaning given to it in Clause 2.3.;

“EPC Contractors” mean any one or more parties so named in the EPC contracts;

“EPC Contracts” means the agreements entered into or to be entered into between _____ (Name of Airport Company) and the EPC Contractors under which the EPC Contractors will design, procure, construct and Complete the Airport ;

“Existing Airport” means the existing airport in _____ (Name of the place of Airport Company) known as “ _____ (Name of the Airport)”

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

“Facility” means the Air Traffic Services complex to be constructed by _____ (Name of Airport Company) at the Airport, which shall include a control tower, technical block and office accommodation for AAI personnel as well as buildings for Navigational Aids/Radar on site and/or off site with provision for Air-conditioning, continuous supply of electricity & water and house-keeping, as more comprehensively set out in Schedule 2;

“Financial Close” means the date upon which the Financing Agreements (insofar as they relate to the development and construction of the Initial Phase) have been executed and delivered by all the parties thereto and conditions precedent there under shall have been fulfilled to such extent as may be necessary to permit _____ (Name of Airport Company) to have immediate access, subject only to giving the notices of drawdown required thereby, to funding required by _____ (Name of Airport Company);

“Financing Agreements” means any of (i) _____ (Name of Airport Company) agreements with Lenders for the making available to _____ (Name of Airport Company) of Debt and (ii) the security documents, direct agreements and other ancillary undertaking in favour of Lenders required pursuant to the agreements referred to in (i) above ;

“Force Majeure” shall have the meaning set out in Schedule 4;

“Future Commissioning Date” means the date on which any Future Commissioning Period shall commence as notified to AAI by _____ (Name of Airport Company) pursuant to Clause 4.1;

“Future Commissioning Period” means any Future Commissioning Period as may be agreed between the Parties in respect of any additional AAI Equipment required for any expansion of the Airport;

“GOI” means the Government of India and any of its duly Authorized agency, authority (including any regulatory authority), department, inspectorate, ministry or statutory person (whether autonomous or not) under the direct control and direction of the Ministry of Civil Aviation;

“ _____ **(Name of Airport Company) Commissioning Obligations**” means those obligations to be met by _____(Name of Airport Company) in accordance with Clause 4.2;

_____ **(Name of Airport Company) Equipment**” means the items set out in Part 1 of Schedule1;

_____ **(Name of Airport Company) Obligations**” means the _____ **(Name of Airport Company) Pre-Commissioning Obligations**, _____ **(Name of Airport Company) Commissioning Obligations** and _____ **(Name of Airport Company) Operative Obligations**;

_____ **(Name of Airport Company) Operative Obligations**” means those obligations to be met by _____ **(Name of Airport Company)** in accordance with Clause 5.3;

_____ **(Name of Airport Company) Pre-Commissioning Obligations**” means those obligations to be met by _____ **(Name of Airport Company)** in accordance with Clause 3.1;

“**Initial Commissioning Date**” means the date on which the Initial Commissioning Period shall commence, as notified to AAI by _____ **(Name of Airport Company)** pursuant to Clause 4.1;

“**Initial Commissioning Period**” means the period of three (3) months commencing on the Initial Commissioning Date;

“**ICAO**” means the International Civil Aviation Organisation formed by the Chicago Convention and any successor thereof;

“**Incident Reporting Procedure**” means the procedure to be agreed from time to time by AAI and _____ **(Name of Airport Company)** for reporting incidents and emergencies;

“**Initial Phase**” means the design, financing, construction, completion and commissioning of the initial phase of the Airport as provided for in the Concession Agreement;

“**Land Lease Agreement**” means the agreement dated ----- entered into between Govt. of ----- and _____ **(Name of Airport Company)** pursuant to which the Govt. of ----- has granted to _____ **(Name of Airport Company)** leasehold rights and interests in the site ;

“**Lenders**” means the banks, financial institutions, NBFC and similar bodies to whom debt is owed under the Financing Agreements for financing (which shall for these purposes include any re-financing) the initial Phase and/or any Expansion, provided, that Schedule 5 shall not apply to the Lenders of the Expansion Phase ;

“**Loss**” means any losses, liabilities, costs, expanses, claims, proceedings, actions, demands, obligations, deficiencies, lawsuits, judgments, injunctions, awards or damages ;

“Master Plan” means the Master Plan prepared by _____ (Name of Airport Company) and annexed to the Concession Agreements, as may be revised from time to time;

“Office Accommodation” means the accommodation and car parking spaces as set out in Schedule 2 to this Agreement;

“Operating Reporting Procedure” means the procedure to be agreed from time to time by AAI and _____ (Name of Airport Company) for the communication of information regarding the day to day discharge of provision relating to the AAI Services and the _____ (Name of Airport Company) Obligations;

“Personnel” means AAI personnel performing the AAI Services and the CNS/ATM Services;

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

“RESA” or **“Runway End Safety Area”** means an area symmetrical about the extended runway centre line and adjacent to the end of the strip primarily intended to reduce the risk of damage to an aeroplane undershooting or overrunning the runway

“Route Navigation Facilities Charges” means amounts charged by AAI to airlines and/or aircraft operators for the provision of Route Navigation Facilities in accordance with the current orders of AAI;

“Security” includes any mortgage, pledge, lien, security interest or other charge or encumbrance and any other agreement or arrangement having substantially the same economic effect ;

“Service Provider Right Holders” shall have the meaning given to it in the Concession Agreement ;

“Site” means the land in which _____ (Name of Airport Company) has or shall have a leasehold interest pursuant to the Land Lease Agreement, measuring approximately -----acres, on over and under which the Airport is to be constructed ;

“State Support Agreement” means the agreement dated ----- entered into between the Govt of _____ and _____ (Name of Airport Company);

“Target Commissioning Date” shall have the meaning given to it in Clause 4.1;

“Terminal Navigation Landing Charges” means amounts charged or to be charged by AAI to airlines for the provision of CNS/ATM Services.

1.2. Interpretation

In this Agreement except to the extent that the context requires otherwise:

- 1.2.1. Any reference to an Act of Parliament or any Section of, or Schedule to, or other provision of, an Act of Parliament shall be construed, at the particular time, as including a reference to any modification, extension or re-enactment thereof then in

- force and to all rules, orders or regulations then in force and made under or deriving validity from the relevant Act or provision;
- 1.2.2. Reference to a “judgment” includes any order, injunction, determination, decree or other judicial or arbitral tribunal measure in the Indian jurisdiction which is final and binding;
- 1.2.3. A reference to a “law” includes common law, the Constitution of India and any decree, judgment, legislation, order, ordinance, regulation, by-law, statute, notification, circular, guideline, statutory instrument or other legislative measure, in each case of any jurisdiction whatever (and “lawful” and “unlawful” shall be construed accordingly);
- 1.2.4. References in the singular shall include references in the plural and vice versa;
- 1.2.5. A reference to a “day” means a calendar day;
- 1.2.6. References to a particular Clause, paragraph, sub-paragraph or Schedule shall, except where the context otherwise requires, be a reference to that Clause, paragraph, sub-paragraph or Schedule in or to this Agreement;
- 1.2.7. The headings are inserted for convenience and are to be ignored for the purposes of construction;
- 1.2.8. Terms defined in the Schedules hereto shall have the meanings ascribed thereto in the Schedules when used elsewhere in this Agreement;
- 1.2.9. The Schedules to this Agreement form part of this Agreement and will be of full force and effect as though they were expressly set out in the body of this Agreement;
- 1.2.10. Any reference to any agreement, deed, instrument, licence code or other document of any description shall be construed, at the particular time, as a reference to that agreement, deed, instrument, licence code or other document as the same may then have been amended, varied, supplemented, modified, suspended or novated;
- 1.2.11. The words “written” and “in writing” include a facsimile transmission and any means of reproducing works in a tangible and permanently visible form;
- 1.2.12. The words “include” and “including” are to be construed without limitation;
- 1.2.13. References to “construction” include, unless the context otherwise requires, design, procurement, delivery, installation, testing, completion, commissioning and other activities incidental to the process of construction;
- 1.2.14. References to a party shall include its successors and permitted assigns.
- 1.2.15. Definitions within Clauses have the meaning ascribed thereto; and
- 1.2.16. References to “person” includes (as the context requires) any natural and/or judicial entity (including the Gol or the Govt. of ____).

2. Conditions Precedent

2.1. Conditions Precedent to Services

The provisions of this Agreement (other than those contained in Clauses 1,2, 10 to 12 and 14 to 19 inclusive which shall be binding on the parties as from the date of

this Agreement) shall take effect and become binding on the parties from the date on which the following conditions precedent shall have been satisfied in full :

- i. the receipt by AAI of irrevocable notice from _____ (Name of Airport Company) that the Concession Agreement shall have been executed and delivered by all the parties thereto and all the conditions precedent set out therein shall have been satisfied or waived which notice shall be final and binding on the parties ;
- ii. the receipt by AAI of irrevocable notice from _____ (Name of Airport Company) that the EPC Contracts have been executed and delivered by all the parties thereto and all the conditions precedent set out therein (excluding any condition precedent relating to this Agreement) shall have been satisfied or waived which notice shall be final and binding on the parties ;
- iii. the receipt by AAI of irrevocable notice from _____ (Name of Airport Company) that Financial Close has occurred which notice shall be final and binding on the parties,

provided that any such condition precedent may be waived by agreement in writing between AAI and _____ (Name of Airport Company).

2.2. Non-fulfilment of Conditions Precedent

2.2.1. Termination on Non-fulfilment

If the conditions precedent set out in Clause 2.1 have not been satisfied in full or not been waived by the date falling twelve (12) months after the date of this Agreement, _____ (Name of Airport Company) and AAI shall, subject to Clause 2.2.2 have the right to terminate this Agreement by giving twenty-one (21) days notice in writing to the other party and upon expiry of such notice this Agreement shall terminate, provided that in case the conditions precedent are satisfied or waived during the notice period then the Agreement shall come into force as contemplated under Clause 2.1.

2.2.2. Extension of Time for Fulfilment

At any time prior to the date specified in Clause 2.2.1, the parties shall have the right to extend the date for satisfaction or waiver of the conditions precedent by a further three (3) months by mutual agreement.

2.3. Effective Date

Subject to clause 2.1, this agreement will become effective on the date of signature hereof by the parties hereto (the Effective Date).

3. Scope of Services - Pre-Commissioning Phase

3.1. _____ (Name of Airport Company) Pre-Commissioning Obligations

Following the Financial Close, _____ (Name of Airport Company) shall:

- i. design and construct, at its own cost by no later than 180 days prior to the Initial Commissioning Date, the Facility except the provision of Air

Conditioning which shall be provided 90 days prior to the Initial Commissioning Date ;

- ii. design, acquire and install, at its own cost, _____ (Name of Airport Company) Equipment, which shall be owned by _____ (Name of Airport Company), on the Site, or if required in connection with the approach to the Airport, off the Site. AAI shall not be responsible for the testing and/or commissioning of _____ (Name of Airport Company) Equipment, which shall be the responsibility of _____ (Name of Airport Company) If required by _____ (Name of Airport Company), _____ (Name of Airport Company) shall co-ordinate with AAI the calibration flights to enable _____ (Name of Airport Company) to calibrate _____ (Name of Airport Company) Equipment;
- iii. install at its own cost, the provision for water, power & Air-conditioning, telephone, crash alarm and other service media as are necessary and to be mutually agreed, to operate the Facility;
- iv. ensure that the _____ (Name of Airport Company) Equipment is installed, tested and commissioned, at its own cost, by the Initial Commissioning Date or in the case of any additional _____ (Name of Airport Company) Equipment required for any expansion of the Airport, by the future Commissioning Date ;
- v. identify to AAI the interfaces between the AAI Equipment and the _____ (Name of Airport Company) Equipment ; and
- vi. Provide AAI with such access to the Airport or its Personnel, vehicles and agents as AAI reasonably requires for the performance of the AAI Pre-Commissioning Services;
- vii. The _____ (Name of Airport Company) prior to designing runway(s) and planning location of various CNS/ATM facilities, shall carry out a survey of an area of 30 NMs from the near geographical centre of the proposed greenfield airport through the Survey of India or the agencies Authorized by the Survey of India. The above survey reports shall be submitted to AAI while obtaining concurrence of AAI for finalising the position of CNS/ATM facilities and for issuance of NOC for various structures etc.

3.2. AAI Pre-Commissioning Services

Following the Financial Close AAI shall:

- i. AAI shall design, procure and install the AAI Equipment, which shall be owned by AAI, in the Facility, on the Site, or if required in connection with the approach to the Airport off the Site.
- ii. Ensure that the AAI Equipment is installed, tested and commissioned by the Initial Commissioning Date or Future Commissioning Date. In case _____ (Name of Airport Company) requires AAI, to upgrade the AAI equipment over and above the requirements set forth in the ICAO

annexes and Documents then the cost of such up-gradation of equipment shall be borne by _____ (Name of Airport Company).

- iii. Coordinate and ensure compatibility between AAI and _____(Name of Airport Company) equipments and interfaces. In respect of requirement of interfaces by either party, the costs for the said interface(s), shall be borne by _____(Name of Airport Company).
- iv. At _____(Name of Airport Company) cost, participate in any benchmark testing conducted by the EPC Contractors in respect of any _____(Name of Airport Company) Equipment, if required by _____(Name of Airport Company).
- v. Prepare maps, charts, survey, IAL procedure, make site visits and associated works at _____ (Name of Airport Company's) cost.

3.3. Co-ordination

AAI and _____(Name of Airport Company) acknowledge that, in order for either party to comply with its obligations under Clauses 3.1,3.2,3.4, 4.2, 4.3, 5.1, 5.2 and 5.3 of this agreement, each Party will need to co-ordinate with the other and to that effect:

- i. Commencing with the first month following Financial Close, the Parties shall establish a Joint Co-ordination Committee-CNS/ATM ("JCC-CNS/ATM") which shall meet at _____ (Name of place where Airport is situated) on a quarterly basis or on a more regular basis if required to be called-for by any member of JCC-CNS/ATM;
- ii. the JCC shall be chaired by _____(Name of Airport Company);
- iii. the JCC-CNS/ATM shall comprise of four members with each Party nominating and appointing two members. The Parties shall have deemed to have delegated to the members of JCC-CNS/ATM full authority to represent and bind the respective Party in respect of all matters being put-before JCC-CNS/ATM. The Committee members can also nominate and propose alternate names of members to attend the meeting on their behalf ;
- iv. If the JCC-CNS/ATM is unable to reach a conclusion on any matter in a manner that is satisfactory to the Parties, either Party shall be entitled, in the first instance, to refer such matter to the Chief Executive Officer of _____(Name of Airport Company) and the Chairman of AAI. If the aforesaid Senior Executives are unable to resolve the matter within 15 business days from the date such matter was referred to them, then either Party shall be entitled to refer the matter for resolution under Clause 12.

3.4. AAI's General Obligations

AAI Shall in Connection with the performance of this Agreement:

- i. provide such information to and interact with the EPC Contractors and at such times as to enable the EPC contractors to design and complete the

- Facility and Office Accommodation in a timely, orderly, logical and consistent manner along with the completion of the Airport ;
- ii. be fully responsible for the safety at its work site and care of the works in accordance with good industry practice ;
 - iii. cooperate with the EPC Contractor in any reprogramming required in respect of the Facility and/or the Office Accommodation due to a delay for any reason ;
 - iv. cooperate with the EPC Contractor in any acceleration measures adopted by the EPC Contractor to expedite progress in respect of the Facility and/or the Office Accommodation; and
 - v. suspend work at the Facility and/or the Office Accommodation upon an order by _____ (Name of Airport Company) necessitated by reason of design or execution of the Facility and/or the Office Accommodation or if an unsafe condition exists or is likely to result or if it is necessary by conditions on the Site or if it is necessary by reason of any action of the Government of India in accordance with the Concession Agreement.

4. Scope of Services - Commissioning Phase

4.1. Commencement of Initial Commissioning Period and Future Commissioning Period

4.1.1. _____ (Name of Airport Company) shall, as soon as practicable and at the latest by the date falling three hundred and sixty five days (365) days from the Financial close notify AAI of the date upon which _____ (Name of Airport Company) anticipates the Initial Commissioning Period will commence (the “Target Commissioning Date”).

4.1.2. _____ (Name of Airport Company) shall further notify AAI at least one hundred and eighty (180) days prior to the Target Commissioning Date notified by _____ (Name of Airport Company) to AAI pursuant to Clause 4.1.1 above of the date on which _____ (Name of Airport Company) then anticipates the Initial Commissioning Date will occur and the Target Commissioning Date shall be revised accordingly.

4.1.3. _____ (Name of Airport Company) shall notify AAI at least three hundred and sixty five days prior to the date on which _____ (Name of Airport Company) anticipates any Future Commissioning Date will occur.

4.2. _____ (Name of Airport Company) Commissioning Obligations

4.2.1. At least thirty (30) days prior to the Initial Commissioning Date or Future Commissioning Date, as the case may be, _____ (Name of Airport Company) shall confirm in writing to the AAI that:

- i) the runway, taxiway, apron and approach in respect of the Initial Phase shall be constructed by the Initial Commissioning Period in accordance with the relevant provisions contained in the relevant ICAO Annexes and documents(as amended from time to time) as appropriate for the proposed aircraft

operation at the Airport and shall be available for aircraft operation by the Airport Opening Date ;

- ii) the strips, shoulders, stop way and RESA for runway and strips & shoulders for taxiways for the Initial Phase shall be constructed by the Initial Commissioning Period and thereafter shall be maintained in accordance with the relevant provisions contained in the relevant ICAO Annexes and documents (as amended from time to time) as appropriate for the proposed aircraft operation;
- iii) from the Initial Commissioning Period the obstacle limitation surfaces of the Airport and approach and take-off area shall be maintained free from obstructions or the obstructions shall be limited to the permissible limits in accordance with the relevant provisions contained in the relevant ICAO Annexes and documents (as amended from time to time) as contained in GOI Gazette SO84E in MoCA website for which AAI will be approached for accord of NOC of structures;
- iv) from the Initial Commissioning Period the appropriate category of rescue and fire fighting services shall be made available in accordance with the relevant provisions contained in the relevant ICAO Annexes and documents(as amended from time to time);
- v) from the Initial Commissioning Date _____(Name of Airport Company) shall provide adequate space in the Fire Watch tower to enable AAI Personnel to establish an alternative facility for the provision of CNS/ATM Services in case of any contingency situation;
- vi) from the Airport Opening Date appropriate arrangements shall be in place at the Airport to prevent bird/animal nuisance in and around the operational area.

4.2.2. During the Initial Commissioning Period or Future Commissioning Period, as the case may be, _____(Name of Airport Company) shall:

- i) within fourteen (14) days of the commencement of the Initial Commissioning Period or Future Commissioning Period, as the case may be, confirm in writing to AAI that the _____(Name of Airport Company) Equipment has been supplied and installed. _____(Name of Airport Company) shall also confirm in writing to the AAI that by the Airport Opening Date such equipment required for the Initial Phase has been tested and approved for operations;
- ii) provide AAI with such access to the Airport for its Personnel, vehicles and agents as AAI reasonably requires for the performance of the AAI Commissioning Services;
- iii) provide AAI with a continuous supply of electrical power and water sufficient to enable it to perform the AAI Commissioning Services.
- iv) to the extent that AAI determines that, as a result of the expansion of the Airport, additional standby supplies of electrical power are required at the

Airport, AAI shall notify _____(Name of Airport Company) of its additional requirements and the Parties shall meet to discuss and seek to reach agreement regarding the additional standby supply required by AAI; and

- v) Provide AAI and/or its Personnel with such information as they may reasonably require for the performance of the AAI Commissioning Services.
- vi) Provide AAI with transports and accommodation (office, residential and buildings for navigational aids/Radar) to enable AAI to perform its obligations.
- vii) Provide AAI with direct telephone with STD facility in ATC.

4.3. AAI Commissioning Services

4.3.1. During the Initial Commissioning Period and any Future Commissioning Period, and during the Airport operation trials as determined by _____ (**Name of Airport Company**) AAI shall;

- i. within fourteen (14) days of receipt of the notice received from _____ (**Name of Airport Company**) in accordance with Clause 4.2.1 confirm in writing to _____ (**Name of Airport Company**) that all the AAI Equipment has been supplied and installed and that the AAI Equipment is compatible with the equipment provided by the EPC Contractors;
- ii. test and commission all AAI Equipment such that it is fully operational;
- iii. take all steps necessary to integrate the AAI Equipment with any relevant air navigation and meteorological equipment and systems operated by AAI and with the _____ (**Name of Airport Company**) Equipment to the extent required. Any costs of such integration with _____ (**Name of Airport Company**) Equipment shall be borne by _____ (**Name of Airport Company**);
- iv. Carry out such calibration flights as are necessary to commission the AAI Equipment and, to the extent practicable, shall coordinate those flights with _____ (**Name of Airport Company**) to enable _____ (**Name of Airport Company**) to calibrate the _____ (**Name of Airport Company**) Equipment at the same time. For the avoidance of doubt, AAI shall not be liable for the cost incurred by _____ (**Name of Airport Company**) to calibrate the _____ (**Name of Airport Company**) Equipment. The cost incurred by AAI to calibrate _____ (**Name of Airport Company**) equipment shall be recovered from _____ (**Name of Airport Company**).
- v. where appropriate, assist _____ (**Name of Airport Company**) and DGCA in the performance of any checks and procedures which are required to be performed to commission the Airport;

- vi. prepare and publish all such procedures, manuals and charts related to the AAI Services as are necessary in order to ensure the safe, expeditious and orderly operation of aircraft at the Airport and in the airspace in the vicinity of the Airport in accordance with ICAO Annexes and documents (as amended from time to time) ;
 - vii. mutually agree with _____ **(Name of Airport Company)** the Operating Reporting Procedure and the Incident Reporting Procedure in accordance with ICAO Annexes and documents and in conformity with the overall airspace management, requirements of defence and the Flight Information Region in which it operates ; and
 - viii. provide _____ **(Name of Airport Company)** and other agencies with such assistance as may be reasonably required during any trial operations at the Airport.
- 4.3.2. AAI shall, during performance of the AAI Commissioning Services, provide such reasonable assistance as may be necessary to EPC Contractors to ensure that the AAI Equipment is adequately integrated with the _____(Name of Airport Company) Equipment.
- 4.3.3. Following performance of the AAI Commissioning Services in accordance with Clause 4.3.1 and prior to the end of the Initial Commissioning Period or Future Commissioning Period, as the case may be, AAI shall confirm to _____(Name of Airport Company) in writing that the AAI Equipment is fully operational and integrated with the _____(Name of Airport Company) Equipment and that the AAI Equipment is such that AAI can perform the AAI Operative Services in accordance with the relevant standards prescribed in the relevant ICAO Annexes and documents (as amended from time to time).

5. Scope of Services - Operation Phase

5.1. AAI Operative Services

AAI shall start with one shift operation, from and including the Airport Opening Date, in accordance with the relevant standards prescribed in the relevant ICAO Annexes and documents (as amended from time to time).

- 5.1.1. provide on quarterly cost recovery basis, the CNS/ATM Services as defined in Scheduled 3; and shall extend its CNS/ATM services to cater to multi shift operation based on mutual agreement between AAI and _____ (Name of Airport Company);
- 5.1.2. Maintain the AAI Equipment including carrying out periodic flight calibration of the AAI Equipment and other tests;
- 5.1.3. Upgrade the AAI Equipment from time to time (i) as a minimum to comply with the relevant provisions contained in the relevant ICAO Annexes and documents (as amended from time to time).
- 5.1.4. Procure such equipment as may be required from time to time to enable AAI to provide the relevant CNS/ATM Services at the Airport.

- 5.1.5. Relocate at _____ (Name of Airport Company) cost, AAI Equipment for its _____ (Name of Airport Company) operative convenience for reasons of modification/, expansion/ upgradation required by _____ (Name of Airport Company) at the airport provided such relocation does not affect the _____ (Name of Airport Company) obligations and or smooth operation of the airport.
- 5.1.6. Review from time to time such procedures as are necessary for safe, expeditious and orderly flow of air traffic;
- 5.1.7. Provide to _____ (Name of Airport Company) all statistics of the air traffic movements for daily, weekly and monthly movements in the agreed format, frequency and method of delivery through the Airport community network as agreed from time to time; and
- 5.1.8. Provide and keep record of such information and issue notices to _____ (Name of Airport Company) and Airmen as is required under the Operating Reporting Procedure and the Incident Reporting Procedure including breakdown of CNS/ATM Service.
- 5.1.9. Provide at _____ (Name of Airport Company) cost such en-route equipment, if required, to provide CNS/ATM services to the Airport bound traffic.

5.2. ATM - En-route and other Services (if required)

If AAI requires, it may, subject to receiving the prior consent of _____ (Name of Airport Company), which will not be unreasonably withheld, install at the Airport or on the Site any equipment or facilities necessary for the provision of en-route air navigation services. In installing such equipment or other facilities at the Airport, AAI shall take appropriate measures to avoid any disruption to the normal operation of the Airport. For avoidance of doubt, AAI shall not be held liable for any disruption in the normal operation of the Airport arising on account of actions directly attributable to _____ (Name of Airport Company). AAI shall ensure that all buildings, works or facilities (if any) constructed, operated or maintained by them conform to design and architecture guidelines and the Master Plan from time to time.

5.3. _____ (Name of Airport Company) Operative Obligations

Following the Airport Opening Date, _____ (Name of Airport Company) shall:

- 5.3.1. Ensure that the runway, taxiway, apron and approach for the Initial Phase have been constructed and shall be maintained in accordance with the provisions contained in the relevant ICAO Annexes and documents (as amended from time to time) as appropriate for the proposed aircraft operation at the Airport and are available for aircraft operation;
- 5.3.2. Ensure that the strips, shoulders, stop way and RESA for runway and strips and shoulders for taxiways for the Initial Phase have been constructed and shall be maintained in accordance with the provisions contained in the relevant ICAO

- Annexes and documents(as amended from time to time) as appropriate for the proposed aircraft operation;
- 5.3.3. Ensure that the obstacle limitation surfaces of the Airport and approach and take-off area shall be maintained free from obstructions or the obstructions shall be limited to the permissible limits in accordance with the provisions contained in the relevant ICAO Annexes and documents(as amended from time to time) as contained in GOI Gazette SO84E in MoCA website for which AAI will be approached for accord of NOC of structures;
- 5.3.4. Ensure that the sensitive and critical areas as identified by AAI for the various CNS/ATM equipment/ facilities shall be maintained free of any obstruction and no obstruction shall be allowed in these zones which may hamper the functioning of these equipment/ facilities and endanger the safety of aircraft operations.
- 5.3.5. Ensure that the appropriate category of rescue and fire fighting services shall be made available and maintained in accordance with the provisions contained in the relevant ICAO Annexes and documents(as amended from time to time);
- 5.3.6. Ensure that appropriate arrangements are in place at the Airport to prevent bird/animal nuisance in and around the operational area;
- 5.3.7. Ensure that suitable contingency arrangements are in place at the Airport to deal with the following events:
- i. removal of disabled aircraft from the runway;
 - ii. bomb threat to aircraft or the Airport;
 - iii. aircraft accidents in and around the vicinity of the Airport;
 - iv. non-scheduled aircraft forced to land at the Airport;
 - v. fires at the Airport;
 - vi. natural calamities and disasters;
 - vii. Industrial unrest at the Airport and surrounding areas;
 - viii. Anti-hijacking measures to handle unlawful interference with Civil Aviation at the Airport.
 - ix. Militants attack on the Terminal Building or any operational area at the Airport.
- 5.3.8. Ensure that emergency alarm bells have been installed to link the Facility to the emergency services (fire, medical and police) and to the Airport manager;
- 5.3.9. Provide AAI with such access to the Airport and all operational areas for its Personnel, Vehicles and agents as AAI reasonably requires for the performance of the AAI Operative Services;
- 5.3.10. Provide AAI at _____(Name of Airport Company)'s cost
- a. with a continuous supply of electrical power and water sufficient to enable it to perform the AAI Operative Services.

- b. Transport facility sufficient to enable it to perform AAI operating services. Number of transports to be provided will be decided by _____(Name of Airport Company) & AAI mutually.
 - c. EPABX extensions, Auto telephone with STD facility, Fax, hotline, cell phone in ATC.
- 5.3.11. To the extent that AAI determines that, as a result of the expansion of the Airport, additional standby supplies of electrical power are required at the Airport, AAI shall notify _____(Name of Airport Company) of its additional requirements and the Parties shall meet to discuss and seek to reach agreement regarding the additional standby supply required by AAI;
- 5.3.12. provides AAI and/or its Personnel with such information as they reasonably require for the performance of the AAI Operative Services;
- 5.3.13. Make the Office, residential Accommodation and buildings for navigational aids/Radar the Facility available at all times to AAI Personnel and agents of AAI deployed at the Airport in the provision of the AAI Services;
- 5.3.14. At its cost, maintain the Airfield Lighting System, the main and standby power supply systems in accordance with the relevant standards prescribed in the relevant ICAO Annexes and documents (as amended from time to time);
- 5.3.15. Ensure that its employees and agents report, in accordance with the Operating Reporting Procedure, any failure or defects in the Airfield Lighting System and the non-availability of any _____(Name of Airport Company) Equipment to AAI as soon as they become aware of such failure or defect;
- 5.3.16. Notify AAI of any proposed closure or withdrawal of any infrastructure or facilities provided by _____(Name of Airport Company) except in an emergency, as per Operating Reporting Procedure as mutually agreed between the Parties in writing as amended from time to time ;
- 5.3.17. On the instruction of AAI, remove, at _____(Name of Airport Company)'s cost, any obstructions from the runway or the movement areas and ensure that its employees and agents notify AAI, in accordance with the Operating Reporting Procedure or Incident Reporting Procedure, as the case may be, on becoming aware of any such obstruction;
- 5.3.18. At the _____Name of Airport Company's cost, relocate AAI Equipment for the reasons of any alteration or modification at the airport.
- 5.3.19. In case of an upgrade or expansion _____Name of Airport Company bears the total costs for AAI equipment which is over and above ICAO recommendations and which is requested by _____(Name of Airport Company).
- 5.3.20. Allocate parking bays and aero bridges for the aircrafts on receipt of aircraft ETA and inform AAI and AAI shall guide the aircraft accordingly.

6. Variations to the Facility

6.1. Request for Variation

If AAI requires any alteration or variation to the Facility and/or the Office Accommodation after the Effective Date then it shall notify _____ (Name of Airport Company) in writing of such requirements providing full details of the alteration or variation being requested and the reasons for such alteration or variation.

6.2. Variations not affecting _____ (Name of Airport Company)'s Costs

If the alteration or variations requested by AAI pursuant to Clause 6.1 will not impact, delay or disrupt, the initial Phase, then _____ (Name of Airport Company) shall take such steps as are reasonably necessary to implement the variation.

7. Revenues and Charges

7.1. Route Navigation Facilities Charges (RNFC)

AAI shall, in consideration of it performing the relevant services, be entitled to recover the Route Navigation Facilities Charges (RNFC) directly from airlines and _____ (Name of Airport Company) shall incur no liability in respect of such charges.

7.2. Terminal Navigation Landing Charges (TNLC)

Terminal Navigation Landing Charges (TNLC) payable by airlines shall be paid directly by the airlines to AAI and _____ (Name of Airport Company) shall incur no liability in respect of such charges

7.3. Collection

The failure by AAI to collect and/or any airline to pay either the Route Navigation Facilities Charges or the Terminal Navigational Landing Charges shall not excuse AAI in any way whatsoever or howsoever from the performance of the AAI Services or its obligation to pay the fee set out in Clause 7.4. Provided in the event of failure by any particular airline(s) repeatedly defaulting in paying Route Navigation Facilities Charges and/or the Terminal Navigational Landing Charges to AAI, AAI shall have all the rights not to provide AAI Services to such airline(s) and that it shall not amount to default on the part of AAI in the performance of the AAI Services, as provided in this agreement.

7.4. CNS-ATM Service Charges

The provision of CNS-ATM services as mentioned in Para 5.1 shall be on cost recovery basis. The _____ (Name of Airport Company) shall deposit in advance the quarterly, estimated cost of CNS/ATM services by 15th January/April/July/October of every year. However, TNLC collected by AAI during the previous year shall be deducted from the actual cost of providing the CNS/ATM services during that year. In case of any deficit the same shall be borne by the _____ (Name of Airport Company). In addition, _____ (Name of Airport Company) shall give a Bank Guarantee, equivalent to six months

cost of CNS/ATM services to AAI. This BG shall be initially for a period 2 years, to be renewed from time to time, at the expiry of period.

7.5. Rental Fee Payable by AAI

No rental fee shall be payable by AAI to _____(Name of Airport Company) in consideration for providing the Facility and Office Accommodation as set out in Schedule 2 except for residential accommodation.

8. Standards of Services and Failure to Perform

8.1. Standards of Services

8.1.1. AAI shall at all times provide the AAI Services in accordance with the relevant standards prescribed in the relevant ICAO Annexes and documents(as amended from time to time) and shall require _____(Name of Airport Company) to incur all expenses in relation to the provision of AAI Services or AAI Equipment by way of work deposit.

8.1.2. AAI shall ensure that its Personnel shall participate, at _____ (Name of Airport Company) cost, in any quality improvement measures initiated by _____ (Name of Airport Company) at any time, if required, and shall assist _____ (Name of Airport Company) in achieving and maintaining the service level standards required by Concession Agreement.

8.2. Non-Interference

AAI shall not, and shall ensure that, its Personnel, and agents do not intervene in, interrupt or cause any disruption to the design, construction, commissioning, completion, development, financing and/or maintenance of the Airport and following the Airport Opening Date, and except as is necessary for the provision of the AAI Services, intervene in or interrupt in any way the operation of the Airport.

8.3. Indemnity

8.3.1. Each Party shall indemnify, defend and hold harmless the other Party and its contractors, principals and agents, from and against any and all payments equal to the loss, cost, expense, liability or damage asserted against, imposed upon or incurred by the suffering Party and its contractors, principals and agents by reason of failure or delay or resulting from claims of third parties arising directly or indirectly, in whole or in part out of the performance (whether by act or omission) of either Party's obligations (the occurrence of an event of a Force Majeure being exempted), including claims for injury towards death of persons or for Loss or claims for Loss of damage to property.

8.3.2. Liability

The Parties intend that the rights, obligations and liabilities contained in this Agreement shall be an exhaustive description of the rights, obligations and liabilities of the parties arising out of or in connection with this Agreement. Accordingly, the remedies expressly stated in this Agreement and any document entered into pursuant to it shall be the sole and exclusive remedies of the Parties for liabilities to one another arising out of or in connection with this Agreement, including any

representation, warranty or undertaking given in connection with it, notwithstanding any remedy otherwise available at law or in equity.

9. Force Majeure

9.1. Force Majeure

Clause 9 shall apply if the performance by any party (the "Affected Party") of its obligations under this Agreement is prevented, hindered or delayed in whole or in part by reason of Force Majeure as defined in Schedule 4.

9.2. Consequences of Force Majeure

9.2.1. Performance Obligation

The Affected Party shall not be liable for any failure to comply, or delay in complying, with any obligation under or pursuant to this Agreement and it shall not be required to perform its obligations to the extent that such failure or delay has been caused directly by any event of Force Majeure and, in particular, but without limitation, the time allowed for performance of any such obligations shall be extended accordingly.

9.2.2. Notification

If the Affected Party claims that it has been prevented from fulfilling any of its obligations under this Agreement by reason of any event of Force Majeure, it shall notify the other Parties as soon as reasonably practicable in writing, stating the basis for the claim and the consequences.

9.2.3. Mitigation

The Affected Party shall take all reasonable steps to mitigate the effect of the event of Force Majeure.

10. Termination

10.1. _____(Name of Airport Company) Termination Events

AAI shall be entitled to issue a notice of termination to _____(Name of Airport Company), if:

- i. _____(Name of Airport Company) fails to pay when due and payable any amount payable to it under this Agreement and such failure is not remedied within twenty (20) days of receipt of a notice from AAI specifying the default and requiring it to be remedied;
- ii. An order being made or a resolution being passed for the liquidation, bankruptcy or dissolution of _____(Name of Airport Company) which is not, if capable of being so, discharged or, as the case may be, revoked within ninety (90) days thereafter,
- iii. _____(Name of Airport Company) fails to perform or comply with any obligation in this Agreement (other than an obligation to pay money) to an extent which has a material and adverse effect on the rights and obligations of AAI and if capable of being remedied, such failure continues for a period of 7 days after receipt of notice from AAI, specifying the default and

requiring it to be remedied. Provided that AAI shall not be entitled to issue such notice of termination if the events and/or circumstances set out at (i), (ii) and/or (iii) above are the result and/or consequence of Force Majeure.

- iv. Under the Concession Agreement it is directed by GOI to terminate this Agreement;
- v. The Concession Agreement if terminated.

And further provided in each case that timely remedial action by _____(Name of Airport Company) has not been prevented by GOI, the Government of (Name of State) or AAI

10.2. AAI Termination Events

_____ (Name of Airport Company) shall be entitled to issue a notice of termination to AAI, if the applicable law permits _____(Name of Airport Company) to perform the CNS/ATM Services, subject to suitable amendments to the Concession Agreement.

10.3. Effect of a Termination Notice

If a notice of termination is served by AAI or _____(Name of Airport Company) pursuant to this Clause 10, then at any time after the expiry of a period of Ninety (90) days after the date of service of the notice of termination, unless the circumstances giving rise to the issue of the notice of termination have been fully remedied or have ceased to apply, the Party that issued the notice of termination may terminate this Agreement with immediate effect..

10.4. Consequences of Termination

If this Agreement terminates pursuant to this Clause 10.2 by _____(Name of Airport Company) and to ensure that the operations of the Airport is not closed down on account of non-availability of AAI Services, AAI shall forthwith hand-over to GOI all AAI Equipment, manuals, charts and other memoranda prepared by AAI in the performance of AAI Services in "as-is-where-is" condition on mutually agreed terms in order to enable GOI to immediately act in accordance with Section 38 of AAI Act, 1994. AAI shall render all necessary co-operations to GOI to achieve the aforesaid purpose.

Thereafter it shall be the sole discretion of _____(Name of Airport Company) to consult GOI to take appropriate steps that it deems fit in order to be rendered, through a third party, the services equivalent to AAI Services provided by AAI in the Airport. AAI shall render all necessary co-operations to _____(Name of Airport Company) to achieve the aforesaid purpose.

This shall be without prejudice to either Party's right or remedies available under this Agreement.

11. Assignment

11.1. Assignment by AAI

Notwithstanding anything herein to the contrary, AAI shall not assign or otherwise transfer all or any of its rights or obligations under this Agreement without the prior written consent of _____(Name of Airport Company) provided such assignment or transfer of AAI's rights or obligations is pursuant to the enactment of statute. Such assignee or transferee shall be bound by the terms and conditions of this Agreement.

11.2. Assignment by _____(Name of Airport Company)

Notwithstanding anything herein to the contrary, but subject to Clause 16.5, _____(Name of Airport Company) shall not assign or otherwise transfer all or any portion of its rights or obligations under this Agreement without the prior written consent of AAI; provided, however, that _____(Name of Airport Company) may, without such prior written consent, but upon prior written notice to AAI:

- i. Transfer all or substantially all of its rights and obligations hereunder to an Affiliate of _____(Name of Airport Company) ;
- ii. Transfer all or any part of its rights and obligations hereunder to a purchaser of ownership interests in _____(Name of Airport Company).
- iii. Transfer to Lenders, _____(Name of Airport Company)'s rights under this Agreement as collateral security for amounts payable under any financing agreement under which _____(Name of Airport Company) has borrowed money; or
- iv. Transfer all or substantially all of its rights and obligations hereunder to GOI pursuant to the terms of the Concession Agreement.

12. Dispute Resolutions

12.1. Negotiation and Conciliation

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 Agreement ("Dispute") amicably between them through negotiation.

12.2. Reference to Arbitrator

Subject to anything contained in the relevant Independent Regulatory Authority legislation regarding the settlement of disputes, any Dispute which the Parties are unable to resolve pursuant to Article 12.1 within sixty (60) days (or such longer period as the Parties may agree) of the written notification by one Party to the other of the existence of a Dispute shall be finally determined by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 ("Act") and/or any statutory modification thereof and in accordance with the UNCITRAL rules (the "Rules") by three arbitrators appointed in accordance with the Act .

12.3. Miscellaneous

The venue of arbitration shall be New Delhi. Each Party shall pay the expenses of the arbitration in accordance with the Rules and the eventual liability for the costs shall be in terms of the arbitral award. No arbitrator shall be the present or former employee or agent of, or consultant or counsel to either Party or in any way related or closely connected with the Parties. The language of the arbitration shall be English.

12.4. Decision/Award

Any decision or award of an arbitral tribunal appointed pursuant to this Clause 12 shall be final and binding upon the Parties. The Parties waive any rights to appeal or any review of such award by any court or tribunal of competent jurisdiction insofar as such waiver can validly be made. The Parties agree that any arbitration award made may be enforced by the Parties against assets of the relevant Party, wherever those assets are located or may be found, and judgement 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.

13. Maintenance of Insurance

13.1. AAI shall effect and maintain on cost recovery basis work deposit basis from _____(Name of Airport Company), at all times the required insurances to cover loss or damage to its property, third party liability, workmen's compensation policy and any other insurance considered necessary or prudent in accordance with good industry practice, _____(Name of Airport Company) and the Lenders shall be names co-insured under AAI's insurance policies under this agreement.

13.2. Policies

With thirty (30) days of receiving any insurance policy certificates in respect of insurances required to be obtained and maintained under Clause 13.1, AAI shall inform _____(Name of Airport Company) that such insurances have been obtained and shall furnish to _____(Name of Airport Company), if requested by the Lenders, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire lapse until the expiration of at least forty-five (45) days notice of such cancellation, modification or non renewal has been provided by AAI to _____(Name of Airport Company).

13.3. Remedy for Failure to Insure

If AAI fails to effect and keep in force all insurances for which it is responsible pursuant hereto, _____(Name of Airport Company) shall have the option to keep in force any such insurances, and pay such premia and recover the costs thereof from AAI.

13.4. Application of Insurance Proceeds

All insurance claims paid to AAI under the Agreement shall be applied for reconstruction of the damaged property except for insurance proceeds unrelated to physical damage.

14. Notices

14.1. Communications in writing

Except in respect of the Operating Reporting Procedure and Incident Reporting Procedure, any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by fax or letter.

14.2. Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Agreement is as follows:

_____ (Name of Airport Company):

Fax No.

Attention:

AAI:

Rajiv Gandhi Bhavan

Safdarjung Airport

New Delhi - 110 003

India

Fax: [011 24641088]

Attention: Chairman

Or any substitute address, fax number or department or officer as the party may notify to the other party, by not less than five business days' notice.

15. Deemed Delivery

Subject as otherwise provided in this Agreement, any communication under or pursuant to this Agreement shall be deemed to be received by the recipient (if sent by fax) on the next working day in the place to which it is sent or (in any other case) when left at the address required by Clause 13.2 or within 10 such working days after being sent by registered post postage prepaid and addressed to that address. For these purposes, working days are days other than Saturdays, Sundays and gazetted holidays.

16. Miscellaneous

16.1. Severability

The invalidity or unenforceability, in whole or in part, of any of the foregoing sections or provisions of this Agreement shall not affect the validity or enforceability of the remainder of such sections or provisions. In the event any material provision of this Agreement is held invalid or unenforceable, the parties shall promptly renegotiate in good faith new provisions to replace such invalid or unenforceable provision so as to restore this Agreement as nearly as possible to its original intent and effect.

16.2. Entire Agreement

This Agreement, including any Schedules or exhibits hereto, contains the entire agreement between AAI and _____(Name of Airport Company) with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, with respect to such subject matter.

16.3. Amendment

No modification, amendment, or other change will be binding on any party unless consented to in writing by both parties.

16.4. Additional Documents and Actions

16.4.1. _____(Name of Airport Company) shall take all necessary steps to obtain an airport licence from DGCA for an initial period of two years to enable it to commence commercial operations, and thereafter for its renewal for a further period of two years prior to the expiry of the airport licence issued for immediately preceding two year period. For obtaining, renewing and maintaining such licence from time to time, AAI shall fulfil all its responsibilities as may be required for obtaining any licence and assist _____(Name of Airport Company) and DGCA in the performance of any checks and procedures and conform to all the prescriptions of DGCA in respect of CNS-ATM services.

16.4.2. Each party agrees to execute and deliver to the other party such additional documents, and to take such additional actions and provide such cooperation, as may be reasonably required to consummate the transactions contemplated by, and to effect the intent of, this Agreement.

16.5. Direct Agreement

AAI shall, upon a request from the Lenders enter into a direct agreement with the Lenders substantially in the form attached as Schedule 5 to this Agreement whereby, amongst other things, AAI agrees to give prior notice of any intention it may have to exercise its rights of termination under the Agreement, to allow such Lenders the right to cure a default on the part of _____(Name of Airport Company), and/or to allow such Lenders under certain circumstances to substitute themselves or appoint a third party substitute to carry out the obligations and enjoy the benefits of _____(Name of Airport Company) under the Agreement.

16.6. Interest for Late Payment

Any amount properly due to a Party pursuant to this Agreement and remaining unpaid after the date when payment was due shall bear interest (both before and after judgment), such interest to accrue from day to day from the date such payment was due until such amount is paid in full at a rate of two (2) percentage points above the Reserve Bank of India Prime Lending Fee in effect from time to time.

16.7. No Partnership

Neither this Agreement nor any other agreement or arrangement of which it forms part, nor the performance by the Parties of their respective obligations under any such agreement or arrangement, shall constitute a partnership between the Parties. No Party shall have any authority (unless expressly conferred in writing by virtue of this Agreement or otherwise and not revoked) to bind any other Party as its agent or otherwise.

16.8. No Third Party Beneficiary

This Agreement is for the sole and exclusive benefit of the Parties hereto and, except for the rights expressly granted to the Lenders hereunder, shall not create a contractual relationship with, or cause of action in favour of, any third party.

16.9. Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

16.10. Time is of the Essence

Time shall be of the essence in this Agreement, both as regards the dates, periods or times of day mentioned and as regards any dates, periods or times of day which may be substituted for them in accordance with this Agreement.

16.11. Computation of Time

Times referred to in this Agreement are times in Indian Standard Time (IST). In computing any period of time prescribed or allowed under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included. If the last day of the period so computed is not a business day, then the period shall run until the end of the next business day.

17. Governing Language

The language which governs the interpretation of this Agreement is the English language. All notices required to be given by either Party to the other and all other communications and documentation which is in any way relevant to this Agreement and which is relevant to the execution, implementation and termination of this Agreement, including but not restricted to any dispute resolution proceedings, shall be in the English language.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India.

19. Covenants by AAI

AAI unconditionally and irrevocably:

- i. agrees that, should any proceedings be brought against it or its assets in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity from such proceedings shall be claimed by or on behalf of itself or with respect to its assets;
- ii. consents generally in respect of the enforcement of any judgment or award against it in any such proceedings in any jurisdiction to the giving of any relief or the issue of any process in connection with such proceedings (including the making, enforcement or execution of any such judgment or award or any order arising out of any such judgment or award against or in respect of any property whatsoever irrespective of its use or intended use).

In witness whereof this Agreement has been entered into on the date stated at the beginning.

SIGNED by on behalf of
AAI:

}

SIGNED by on
behalf of _____ (Name
of Airport Company):

}

Witnessed by:

(1)

(2)

Schedule 1

Part 1: Airport Company Equipment

1. Runway
2. Runway lighting and marking
3. Taxiway
4. Taxiway lighting and marking
5. Signage
6. Apron
7. Apron lighting and marking
8. Facility
9. Civil works (foundation only) related to AAI Equipment
10. PAPI and approach lighting
11. Aerodrome beacon (on the tower)
12. Landing day and night marking
13. Wind direction indicator (Lighted)
14. Isolation bay
15. Secondary power supply
16. Hot lines between ATC and airport fire brigade
17. Crash bell, cabling and siren
18. Control panel and monitoring system for airfield lighting
19. upgrade visual aids (future)
20. Approach roads to the operational area besides approach roads to site airport navigation aids/Radar.
21. Office and residential accommodation for AAI personnel and its agents.
22. Buildings for navigational aids/radar installations.
23. EPABX extension, Auto telephone with STD facility, Fax, hotline and cell phone in ATC.
24. Signal area as per ICAO specification.
25. Computer with printer and Internet connection in ATC Tower

Part 2: AAI Equipment

AAI would provide the CNS-ATM equipment in accordance with the provisions contained in the relevant ICAO Annexure and documents (as amended from time to time) as required for the proposed aircraft operations as minimum following equipment is provided

1. VHF Communication sets with accessories
2. DVOR/DME or NDB
3. Voice Recorder

Schedule 2

Office and residential Accommodation, Car Parking and Standby Power Supply for AAI Personnel and AAI Equipments

1. Control Tower : _____(Name of Airport Company) shall make available an area of 21/32/50 square meters (as applicable), technical block to house various ATS units as per the requirement, Nav-Aids and Radar buiding
2. Offices : _____(Name of Airport Company) shall make available an area of specified square meters
3. Car Parking : _____(Name of Airport Company) shall make available 25 (Twenty five) car parking spaces at the Airport
4. Standby Supply : _____(Name of Airport Company) shall make available to AAI adequate standby electrical capacity at the Airport for provision of the AAI Services.
5. Residential accommodation to AAI personnel and its agent.*

* Licence fee for residential accommodation to be paid by AAI, on behalf of the AAI employees, shall be as per DPE guidelines.

Schedule 3

CNS/ATM Services

AAI shall provide and coordinate the following services at the Airport as appropriate to the airspace configuration within the lateral and vertical limits of such air space:

- i) Aerodrome Control Service including surface movement control / apron control service;
- ii) Approach Control/Approach Radar Control Service (if planned);
- iii) Area Control/Area Radar Control Service (if planned);
- iv) Associated services such as Aeronautical Mobile Service (AMS), Aeronautical Fixed Services (AFS), Aeronautical Information Service (AIS), Flight Information Service, Advisory Service, Alerting Service and Search & Rescue Coordination Services as appropriate,

all in accordance with the provisions contained in the relevant ICAO Annexes and documents(as amended from time to time) and as required for the proposed aircraft operations

Schedule 4

Definition of Force Majeure

In this Agreement, "Force Majeure" means any act, event or circumstance or a combination of acts, events and circumstances, referred to in paragraph (A) which are beyond the reasonable control of the Affected Party and which the Affected Party could not have prevented by Good Industry Practice or by the exercise of reasonable skill and care in relation to the construction of any facilities, and which, or any consequences of which prevent, hinder or delay in whole or in part the performance by any Party of its obligations under this Agreement.

"Force Majeure" includes the following events and circumstances to the extent that they, or their consequences, satisfy the above requirements:

A. Acts, events or circumstances of the following types:

- i. Strikes, lock-outs or other industrial action or labour disputes involving any party or its contractors, or their respective sub-contractors, servants or agents, in any such case employed on the execution of work within India or the supply of goods or services within India;
 - ii. Lightning, earthquake, tempest, cyclone, hurricane, whirlwind, storm, flood, washout, land slide, soil erosion, subsidence, drought or lack of water, and other unusual or extreme adverse weather or environmental conditions or actions of the elements, meteorites or objects falling from aircraft or other aerial devices, the occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, fire or explosion, chemical or radioactive contamination or ionising radiation (excluding circumstances where the source or cause of the explosion or contamination or radiation is brought or has been brought onto or near the Site by the Affected Party or those employed or engaged by the Affected Party unless it is or was essential for the construction or operation of any part of the Airport);
 - iii. Any accidents at the Airport;
 - iv. Any accidental loss of or damage to cargo in the course of transit by any means and intended for incorporation into the Airport, occurring prior to the Airport Opening Date;
 - v. Loss of or serious accidental damage to the Airport;
 - vi. Epidemic;
 - vii. Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, bombs or civil commotion;
 - viii. Sabotage, terrorism or the threat of such acts;
 - ix. Act of God; or
 - x. Any act, event or circumstance of a nature analogous to the foregoing;
- B. provided that none of the following matters or their consequences shall be capable of constituting or causing Force Majeure:

- i. Failure or inability to make any payment; or
 - ii. The effects of market conditions unless such market conditions were themselves caused by or were a result of a Force Majeure event.
- C. And further provided that an act, event or circumstance referred to in paragraph (A) above which primarily affects a third party or third parties (including without limitation, the construction, contractor or operator(s) of the Airport, an affiliate of a Party or a Party's or its affiliate's subcontractors) which prevents, impedes or delays a Party in the performance of its obligations, shall constitute Force Majeure hereunder as to such Party as appropriate if and to the extent that it is of a kind or character that, if it had happened to the Party wishing to rely on this Clause, would have come within the definition of Force Majeure under this Schedule 4.

Schedule 5 (to be in same format as agreed in the CA)

Form of AAI Direct Agreement

Airport Company

ADDRESS _____

[Date]

[The Chairman]

Airports Authority of India

Rajiv Gandhi Bhavan

Safdarjung Airport Complex

New Delhi 110 003

Dear [Chairman]

We refer to the Agreement for the Provision of CNS/ATM Facilities and Services (the "**CNS/ATM Agreement**") dated [●] between the Airports Authority of India ("**AAI**") and **Airport Company** (the "**Company**").

As contemplated in the CNS/ATM Agreement, the Company proposes to enter into the Financing Agreements (as defined in the CNS/ATM Agreement and copies of which have been delivered to you), pursuant to which the Secured Parties (as defined below) have agreed to provide financing to the Company for the development of a greenfield airport at _____, in the State of _____.

As security for such financing, we hereby notify you that pursuant to the Mortgage (the "**Mortgage**") to be entered into in favour of [] as trustee (the "**Mortgage Trustee**") for the benefit of certain banks and financial institutions (the "**Lenders**") the Company has granted to the Mortgage Trustee for the benefit of the Lenders a first priority security interest in all of the assets of the Company (the "**Collateral**"), including, inter-alia, the CNS/ATM Agreement.

The Lenders together with the Mortgage Trustee are herein called the "**Secured Parties**".

The Company requests that, by signing and returning the enclosed copy of this acknowledgment and consent (the "**Agreement**"), AAI confirm and agree, for the benefit of the Secured Parties, the following:

- a) AAI
 - i. Acknowledges receipt of a copy of the Mortgage,
 - ii. Consents to the assignment (and to the extent not capable of assignment under the Mortgage, the charge) under the Mortgage for the benefit of the Secured Parties of all of the Company's right, title and interest in the CNS/ATM Agreement as security for the obligations due to the Secured Parties,
 - iii. Agrees that such assignments (or charge as the case may be) do not or will not contravene or violate the CNS/ATM Agreement and

- iv. Agrees that its execution and delivery of this Agreement constitutes its proper written consent to such assignment (or charge as the case may be) and prospective assignment as provided for in Clause 11.2 of the CNS/ATM Agreement.
- b) AAI agrees that:
- i. If the Mortgage Trustee has elected to exercise its rights pursuant to the security interests granted by the Company to have itself or its designee substituted for the Company under the CNS/ATM Agreement, then such Mortgage Trustee or its designee shall be substituted for the Company; and
 - ii. If the Mortgage Trustee shall sell or otherwise dispose of all or any part of the Collateral pursuant to the exercise of remedies under the security interests granted by the Company (whether by foreclosure or otherwise), the purchaser shall, at the request of the Mortgage Trustee and with the prior written consent of AAI, which consent shall not be unreasonably withheld, be substituted for the Company under the CNS/ATM Agreement, and in either case, the substituted party will succeed to all rights, title and interest of the Company with respect to such Collateral sold or disposed of under the CNS/ATM Agreement and may perform and shall be entitled to the benefits of the CNS/ATM Agreement as if it were the Company under the CNS/ATM Agreement.
- c) AAI agrees that it will pay money due to the Company under the CNS/ATM Agreement exclusively for deposit directly and in immediately available funds to such account in (Name of the place of Airport Location) as the Mortgage Trustee may from time to time direct (and the Company hereby authorises and directs AAI to make such payments as aforesaid). In the event of exercise by the Mortgage Trustee or its designee of its rights pursuant to the security interests granted by the Company, AAI will comply with any and all written instructions received from the Mortgage Trustee to pay money due from AAI under the CNS/ATM Agreement directly to or to the order of the Mortgage Trustee in lieu of paying such money to the account designated in the previous sentence (all other terms and conditions of such payments shall remain as provided in the previous sentence) and in full satisfaction of its obligations to pay these amounts to the Company.
- d) AAI agrees that it will recognise the Mortgage Security Trustee as the true and lawful attorney of the Company pursuant to the Mortgage.
- e) AAI agrees that it shall not terminate the CNS/ATM Agreement or suspend performance of its obligations there under without issuing a Notice to the Mortgage Trustee.
- f) AAI agrees that the Mortgage Trustee shall be entitled at any time to take or procure the taking of action consistent with the terms of the CNS/ATM Agreement as may be necessary to remedy the event which has given rise to the Notice
- g) AAI Agrees that that it shall notify the Security Trustee immediately upon the occurrence of any of the events which entitle AAI to exercise its rights under Clause 10.1 of the CNS/ATM Agreement and shall provide to the Security Trustee (simultaneously with the issue of such notice to the Company) a copy of any notice of the occurrence of such events including any notice prior to and after the expiry of the cure periods there under.

- h) This Agreement shall be governed by and construed in accordance with the laws of India.
- i) Any dispute or difference arising out of or in connection with this Agreement, shall regardless of the nature thereof, be referred to dispute resolution pursuant to the provisions of Clause 12 of the CNS/ATM Agreement, which provisions are incorporated herein by reference and made a part hereof as if such provisions were fully set forth herein.
- j) The provisions of Clause 18 of the CNS/ATM Agreement shall apply to this Agreement and are incorporated herein by reference and made a part thereof as if such provisions were fully set forth herein.
- k) This Agreement will terminate without further action by any party hereto on the date on which there is no outstanding debt owed to the Lenders.
- l) This Agreement shall become effective on the Effective Date.

Yours faithfully,

Airport Company

By _____

Name:

Title:

Airports Authority of India hereby acknowledges and agrees to be bound by the foregoing terms of this Agreement as of this [●] day of [●].

By _____

Name:

Title:

Acknowledged, accepted and agreed as of the date this Agreement is executed by Airports Authority of India.

[●], as Mortgage Trustee.

By _____

Name:

Title:

14.4 Annexure IV - Airport Security Programme

AIRPORT SECURITY PROGRAMME (MODEL OUTLINE)

1. GENERAL

- 1.1. The following structure is recommended as a basis for drafting an Airport Security Programme (ASP):

Part

- i. Organization
- ii. Description of Airport
- iii. Airport Security Measures
- iv. Response to Acts of Unlawful Interference
- v. Training
- vi. Quality Control: Supervision and performance monitoring

Appendices

- 1.2. Guidelines on drafting each of these parts are provided in this Appendix. Guidance material on the specific security measures mentioned is provided in the other volumes of Doc 8973, in particular Volumes II - Recruitment, Selection and Training, IV - Preventive Security Measures, and V - Crisis Management and Response to Acts of Unlawful Interference.
- 1.3. In drafting an ASP, careful consideration should be given to the level of detail (i.e., particularly sensitive information) that should be presented in the document. The ASP will usually have a wide distribution and the principle of "need to know" should be applied. Accordingly, sensitive information could be contained in procedure manuals or subordinate documents to the ASP which would have a distribution limited to those who strictly need to know.

2. PART I: ORGANIZATION

Programme objective

- 2.1. This section should contain clear statements of the objectives of the ASP which would normally include but not necessarily be limited to:
- a) documenting how the requirements of national legislation and the National Civil Aviation Security Programme (NCASP) are complied with at the airport;
 - b) defining the airport security related responsibilities of different stakeholders;
 - c) describing the organizational arrangements for managing and coordinating airport security;
 - d) describing the routine airport security related processes and procedures that are necessary to safeguard the operations of the airport;

- e) describing the airport security related contingency plans and procedures;
- f) defining minimum standards; and
- g) reviewing and updating the Programme to ensure its continued effectiveness.

Source of regulations

- 2.2. This section should identify the national laws and regulations which provide a legal foundation for the implementation of aviation security through the NCASP and empower relevant stakeholders to establish requirements and take enforcement action. It should also describe any other form of regulation or legislation (e.g., provincial, municipal) which provides legal support for the ASP.

Responsibilities

- 2.3. This section should identify all relevant stakeholders in aviation security and define their specific responsibilities under the ASP. These would normally include but not necessarily be limited to the:
- a) appropriate authority for aviation security;
 - b) airport operator;
 - c) airport security manager;
 - d) airport security service providers;
 - e) law enforcement authority;
 - f) national armed forces;
 - g) emergency response units/first responders;
 - h) other government agencies;
 - i) aircraft operators (including airlines);
 - j) airport tenants;
 - k) municipal authorities;
 - l) postal authorities;
 - m) border control authorities (e.g., customs, immigration);
 - n) general aviation;
 - o) regulated agents;
 - p) handling agents;
 - q) catering operations;
 - r) cleaning companies; and
 - s) air traffic service providers.
- 2.4. An organizational chart showing the respective responsibilities of these stakeholders might help the understanding of the reader and could be included as an Appendix.

Airport security committee (ASC)

- 2.5. This section should identify and describe the role or terms of reference of the ASC which would normally include but not necessarily be limited to the:
- a) review of the prevailing threat to airport security;
 - b) coordination among the stakeholders of the implementation of airport security;
 - c) provision of a forum for the discussion of aviation security matters;
 - d) review and provision of advice on the plans for new or modified facilities as well as new or modified operational processes;
 - e) review of the results of the quality control processes and external audits or inspections; and
 - f) review of the continued adequacy and effectiveness of the ASP.
- 2.6. This section should also list the membership of the ASC, which would normally include those stakeholders with significant responsibilities for airport security (listed in 2.3). Where there are a number of organizations or companies in a stakeholder category, arrangements may be made for collective representation on the ASC (e.g., an Airline Operators' Committee). Similarly, membership might be extended to a representative of airport employees. This section should also identify which stakeholder serves as the chairperson and secretary. Typically, the airport operator will designate a senior representative and member of the top management team to act as chairperson, supported by the airport security manager.
- 2.7. In addition to the regular membership of the ASC, provision may be made to co-opt other representatives as necessary and/or to form ad hoc or standing subcommittees to address specific issues. Details of these arrangements should also be included.
- 2.8. This section should also provide details on the administrative arrangements for the ASC including but not necessarily limited to the:
- a) frequency of meetings;
 - b) venue of meetings;
 - c) qualification and appointment of members;
 - d) conduct of meetings;
 - e) security classification of information and documents; and f) preparation and circulation of meeting records.

Communications

- 2.9. This section should describe the various ways that the appropriate aviation security authority communicates its policy, requirements and guidance information to the State's aviation industry. Typically, these would include but not necessarily be limited to the:
- a) National Civil Aviation Security Programme;

- b) airport, airline and other stakeholder security programmes;
 - c) security directions;
 - d) advisory circulars;
 - e) records of meetings; and
 - f) correspondence.
- 2.10. The section should also describe the policy relating to the security classification of these documents. It should also state how classified documents should be protected and the restrictions on their distribution.
- 2.11. This section should also state the policy and restrictions on communicating with the media on matters relating to aviation security. It may also give the contact details of the official designated with responsibility for handling such matters.
- 2.12. The section may also include a contact directory of other stakeholders mentioned in the ASP, which could be included as an Appendix.

3. PART II: DESCRIPTION OF AIRPORT

Physical characteristics and facilities

- 3.1. The objective of this section is to give the reader sufficient background information on the airport to explain the operational context in which the security measures operate. The level of detail should be commensurate with that objective.
- 3.2. This section should include general information about the airport, including its identification code, its location, the name of the airport operator, and contact details (e.g., mailing address, telephone numbers).
- 3.3. The section should also include descriptions of the following:
- a) airport property and facilities;
 - b) passenger terminal(s);
 - c) landside public areas;
 - d) access roads and car parks;
 - e) airside/landside boundaries;
 - f) cargo, mail and catering facilities;
 - g) airfield facilities (e.g., fire stations, air navigation installations);
 - h) passenger, cargo, maintenance and general aviation apron/areas;
 - i) air traffic services, including tower, terminal, centre and flight services;
 - j) commercial or tenant controlled/leased areas;
 - k) security screening checkpoints;
 - l) border control/customs/immigration areas; and
 - m) airport organizations.

Plans

- 3.4. The section should include (possibly as Appendices):
- a) scaled airport layout plan showing the locations of 3.3 a) to m);
 - b) plans showing the alignment of the airside/landside boundary, both on the airfield and within the terminal(s); and
 - c) plans showing the delineation of the security restricted areas.

Airport operations

- 3.5. This section should describe the hours of airport operation, the different types of aircraft operation (e.g., scheduled passenger, charter, cargo, general aviation) and the scale of operation (i.e., approximate number of aircraft movements, passengers and cargo per year). A list of airlines operating at the airport could be provided.

4. PART III: AIRPORT SECURITY MEASURES

Overview

- 4.1. The overview should describe at a high level the way in which the security measures are designed and implemented at the airport. Typically, this would be an approach using three concentric circles with the outer circle representing the landside area and the security measures to protect it. The second circle would be the landside/airside boundary or restricted area and the various security measures designed to protect it from unauthorized access. These would include the designation in law of the airside area, physical security barriers (e.g., fences, gates), intrusion detection systems, surveillance systems, together with the access control measures to restrict access to authorized persons, vehicles and articles. The inner circle would represent the Security Restricted Area (i.e., the area, including the passengers operations, which is afforded the most protection) prior to entry into which persons, articles and vehicles may be subject to screening or other security controls. The overview may also summarize which organizations discharge the key responsibilities for airport security.

Landside security

- 4.2. This section should describe the physical security measures and the routine operational security measures that are implemented to protect the landside, public areas of the airport. Typically, these would include but not be limited to:
- a) arrangements to mitigate the risk of vehicles being used to crash into the terminal building with improvised explosive devices;
 - b) arrangements to protect and police the passenger drop-off and pick-up areas and terminal frontages to prevent vehicles being left unattended;
 - c) surveillance and patrols of the public areas of the terminal;
 - d) procedures for the protection of tickets, boarding passes, baggage tags and other documents;

- e) arrangements around the check-in facilities to protect passengers on flights deemed to be of higher risk; and
- f) security awareness public announcements (e.g., warning passengers not to leave articles unattended).

Landside/airside perimeter protection and access control

Designation of the airside area

4.3. The airside area should normally be designated in law, which empowers the authorities to restrict access to authorized persons. This section should describe the legal arrangements under which the airside is designated and the powers which are conferred on the airport operator and control authorities. These legal arrangements will normally formalize the airport identification (ID) card or permit system

Airport identification pass system

4.4. This section should contain all relevant information relating to the airport ID or pass system. Normally this would include but not be limited to the following:

- a) ID pass issue regulations;
- b) issuing authority;
- c) different types of ID pass (and validity) for persons and vehicles;
- d) design of the passes (including security features and access control technologies);
- e) ID pass issuing office and opening hours;
- f) application procedures;
- g) application processing and issuing procedures;
- h) background check procedures;
- i) conditions of issue of the permit;
- j) briefing requirements for new pass holders; and
- k) procedure for lost, stolen or damaged passes.

4.5. Pictures of the different types of pass may be included as an Appendix.

Escort procedures

4.6. Where the regulations allow or require the escorting of persons within the airside, these details should be recorded in this section. For example, persons using visitor passes may be required to be escorted for safety and security reasons.

Perimeter security and access control

4.7. This section should describe the physical protection of the landside/airside perimeter. This should include the:

- a) specification for the perimeter fence or other perimeter security provisions;
- b) lighting;

- c) warning signage;
 - d) intrusion detection; and
 - e) closed-circuit television (CCTV) surveillance.
- 4.8. Particular consideration should be given to areas of the landside/airside interface that cannot be protected in the usual ways (e.g., baggage belts from the check-in area leading into the baggage hall). A general description should be included of how unauthorized access via these routes is prevented.
- 4.9. This section should also describe the number, location and hours of operation of designated pedestrian and vehicular access points, as well as the location of airport emergency gates.

Access control

- 4.10. This section should describe the access control processes for persons, goods and vehicles. For persons this will normally involve verification that the person has a valid permit, that the bearer is the same person named in the pass (i.e., not an imposter), and that the permit is valid both in terms of the time and area being accessed. Details of any technology or biometric applications used to enable this access control process should also be identified in this section.
- 4.11. where the access point is not manned (i.e., security door or turnstile), the section should describe how the access control requirements are fulfilled. For example, this might involve the biometric verification of the person's identity and access authorization against the airport ID pass database.
- 4.12. The section should also describe the process for verifying the authorization of a particular vehicle to enter the airside and that the driver is authorized to be driving it.
- 4.13. The section should also describe the security control and screening process for persons, goods and vehicles, when applicable.

Patrols and static guard posts

- 4.14. This section should make reference, in general terms, to the types of patrol (vehicular or foot) or static guard posts that are deployed to supplement the physical security protection and access control measures.

Key control system

- 4.15. This section should describe, in general terms, the system of key control used in relation to the security locks and the organization (and post holder) responsible for administering it. It may also specify the minimum specification for locks and padlocks used for airport security purposes. More sensitive details may be recorded in SOPs to which reference could be made.

Security restricted area protection

Designation of security restricted areas (SRAs)

- 4.16. This section should identify the legal basis under which the SRA is designated. It should describe, in general terms, the areas within the airside and activities that take place within the SRA, making reference to plans mentioned in Part II of the ASP. Typically, this would include the:
- a) passenger departure area between the security screening point and aircraft;
 - b) ramp;
 - c) baggage make-up areas;
 - d) cargo sheds;
 - e) mail centres;
 - f) airside catering; and
 - g) aircraft cleaning premises.
- 4.17. The SRA may also include other key facilities such as the air traffic control facilities, the emergency operations centre, very important persons (VIP) facilities and other passenger processing areas within the airside.

Access control to the SRA

- 4.18. Since the SRA will be confined to portions of the airside area, there will normally be additional access control measures to prevent unauthorized access into SRA. These should be described in detail. If screening of persons and articles or inspection of vehicles is required on entry to the SRA, this should be stated in this section and accompanied by descriptions of where and how this is conducted.

Responsibility for maintaining the integrity of the SRA

- 4.19. Normally, one organization at the airport (typically the airport operator) will be designated responsibility for maintaining the integrity of the SRA. This section should describe, in general terms, how this is achieved through a combination of security measures and controls (e.g., barriers, checkpoints, static guards, patrols). More detailed procedures and sensitive information may be contained in security SOPs to which reference may be made in the ASP.

Screening of staff upon entry to the SRA

- 4.20. This section should describe the legal authority and requirements for staff screening on entry to the SRA. The section should provide details of the:
- a) number and location of staff screening points (including passenger screening points);
 - b) screening process;
 - c) exemptions from screening (if any);
 - d) items which are prohibited or restricted; and

e) process for admitting tradesmen's tools.

4.21. The section should indicate the procedures to be followed in the event that a suspicious or prohibited item is found during screening.

Inspection of vehicles

4.22. This section should similarly describe the requirements for vehicles to be inspected on entry to the SRA and the arrangements outlined in 4.18.

Access controls on passengers and crew

4.23. Normally only bona fide passengers would be allowed into the SRA. This section should describe where passenger checks are conducted, how and by whom. Typically, this will involve a visual check of the boarding pass against the passenger's travel document at the entry point to the SRA. The section should also include, if applicable, the arrangements for passengers with home-printed boarding passes which may need to be verified as authentic by the airline. Similarly, passengers in transfer may also be subject to such controls, and the section should identify where, how and who is responsible for conducting them.

4.24. Similarly, only bona fide airline cabin crew on duty would be allowed into the SRA. This section should describe where these checks are conducted, how and by whom. Typically, this will involve a visual check of the crew member's certificate or airline identity card against the crew manifest at the entry point to the SRA. Procedures for deadhead crew, if different, should also be addressed in this section.

Separation of screened and unscreened passengers

4.25. This section should describe how separation of screened and unscreened passengers is accomplished and which organization is responsible for ensuring that there is no mixing.

Screening of passengers, crew and cabin baggage

Authority and responsibility

4.26. This section should identify the authority under which passengers are subject to screening (i.e., legal provision or with implied consent as an airline condition of carriage) and identify the organization responsible.

Screening of passengers and crew

4.27. This section should describe the following:

- a) location of the passenger screening points and their hours of operation;
- b) requirement for screening;
- c) exemptions from screening (if any);
- d) screening process;
- e) procedures for screening VIPs or passengers with special needs;
- f) requirements relating to random secondary searches (if any); and
- g) special arrangements (if any) relating to the screening of crew.

Screening procedures

- 4.28. This section should contain a general description of the screening process covering passengers, VIPs, passengers with special needs and cabin baggage. Typically this would include:
- a) purpose of screening and searching;
 - b) procedures/standards for screening and hand-searching of all departing passengers and details of the service provider;
 - c) procedures/standards for screening and hand-searching of transfer passengers and details of the service provider;
 - d) list of persons exempted from screening and searching;
 - e) procedures/standards for screening and searching cabin baggage and details of the operator/service provider;
 - f) measures for flight crew, law enforcement and other government agencies.
 - g) treatment of suspect passengers or cabin baggage;
 - h) control of movement of passengers;
 - i) measures for special category passengers;
 - j) procedures if a person refuses to be searched by hand;
 - k) procedures upon discovery of prohibited item(s);
 - l) handling and recording of confiscated items;
 - m) procedures upon discovery of undeclared dangerous goods; and
 - n) special measures for electronic and electrical items.
- 4.29. Some of this information may be deemed to be sensitive and therefore may be contained in SOPs that would have a more restricted distribution. Reference to these SOPs could be made in this section.

Screening equipment

- 4.30. This section should contain a general description of the equipment used in the screening of passengers and cabin baggage. Typically this would include walk-through metal detectors (WTMDs), hand-held metal detectors (HHMDs), conventional X-ray units, explosives detection systems (EDS), explosives trace detection (ETD) systems, or explosives vapour detection (EVD) systems. Sensitive information relating to the calibration, operational serviceability checks and maintenance of this equipment may be contained in SOPs to which reference could be made in this section.

Security staff

- 4.31. This section should describe the staffing levels, positions and rotation of duties at each passenger screening point. More detailed or sensitive information could be contained in SOPs to which reference could be made in this section.

Handling of prohibited items

- 4.32. A list of prohibited items should normally be included in the ASP, possibly as an Appendix.

Control of firearms and weapons

- 4.33. This should describe the national regulations and policy relating to the carriage of firearms and weapons on board aircraft, as well as by persons in the airport. The relevant provisions of the appropriate laws or decrees could be attached as an Appendix. Normally this will be restricted to those categories of persons who need to be armed for official duty purposes and are specially authorized by the government. In the case of firearms or weapons being carried into the cabin of the aircraft, normally this would have to be agreed in advance with the airline and pilot-in-command.
- 4.34. This section should also describe the policy and requirements (where permitted) relating to the carriage of firearms and weapons by in-flight security officers or appropriately authorized law enforcement personnel.
- 4.35. This section should also state the policy and procedure relating to appropriately authorized persons carrying firearms or weapons at the passenger screening point.

Diplomatic pouches and government couriers

- 4.36. This section should cover the policy and requirements relating to the facilitation of diplomatic pouches and government couriers. The policy on who and what may be exempt from screening, and under what circumstances, should be clearly stated.

Persons being transported under legal or administrative control

- 4.37. This section should describe the policy and requirements relating to passengers travelling under legal or administrative controls. This would include, for example, prisoners under escort, and deportees and inadmissible passengers. Typically this would include a requirement for more stringent screening together with special arrangements with the airline for boarding and in-flight service.

General aviation passengers and crew

- 4.38. This section should state whether passengers and crew travelling on general aviation aircraft are required to be screened. Generally, if such passengers and crew are processed in the same way as airline passengers and crew, they will be subject to the same requirements. However, in airports where there are separate facilities for processing general aviation traffic, the requirements may be different.

Screening of hold baggage

Authority and responsibility

- 4.39. This section should state the authority to require hold baggage to be screened and which organization is responsible for conducting the security screening measures. Where legal authority is not expressly provided, the baggage may be screened as a contractual condition of carriage between the airline and the passenger.

Screening process

- 4.40. This section should provide general information regarding the screening process which typically would include the:
- a) purpose of the security measures;
 - b) location of primary and secondary screening;
 - c) process and procedures for screening originating hold baggage (e.g., pre-check-in in the terminal, at check-in or downstream using an in-line screening system);
 - d) process and procedures for screening transfer hold baggage;
 - e) process and procedures for screening out-of-gauge baggage;
 - f) process to ensure that bags are identified as screened;
 - g) measures to protect hold baggage from the point of acceptance until loading onto the aircraft; and
 - h) process and measures to protect hold baggage screened off-airport or at curb check-in.
- 4.41. More detailed and sensitive information relating to the screening procedures may be contained in SOPs to which mention could be made in this section. This would include information relating to the:
- a) type of system used (EDS, ETD, EVD, manual, conventional);
 - b) procedures for clearing suspect items;
 - c) procedures for screening accompanied baggage;
 - d) procedures for screening mishandled, unaccompanied and rush baggage;
 - e) procedures for screening crew baggage;
 - f) procedures for identifying prohibited items and dangerous goods;
 - g) special measures for electronic and electrical items;
 - h) exemptions (if any) from the screening requirement; and
 - i) action to be taken on discovering weapons or explosive devices.

Screening equipment

- 4.42. This section should contain a general description of the equipment used in the screening of hold baggage. This might include the type and model of conventional X-ray, EDS, EDT or EVD units used. Sensitive information relating to the calibration, operational serviceability checks and maintenance of this equipment may be contained in SOPs to which reference could be made in this section.

Security staff

- 4.43. This section should describe the staffing levels, positions and rotation of duties at each screening location. More detailed or sensitive information could be contained in SOPs to which reference could be made in this section.

Passenger and hold baggage reconciliation

4.44. The reconciliation of passengers and hold baggage is normally an airline responsibility. Therefore the details of the process and procedures would be provided in the airline operator security programmes. However, a general statement covering the responsibility and process could be provided in this section. If the airport provides the system or otherwise facilitates the process, further information could be provided, with reference to SOPs as appropriate.

Protection and supervision of the baggage make-up area

4.45. The baggage make-up area should normally be defined as part of the SRA and be protected by measures described earlier in this part of the ASP. However, additional measures specifically for the baggage make-up area will normally be required to mitigate the risk of unlawful interference with hold baggage. These measures should be described in this section.

Unclaimed or unidentified hold baggage

4.46. This section should identify the organization responsible for processing unclaimed or unidentified hold baggage. It should also describe the requirements relating to the screening and storage of such baggage pending disposal.

Screening of goods for sale or distribution

Authority and responsibility

4.47. This section should state the authority to require goods for sale or distribution within the SRA to be screened and which organization is responsible for conducting the security screening measures.

Screening process

4.48. This section should provide general information regarding the screening process, which typically would include the requirement and purpose of the security measures, the location(s) where the screening may take place and hours of operation.

4.49. More detailed and sensitive information relating to the screening procedures may be contained in SOPs to which mention could be made in this section. This would include information relating to the:

- a) type of system used (EDS, ETD, EVD, manual, conventional);
- b) procedures for clearing suspect items;
- c) procedures for screening over-sized items;
- d) special measures for electronic and electrical items,
- e) exemptions (if any) from the screening requirement, and
- f) action to be taken on discovering weapons or explosive devices.

Known suppliers

- 4.50. If the airport operates a "known supplier" programme, the details of it should be provided in this section. This information should include the qualifications of the suppliers; certification process; the minimum security measures to be taken by the supplier; and the means for auditing these arrangements.

Bonded goods

- 4.51. The screening requirements or security controls that are required for bonded goods entering the SRA should be stated here. In the section should also describe in general terms the recovery processes for such bonded goods and the measures applied prior to and on entry to the SRA.

Air cargo and mail

Responsibilities

- 4.52. The NCASP should stipulate which entities have responsibility for ensuring the security of air cargo and define those responsibilities. This policy statement should be reproduced in this section. Normally, the policy will distinguish among the supply chain security measures that may be implemented through a regulated agent programme the responsibilities of the commercial air transport operator, the responsibilities of the cargo terminal operator, and the responsibilities of the airport operator.
- 4.53. If the airport is responsible for screening or other security measures related to cargo and mail, then these should be described here. If another entity, such as the commercial air transport operator, regulated agent and/or known shipper/consignor is responsible for cargo/mail related security measures, then these responsibilities may be referred to in this section.
- 4.54. If entities other than the airport operator are responsible for cargo and mail security measures, then a summary of the following may be included in this section:
- a) source giving legal authority for security measures;
 - b) locations (and hours of operation) where cargo may be processed at the airport;
 - c) list of all major cargo handlers;
 - d) commercial air transport operators' specific responsibilities;
 - e) regulated agent programme requirements and processes;
 - f) the criteria for known shippers/consignors as required by regulations and the NCASP and
 - g) the security measures for trans-shipments (e.g., interline/transfer items) of cargo.

Access and protection of air cargo and mail in the airside

- 4.55. This section should describe the requirement and responsibility for ensuring that only authorized cargo and mail are permitted into the airside. It should also describe the measures taken to enforce this requirement. This section should also stipulate

the responsibility for the protection of the cargo and mail once inside the airside area. Normally this will be the responsibility of the commercial air transport operator that is contracted to transport it.

Security of catering supplies and stores

- 4.56. This section should specify the organization(s) responsible for ensuring the security and integrity of catering supplies and stores intended for transportation on aircraft. It should provide a general description of the required security measures to be implemented at the caterer's premises and the protection of such supplies en route to the aircraft. Reference may be made to security programmes maintained by the caterers and the commercial air transport operators.
- 4.57. This section should also describe any special access or security control arrangements for catering supplies and stores to the airside area and the checks that are conducted prior to their entry to the SRA.

Security of aircraft

- 4.58. This section should specify responsibilities in relation to protecting aircraft. Normally this will be the responsibility of the commercial air transport operator. If the aircraft is parked inside the SRA it should enjoy a higher level of protection by virtue of the SRA measures. If the aircraft is parked outside the SRA then additional measures may be required and these should be covered here.
- 4.59. This section should also describe additional control measures that may be implemented in circumstances where an aircraft is towed into the SRA from an area outside the SRA. The purpose of these measures would be to ensure that only authorized persons are on board the aircraft and that, where required, they are screened.

5. PART IV: RESPONSE TO ACTS OF UNLAWFUL INTERFERENCE

This section should be based on the contingency planning requirements described in Volume V of Doc 8973. This section should therefore refer to the airport contingency plan, which could either be incorporated into the ASP as an Appendix or remain as a stand-alone document.

6. PART V: TRAINING

- 6.1. This section should be based on the training requirements described in Volume II of Doc 8973. An overview of the training programme could be provided, which would include (as a minimum) the following categories:

Security awareness training

- 6.2. This section should provide general information which typically would include:
- a) responsibility for delivering the training;
 - b) requirements for staff to attend initial training;
 - c) duration and frequency of recurrent training;

- d) methods of delivering the training (e.g., classroom, computer-based, web-based);
- e) syllabi; and
- f) record of attendance-keeping.

Security training

- 6.3. This section should identify the different security functions (e.g., airport security manager, guards, Screeners) and for each specify the training, certification and authorization requirements. More details could be contained in an Appendix. This section should also address the details of the screener certification programme.

Pre-employment verification and background checks

- 6.4. This section should contain information on the airport's methods of conducting pre-employment verification of prospective new employees, including background checks, and should be provided in the ASP in line with Volumes II and IV of Doc 8973. More detailed and sensitive information could be contained in SOPs to which reference could be made.

7. PART VI: QUALITY CONTROL: SUPERVISION AND PERFORMANCE MONITORING

The appropriate aviation security authority may, through regulations and/or the NCASP, require airports to develop, implement and maintain a quality control programme for their operations. Guidance on this subject can be found in Volume II of Doc 8973. A summary of the quality control measures should be included in this section, with reference to the quality control programme as either a stand-alone document or an Appendix.

8. APPENDICES

Appendices provide a useful place to record additional information or copies of documents which could not be included in the body of the main document. These would include,

- a) maps and plans;
- b) copies of legislation or regulations,
- c) procedures,
- d) technical information,
- e) subordinate programmes; and
- f) specimens (e.g. airport passes)

14.5 Annexure V - Application Formats for DGCA

ATTACHMENT -I

FORM CA 93 (A)
APPLICATION FOR AERODROME SITE APPROVAL
(In triplicate)

1.	DETAILS OF APPLICANT	
1.1	Full name of applicant (in capital letters)	
1.2	Address of applicant (in capital letters)	
1.3	Telephone Number(s)	
	Fax Number	
	Email/ Telex number	
1.4	Nationality of the Applicant	
2.	DETAILS OF AERODROME SITE	
2.1	Place name by which the aerodrome is to be known in all future references	
2.2	Name and Address of the owner of Aerodrome	
	Telephone Number	
	Fax Number	
	Email / Telex Number	
2.3	Location of the aerodrome site with reference to the nearest airport, railway station and town/village	

- 2.4 State / District in which situated
- 2.5 Latitude / longitude of the Aerodrome reference point
- 2.6 Grid reference in WGS 84
- 2.7 Elevation of the Aerodrome reference point (AMSL)

3. CONTROL OF THE AERODROME

Are you the owner of the aerodrome land

IF NO - Please state: YES NO

- 3.1 Details of the rights you hold over the land (Attach copy of relevant document)

- 3.2 The period for which you hold these rights, including terminating date

FROM	TO	TERMINATION
<input type="text"/>	<input type="text"/>	<input type="text"/>

4. PERMISSIONS AND APPROVALS REQUIRED

	Whether Submitted	Details /Action
taken		
4.1 Ministry of Defence	YES <input type="checkbox"/> NO <input type="checkbox"/>	<input type="text"/>
4.2 Ministry of Environment and Forests, Government of India	YES <input type="checkbox"/> NO <input type="checkbox"/>	<input type="text"/>
4.3 Owner of the land	YES <input type="checkbox"/> NO <input type="checkbox"/>	<input type="text"/>
4.4 Local authority such as Municipal Corporation / committee or urban land development board/ authority of the State or its Country and Town Planning Department.	YES <input type="checkbox"/> NO <input type="checkbox"/>	<input type="text"/>

5. TOTAL LAND AREA AVAILABLE

Details

- 5.1 Dimensions
(Enclose layout plan of the aerodrome site, including boundary, buildings and facilities proposed to be provided,

- preferable scale
1:25000-15000)
- 5.2 Enclose a topographical map in the scale of 1:25,000 or 1:50,000 of the proposed area showing distances and heights of all objects likely to interfere with the safe use of the aerodrome within a radius of Kms of the proposed site. (*5Km for VFR/ 15 Kms for IFR operations)
6. **METEOROLOGICAL INFORMATION** (Attach data from recognized organization for a reasonable period as available.)
- 6.1 Wind speed/ direction data and wind rose diagram.
- 6.2 Rainfall data
- 6.3 Aerodrome Reference temperatures
7. **AERODROME ACTIVITIES**
- 7.1 State category of aerodrome proposed as defined in Aircraft Rules 1937? PUBLIC USE PRIVATE USE
- 7.2 State aerodrome reference code. (As per CAR Series-B, Part 1, Table 1-1) CODE NUMBER CODE LETTER
8. **EXPLAIN ARRANGEMENTS FOR**
- 8.1 Accessibility to site
- 8.2 Water supply
- 8.3 Electric power
- 8.4 Medical facilities
9. **DETAILS OF AGENCY LIKELY TO EXECUTE THE WORK / CONSULTANT**
- 9.1 Name of the Agency (Attach qualification, experience & their quality assurance system)
- 9.2 Do you propose to engage consultant for the project (if yes, furnish details) YES NO
- 9.3 Whether project report is prepared (if yes, please enclose the report) YES NO

I hereby certify that the forgoing information is correct in every respect and no relevant information has been withheld.

SIGNATURE OF APPLICANT

DATE.....

NAME.....

(in capital letters)

POSITION HELD

(with official seal)

(Application not completed in all respect and not accompanied with relevant enclosures is likely to be rejected)

FORM CA 96 (A)
APPLICATION FOR AERODROME LICENCE
(In triplicate)

1. DETAILS OF APPLICANT (as required to be shown on the licence)

1.1	Full name of applicant (in capital letters)	
1.2	Address of applicant (in capital letters)	
1.3	Telephone Number(s)	
	Fax Number	
	Email/ Telex number	
1.4	Nationality of the Applicant	

2. DETAILS OF AERODROME SITE (as required to be shown on the licence)

2.1	Place name by which the aerodrome is to be known in all future references	
2.2	Name and Address of the owner of Aerodrome	
	Telephone Number	
	Fax Number	
	Email / Telex Number	
2.3	Location of the aerodrome site with reference to the nearest airport, railway station and town/village	
2.4	State / District in which situated	
2.5	Latitude / longitude of the Aerodrome reference point	_ _ " _ ' _ ? _ _ ? N _ _ " _ ' _ ? _ _ ? E
2.6	Grid reference in WGS 84	

(attach a survey map, scale :10,000 showing by means of broken line the exact boundaries of the aerodrome)

2.7 Elevation of the Aerodrome reference point (AMSL) Feet (meter)

2.8 Orientation and length of runway (s) (in feet and meter)

3. In case of private aerodrome, indicate the purpose for which the aerodrome will be used e.g. joy rides, air displays, miscellaneous instructional flying, private flying etc.

Whether your own aircraft only Will use the aerodrome YES NO

or

do you propose to use the aerodrome by own aircraft as well as other aircraft ? YES NO

If use by others aircraft, state whether prior permission or notice is required. YES NO

3.3 Is a licence for NIGHT USE/ ALL WEATHER required? YES NO

3.4 If the answer to 3.3 above is YES, Please provide details of proposed lighting along with the lighting plan.

3.5 Please provide details of proposed CNS-ATM facilities.

3.6 Please provide details of proposed MET facilities;

- 3.7 Please give details of other proposed aviation activities (for example gliding, parachuting, micro lights).

--

- 3.8 Type and maximum total weight of the largest / heaviest aircraft for which the aerodrome is designed, including overall length and maximum fuselage width.

TYPE	
WEIGHT	
LENGTH	
WIDTH	

4. CONTROL OF THE AERODROME

Are you the owner of the aerodrome land

IF NO - Please state: YES NO

- 4.1 Details of the rights you hold over the land (Attach copy of relevant document)

--

- 4.2 The period for which you hold these rights, including terminating date

FROM	TO	TERMINATION

5. PERMISSIONS AND APPROVALS REQUIRED (Attach the attested copies, if not submitted earlier with CA93)

NAME AND ADDRESS OF AUTHORITY DATES AND REFERENCE OF APPROVAL

- | | | |
|-----|--|--|
| 5.1 | Ministry of Defence; | |
| 5.2 | Ministry of Environment and Forests,
Government of India | |
| 5.3 | Owner of the land | |
| 5.4 | Local authority such as municipal
corporation / committee or urban land
development board/authority of the State
or its Country and Town Planning Department. | |

6. AERODROME MANGEMENT PERSONNEL

6.1 Board Member/ Managing Director or person having specific responsibility for safety.

(To be completed only where the applicant is a company/corporate/society)

Name	<input type="text"/>
Status/ Designation	<input type="text"/>
Telephone number	<input type="text"/>

6.2 The person incharge of day to day operation of aerodrome.

(Please enclose a current Curriculum Vitae [CV])

Name	<input type="text"/>
Status/ Designation	<input type="text"/>
Telephone number	<input type="text"/>

6.3 The person responsible for Aerodrome Safety.

If different from 6.2 (Please enclose a current Curriculum Vita [CV])

Name	<input type="text"/>
Status/ Designation	<input type="text"/>
Telephone number	<input type="text"/>

6.4 Provider of the CNS - ATM

Name	<input type="text"/>
Address	

6.5 Provider of the MET services

Name	<input type="text"/>
Address	

6.6 The person responsible for overseeing the day to day provisions of the Air Traffic Management

Name	<input type="text"/>
Status/ Designation	<input type="text"/>
Telephone number	<input type="text"/>

6.7 The person responsible for overseeing the day to day provisions of CNS

Name	<input type="text"/>
Status/ Designation	<input type="text"/>
Telephone number	<input type="text"/>

6.8 The person responsible for overseeing the day to day provisions of RFF

Name	<input type="text"/>
Status/ Designation	<input type="text"/>
Telephone number	<input type="text"/>

6.9 The person responsible for overseeing the day to day provisions of MET services

Name	<input type="text"/>
Status/ Designation	<input type="text"/>
Telephone number	<input type="text"/>

7. AERODROME MANUAL

YES NO

7.1 Is an Aerodrome Manual enclosed with this application? (Ref Rule 81)

7.2 If no please indicate when this is likely to be submitted to DGCA.
(Note: An Aerodrome Licence will not be granted until an acceptable aerodrome Manual has been received by DGCA)

8. DETAILS OF FEES

8.1 Demand draft Number

8.2 Amount

8.3 Date & name of the drawee bank

9. ANY OTHER INFORMATION

I hereby certify that the forgoing information is correct in every respect and no relevant information has been withheld.

(Note: It is an offence to make any false representation with the intent to deceive, for the purpose of procuring the grant of an aerodrome licence)

SIGNATURE OF APPLICANT

DATE.....

NAME.....

(in capital letters)

POSITION
(with official seal)

HELD.....

(Application not completed in all respect and not accompanied with relevant enclosures is likely to be rejected)

ATTACHMENT -III

FORM CA 96 (B)

APPLICATION FOR RENEWAL OF AERODROME LICENCE

1.	Licence Number	
2.	Name of the Aerodrome	
3.	Enclosed a copy each of the last self inspection report and calibration report of 'Navigation and Landing aids'.	
4.	Enclose the Aerodrome Licence in original	
5. DETAILS OF RENEWAL FEES		
5.1	Demand draft Number	
5.2	Amount	
5.3	Date & name of the drawee bank	

It is certified that no change in the physical characteristics of the aerodrome including the erection of new buildings and alterations to the existing buildings or to visual aids at the aerodrome have been made without prior approval of the DGCA since the issue/ last renewal and approved changes in the aerodrome facilities have been duly incorporated in the Aerodrome Manual wherever necessary.

SIGNATURE OF APPLICANT

DATE.....

NAME.....

(in capital letters)

POSITION

(with official seal)

HELD.....

(Application not completed in all respect and not accompanied with relevant enclosures is likely to be rejected)

ATTACHMENT -IV

SCHEDULE FOR ISSUE OF AERODROME LICENCE

1.	NAME OF THE AERODROME	
----	------------------------------	--

2.	STATE CATEGORY OF AERODROME	PUBLIC USE <input type="checkbox"/> PRIVATE USE <input type="checkbox"/>
----	------------------------------------	--

3.	STATE AERODROME REFERENCE CODE <i>(As per CAR Series-B, Part-1, Table 1-1)</i>	CODE NUMBER <input type="checkbox"/> CODE LETTER <input type="checkbox"/>
----	--	---

4.	AERODROME REFERENCE TEMPARATUR	
----	---------------------------------------	--

5.	AERODROME REFERENCE POINT*	
5.1	Latitude / longitude of the Aerodrome reference point	_ _ " _ ' _ ? _ ? N _ _ " _ ' _ ? _ _ ? E

5.2	Elevation of the Aerodrome reference point (AMSL) Feet (..... meter)
-----	---	------------------------------

(*The data should be determined and certified by qualified person/agency. Attach documentary evidences)

6.	PHYSICAL CHARACTERISTICS				
	RUNWAY DESIGNATION				
6.1	LENGTH				
6.2	WIDTH				
6.3	RWY END ELEVATION ft			
	 m			

6.4	RWY SURFACE				
6.5	ACN/ PCN (attach certificate of correctness and cross-sectional drawing of pavement)				
6.6	FRICTION VALUE attach certificate of correctness)				
6.7	RWY SLOPES				
	i) Longitudinal				
	ii) Transverse				
6.8	RWY SHOULDER				
	i) Width				
	ii) Transverse slope				
	iii) strength				
	iv) surface				
	v) slope-also note sharp shoulders				
6.9	TURNPAD				
6.10	BASIC STRIP				
	i) Width				
	ii) Length				
	iii) Longitudinal slope				
	iv) Transverse				
	v) Grading				
6.11	RESA (Dimensions)				
	i) Length x Width				

	ii) slope				
	iii) strength & grading				
6.12	CLEARWAYS				
	i) Length x Width				
	ii) slope				
	iii) strength & grading				
6.13	STOPWAYS				
	i) Length x Width				
	ii) slope				
	iii) strength & grading				
6.14	TORA				
6.15	TODA				
6.16	ASDA				
6.17	LDA				
NOTE: Attach Drawings of aerodrome showing the details of runways, thresholds, taxiways, aprons, etc.					

7.	DETAILS OF TAXIWAYS (attach separate sheets, if required)				
	TAXIWAY DESIGNATION				
7.1	TAXIWAY STRIP				
7.2	SHOULDER				
7.3	STRENGTH (attach certificate of correctness and cross-sectional drawing of pavement)				
7.4	SLOPE				

8.	APRONS (attach separate sheets, if required)				
	APRONS				
8.1	SIZE				
8.2	STRENGTH (attach certificate of correctness and cross-sectional drawing of pavement)				
8.3	SLOPE				
8.4	NO. OF BAYS				
8.5	AIRCRAFT STAND CLEARANCE				
8.6	ISOLATED AIRCRAFT PARKING POSITION				

9. VISUAL AIDS FOR NAVIGATION (Enclose marking plan for all the runways.)

9.1	MARKINGS on RUNWAYS				
a)	DESIGNATION				
b)	CENTERLINE				
c)	THRESHHOLD				
d)	RWY END				
e)	AIMING POINT				
f)	TOUCHHDOWN ZONE				
g)	SIDE STRIP				
h)	TURNPAD				
i)	HOLDING POSITION, if provided				
j)	MANDATORY INFORMATION				

	MARKING				
k)	INFORMATION MARKING				

9.2	MARKINGS on TAXIWAYS-				
a)	CENTRELINE				
b)	SIDE STRIP				
c)	TWY HOLDING POSITION				
d)	INTERMEDIATE HOLDING POSITION				
e)	INFORMATION MARKING				

9.3	APRONS				
a)	APRON SAFETY LINES				
b)	AIRCRAFT STAND				
c)	INFORMATION MARKING				
	(Attach separate sheet if required)				

9.4	OTHER MARKINGS				
a)	ROAD HOLDING POSITION				
b)	VOR AERODROME CHECK POINT MARKING				
c)	ALTIMETER CHECK POINT				

9.5	LANDING 'T' LOCATION AND COLOUR				
-----	---------------------------------	--	--	--	--

9.6	WIND DIRECTION INDICATOR				
	i) Location				
	ii) colour				
	iii) Swings freely				

9.7	SIGNAL SQUARE (Details of size & signages)				
-----	---	--	--	--	--

9.8	Aerodrome beacons				
9.9	Aerodrome identification beacon				
Note: Attach details of frequency of flashes, code, colour, vertical light distribution, intensity etc.					

10. LIGHTING

10.1	RUNWAYS				
a)	Runway edge lights				
b)	Runway threshold / wing bar lights				
c)	Runway end lights				
d)	Runway Center line lights				
e)	Runway touchdown zone lights				
f)	Runway turn pad lights				
g)	Runway guard lights				
h)	Stopway lights				
i)	Runway threshold				

	identification light				
Note: Attach the details Intensity control provided.					

10.2	TAXIWAYS				
a)	Center line lights				
b)	Edge lights				
c)	Apron taxiway lights				
d)	Road holding position light				
e)	Stop bars				
f)	Intermediate holding position lights				

10.3	APRON				
a)	Flood lighting				
b)	Visual docking guidance system, where provided				
c)	Aircraft stand maneuvering guidance lights				
d)	Lighting of obstacles (Inside aerodrome)				

10.4	Landing-T				
10.5	Wind Direction Indicator				

10.6	APPROACH LIGHTING SYSTEM				
a)	RUNWAYS				

	Simple approach lighting system				
	Precision approach light (Category)				
b)	Lead-in lights				

10.7	Emergency lighting/ Secondary Power Supply to meet the type of operation and switch over time				
------	--	--	--	--	--

Note: Enclose lighting plan for all lighting system and certify that they are meeting the respective requirements of intensity, coverage etc.

11. VISUAL APPROACH SLOPE INDICATOR SYSTEMS

	RUNWAYS				
11.1	PAPI SYSTEM				
11.2	SLOPE angles of				
11.3	CALIBRATION Date (attach calibration certificate)				

12. SIGNAGES

12.1	Mandatory instruction signs				
a)	No entry				
b)	Runway designation				
c)	Runway holding position				
d)	Cat-I, II or III holding position				
e)	Road holding position				
f)	VOR check point sign				

12.2	Information signs				
a)	Runway exit sign				
b)	Intersection take off sign				
d)	Location and direction sign				

12.3	Aerodrome identification sign				
12.4	Aircraft stand identification signs				

13. OBSTACLE LIMITATION SURFACES

Enclose obstacle limitation charts including type 'A' chart for the aerodrome including the details of obstructions, which are marked and lighted.

13.1	Objects in operational areas and their frangible type				
a)	Runway Strip				
b)	Stopway				
c)	Clearway				
d)	RESA				

13.2 Obstacles

POSITION OF OBSTACLE	HAZARD TO FLYING	INTERFERENCE TO NAVIGATION AIDS	MARKING OF OBSTACLE

14. RESCUE AND FIRE FIGHTING

14.1	AERODROME CATEGORY	
14.2	NO. OF TRAINED PERSONNEL	
14.3	RFF REQUIPEMENTS REQUIRED AND AVAILABLE	
14.4	AVAILABILITY OF WHETHER RESCUSE EQUIPMENT	
14.5	AVALIABILITY AND POSITION OF HYDRANTS/ WATER RESERVOIRS	

15. GENERAL INFORMATION

15.1	Boundary wall as per BCAS requirements and Security lighting	
15.2	No. of access gate	
15.3	Drainage system	
15.4	Terminal building with capacity and passenger facilities	

16. Documents

16.1	Aerodrome Manual	
16.2	Aerodrome emergency planning	
16.3	Disabled aircraft removal plan	
16.4	Bird hazard reduction plan	
16.5	Apron management service	
16.6	Aerodrome vehicle operations	
16.7	Surface movement guidance and control systems	

17. Compliance status of Civil Aviation Requirements

Provide a list of compliances of Civil Aviation Requirements applicable in respect of this aerodrome. Submit a list of deviations from Requirements in respect of the aerodrome if any.

I hereby certify that the forgoing information is correct in every respect and no relevant information has been withheld.

SIGNATURE OF APPLICANT

DATE.....

NAME.....

(In capital letters)

POSITION HELD (with official seal)

- Note:
1. Application not completed in all respect and not accompanied with relevant enclosures is likely to be rejected.
 2. The application shall be signed by the owner of the company. In case of any other person authorized by the owner, authorization should be attached with the application.
 3. It is an offence to make any false representation with the intent to deceive, for the purpose of procuring the grant of an aerodrome licence.

ANNEXURE-1

INFORMATION ON THE AIRPORT SERVICES

1. CUSTOMS/IMMIGRATION/HEALTH (IN CASE OF INTERNATIONAL AIRPORT)

Information on these facilities at the airport should be provided by the concerned aerodrome managements, which shall include information about the number of counters for customs, immigration and health-clearance of passengers.

Health facilities in accordance with the requirements of the Aircraft (Public Health) Rules 1954 shall be established. Information on the facilities provided at the airport including the number of Health Counters available, First Aid facilities, Ambulance and doctors available shall be given. Details of the quarantine facilities for plant, animal and human shall also be included.

2. SECURITY

Procedures for security check of passengers and their hand baggage inside the terminal building and the system/ procedure for checking the entrance of passengers, visitors and other pre boarding anti hijacking check should be formulated normally in accordance with the standards and recommended practices of Annex 17 of ICAO and the instructions of the BCAS and Home Ministry Circulars. Arrangements for guarding the vital installations at the airport serving the ATC Services and other Navigation and Landing Aids. Security coverage shall be in accordance with ICAO requirements as well as that of Ministry of Home Affairs. Information on the following shall be provided:

- i. System of checking passenger entry and visitors inside the terminal building.
- ii. Provision of anti hijacking control room and facilities provided therein.
- iii. Availability of;
 - a) Hand held metal detectors,
 - b) Door frame metal detector,
 - c) X-ray machine for screening hand baggage and Checked-in baggage
 - d) Dog squad,
 - e) Bomb disposal unit,
 - f) Isolation bay,
 - g) Cooling Pit.

3. PASSENGERS /VISITORS

Give particulars of the following or any other accommodation provided for passengers and the pilots stating hours open in each case :

- i. Waiting Room
- ii. Lavatories
- iii. Hotel
- iv. Restaurant

- v. Parking of vehicles
- vi. Transport available to and from the Aerodrome (Car, Railways, Omnibus, etc.)

4. **CARGO HANDLING**

Information on cargo handling facilities, such as existence of a separate cargo terminal, annual/ peak hour cargo handling capacity, separate cargo bays and warehousing facilities.

ANNEXURE- 2

FACILITIES FOR AIRCRAFT

1. REFUELLING

Information on physical location of the fuel tanks, their capacity and the type of refuelling facility - hydrant or bowser particularly from the view point of safety of terminal building and other adjoining facilities should be given. The names and addresses with Telephone No. of the agencies having AFS at the aerodrome shall also be given.

Safety precautions/ measures to be taken during refuelling at an AFS as well as the emergency procedures for handling AFS fires shall also be established.

2. ACCOMODATION

- i. Facilities for picketing aircraft in the open.
- ii. State in respect of hangers, if available
 - a) Length
 - b) Breadth
 - c) Head room (door height)
 - d) Width of doorway
 - e) Structure (material)
- iii. Hanger accommodation normally available to visiting aircraft

ANNEXURE- 3

MINIMAL FACILITIES FOR SAFETY OF AIRCRAFT OPERATIONS

In so far as the aerodrome is open for public use of aircraft for carrying passengers for hire and reward, at least the following Navigational Aids and Visual Aids shall be provided:

A. FOR TURBO-PROP OPERATION BY DAY

- 1) Non-Directional Beacon (IAL procedure for IFR flights.)
- 2) ATS by qualified personnel.

B. FOR JET AIRCRAFT OPERATION BY DAY

- 1) VOR with IAL procedure for navigational and landing assistance.
- 2) VAST/PAPI. for visual guidance on approach.
- 3) ATS by qualified personnel.

C. FOR OPERATIONS BY NIGHT

In addition to the aids mentioned in A & B above, lighting systems appropriate to the category of aerodrome operations should be provided to support night operations, including lighting of significant obstacles..

Where the terrain conditions or the weather conditions so demand, installation of Instrument Landing System would also be one to support scheduled Jet aircraft operations.

ATTACHMENT -V

SCHEDULE OF INSPECTION FOR RENEWAL OF AERODROME LICENCE

Name of Aerodrome : _____

Date of Inspection : _____

1) General:

- a) Latitude and Longitude
- b) Local Land Marks

2) Physical Characteristics:

- a) Availability of current AIC (s) /Drawings showing the details of runways, displaced thresholds, taxiways, aprons, etc.
- b) Declared Distances for each runway
- c) The condition of the runway surface.
 - i. Cracks
 - ii. Hole
 - iii. Spalling
 - iv. Bump
 - v. Low spot
 - vi. Debris
 - vii. Vegetation growth in tracks
- d) Details of obstructions;
 - i. along the border of the landing area
 - ii. surrounding the aerodrome
- e) undulation or other possible obstacles
- f) The general slope of the ground
- g) Pavement Lip
- h) Operational fence/walls and the cattle nuisance
- i) Is the aerodrome liable to be unserviceable after rain.
- j) Adequacy of the curves provided at the Junction of runways and taxiways
- k) Any special precautions necessary when approaching or taking-off and the conditions under which precautions are necessary.

- l) Mention any physical features in the vicinity which might cause the formation of down drafts or eddies.
- m) Status of visual ground aids.
- n) Availability of space for air-conditioning, power units, trestles, ladders and ramp equipment etc.
- o) Apron discipline
- p) ATC/ follow-me jeep availability and serviceability or RT.
- q) Display of Sign boards.
- r) Check whether openable gates are available at both ends of runway in take-off and approach direction.
- s) Check whether cooling pit is provided at suitable location for keeping suspected items
- t) Check whether isolation bay is provided for aircraft under Bomb -threat.

3) Safety Areas:

- a) Any hazardous ruts/ humps/ erosion/ depression or variation from the normal smooth surface.
- b) Ensure that there is no object in the safety area except for those that are required because of their function, such as runway light sign or navigational light)
- c) Drainage/Construction
- d) Objects/Frangible base
- e) Ensure that manhole and hand hole covers are at grade levels and mounts for light fixture are at grade levels.

4) Markings and Signs:

- a) Check markings for correct colour coding, peeling, blistering, chipping and fading.
- b) Check signs to ensure they are of the correct colour coding, easy to read and that all lights are working and not obscure by vegetation, dirt snow etc.

- c) Check all taxi way hold position markings and runway designation signs are in good condition, clearly visible and the sign lights are working.
- d) Check signs to ensure they are frangibly mounted.
- e) Check that the signs are not missing and they have correct legend and orientation with no broken panels.

5) Lighting:

Check to ensure that the following are operable if installed, and that the optical systems are not obscured by vegetation or deposits of foreign material.

- a) Runway and taxiway edge lights.
- b) Apron edge lights.
- c) Runway centre line and touched down zone lights.
- d) Taxiway centre line lights.
- e) Guidance signs
- f) Flood lights.
- g) Obstruction lights.
- h) Lightning in fuel storage area
- i) Details of aerodrome obstructions lighted with fixed red light or other form of lighting.
- j) Are portable red lights available for marking obstructions on the landing area immediately by nights.
- k) Are lights available for marking runways.
- l) Ensure that runways and taxiway lights and runway threshold lights are the proper colour and are oriented correctly.
- m) Check the lights are functioning properly through the manual or radio control features and that photocell controls function properly.

6) Navigational Aids:

- a) Check the segmented circle is clear of vegetation and that it can be seen easily from the air.
- b) Check the airport rotating beacon is visible and working properly.
- c) Check the wind cone to ensure that it swing freely and, if lighted, that all lights are operating.
- d) Check the Runway End Identifier Lights (REIL's) are mounted on frangible couplings.
- e) Check visual glide slope Indicators (VASI's, or PAPI's) to ensure that their lights are working and mounted on frangible couplings. Also check the lights are not obscured by vegetation or any other obstruction.
- f) Check the date of last ground calibration and flight calibration of Visual Glide Slope Indicators.
- g) Check calibration found within limits, if not give details.

7) Maintenance of Navigational aids:

Check whether the records of proper maintenance has been maintained with respect to all Navigational facilities/ equipments including last calibration result

- a) Instrument landing system;
 - a. Glide path
 - b. Localizer
- b) DVORNOR
- c) DME
- d) NDB
- e) Outer marker
- f) Inner marker
- g) Radar

8) Air Traffic Control:

- a) General tidiness, serviceability of Air conditioners and presentation of the Air Traffic Service Units.

- b) Availability of the relevant ICAO documents, DARA Circulars, AIC's, Notams, Air Safety Circulars etc.
- c) Display of landing and instrument approach charts
- d) The Duty officer's log book.
- e) The operation of ATS units and provision of Air Traffic Services.
- f) Availability of updated instructions regarding Search and rescue and Air Safety Circulars to deal with the situation in the event of aircraft accident/incident.
- g) Display of the list of medical practitioners, who would be available in case of an emergency, together with their addresses and telephone numbers in the Control Tower

9) Communications:

Check the following:-

- a) Serviceability/reliability status of navigation aids.
- b) Serviceability/reliability status of air/ground communication facilities (VHF, HF etc.).
- c) Inter-Unit communication and adequacy thereof.
- d) Direct speech circuit for serviceability and reliability.
- e) Last date of ground /air calibration of Navigation and air /ground communication equipment and the date when next due.
- f) Check quality or recording.

10) Meteorology:

- a) Check the services provided and their adequacy.
- b) Check whether Met reports are received expeditiously by A.T.S. unit.

11) Obstructions:

- a) Check construction underway on or near the airport that could affect aircraft operations.

- b) Check if the construction equipment especially tall cranes etc being used at construction sites are forming any obstruction.
- c) Check obstructions are properly marked and lighted.

12) Fuelling Operations:

- a) Check the location of Aviation Fuel Station (AFS) vis-à-vis Terminal building and other installations.
- b) Check the AFS including security, fire protection, general house keeping fuel dispensing facilities and procedures.
- c) Check grounding clips and cable to ensure they are available in good condition.
- d) Check to ensure that the appropriate signs for the AFS are installed and that all gates are capable of being closed and locked.
- e) Check the AFS is clean, not littered with debris, vegetation is not growing in or around the area, and presence of any flammable material
- f) Check the "NO SMOKING" Sign are prominently displayed at various places in the AFS.
- g) Check whether any fire in the AFS is likely to endanger the Terminal Building and other installations.

13) Construction:

- a) Check the following level of safety is maintained under construction activities on the airport.
- b) Check stockpiled materials and construction materials are properly stored to keep them from being moved by wind, jet blast or prop wash.
- c) Check all construction adjacent to movement area to ensure areas are identified with conspicuous markings and lightning.

- d) Check heavy construction equipment (such as bull dozers, cranes, etc.) are marked and lighted and parked clear of the safety areas.
- e) Check to determine that stockpiles and stores equipment are not left in the safety area.
- f) Check to ensure that debris and foreign objects are continuously being picked up around construction.

14) Aircraft Rescue and Fire Fighting:

- a) Check aircraft rescue and fire fighting equipment availability.
- b) Check all required fire-fighting trucks are in operable condition and adequate crews are available.
- c) Check to ensure communication systems are operable.
- d) Check the adequacy of the fire fighting agents on hand.
- e) Check the crew are familiar with the aircraft emergency exits.
- f) Check the fire station has lay out of the aircraft operating to and from the airport showing location of doors, engines and emergency evacuation from aircraft.
- g) Check Ambulance has all necessary First Aids facilities and medicines within prescribed life.
- h) Check adequate communication facilities exists for direct communication between fire station, watch tower and ATC.
- i) Check adequate communication facilities exists to communicate in an emergency from watch tower to fire crew.
- j) Check whether public address system is available.
- k) Check whether static water tank with water available indicate capacity.
- l) Check the position of fire hydrants.

- m) Check grid map displayed in fire station, control tower and each CFT
- n) Check whether RT is fitted in each crash fire tenders.

15) Public Protection:

Check gates, fencing, locks etc. for security.

16) Accommodation:

- a) Watch Hours and arrangements outside these hours.
- b) Facilities for picketing aircraft in the open.
- c) Check in respect of each hangers.
- d) Pigeon proofing.
- e) Adequacy of fire extinguishers provided.

17) Medical Facilities:

- a) Check the nature of the medical facility available.
- b) Check the arrangements for dealing with injuries.
- c) Check the nature of the 'crash' equipment provided.
- d) Check the availability of the doctor.

18) Local regulations etc.:

Check particulars of any restrictions on flying in the neighbourhood of the aerodrome.

19) Wild Life Hazard:

- a) Check any wild life such as large flocks of birds or animals hazards on or adjacent to the airport.
- b) Can animals stray or grazed on the landing area? If so what are the arrangements available for clearing the landing or grazing of animals.
- c) Check the height of the grass on the side strip.

20) Passenger facilitation:

Check whether the all passenger facilities are available and properly maintained:

- a) Seating arrangement in terminal building including sterile area.
- b) Arrangement and availability of drinking water.
- c) Availability of snack bar/Restaurant.
- d) Proper maintenance of Toilets/Dustbins.
- e) Availability and serviceability of Public telephone booth/STD/ISD.
- f) Availability and serviceability of PA system.
- g) Proper positioning of serviceable fire extinguisher in Terminal building including appropriate signage of fire points & escape routes in emergency.
- h) Adequacy of sign board.
- i) Complaint book with Terminal manager & action taken on these complaints.
- j) Availability of Tourist Information Centre/ Inquiry counter/Assistance booth
- k) Adequacy and serviceability of X-ray baggage system/HHMD/Conveyer belt/Escalator.
- l) Air conditioners, ventilation, emergency exits.
- m) Adequacy of counters and weighing machines and their last calibration done.
- n) Flight information display adequacy
- o) Availability of vehicle parking stand.

21) Recommendations:

- a) What type of aircraft do you recommend that this aerodrome should be licenced for use?
- b) What is the maximum number of aircraft that you recommend should be permitted to operate from this aerodrome at the same time.

14.6 Annexure VI - Standard Application Formats

a. Standard Application Format for Bureau of Civil Aviation and Security

Application Format for Bureau of Civil Aviation Security

The letter is to be submitted by the Airport Operator on the Company/SPV Letterhead.

Date:

Place:

To,

The Commissioner of Security

Bureau of Civil Aviation Security

3rd Floor, A wing, Janpath Bhawan

Janpath

New Delhi - 110001, India

Ph: 011-23717174

Fax: 011-23389286

Dear Sir,

Ref: Development of a Greenfield Airport at _____

This is to inform you that we, (Name of the Airport Operator) are developing a Greenfield Airport at (location and address) and have been provided an in-principle approval via letter dated (DD-MM-YY) from Ministry of Civil Aviation. (The letter has been appended with this letter for your reference)

We understand that Bureau of Civil Aviation Security provides and regulates multiple services at the airport for which the department requires space at the airport for operational purposes. It is therefore requested to kindly provide us the details of space, infrastructure and equipment that shall be provided and required at the airport from civil aviation security point of view.

A detailed project report that covers the size, traffic estimation and other details which includes security infrastructure and equipments has been appended with this letter.

We also request you to kindly depute an officer/team of officers to visit the site for security vetting purposes.

Thanking you,

Yours sincerely,

For and on behalf of : *(here enter the name of the Airport Operator)*

Signature : *(Authorized Representative and Signatory)*

Name of the Person :

Designation :

b. Standard Application Format for Indian Meteorological Department

Application Format for Indian Meteorological Department

The letter is to be submitted by the Airport Operator on the Company/SPV Letterhead.

Date:

Place:

To,

The Director General of Meteorology, Aviation Services

Indian Meteorological Department

Mausam Bhawan, Lodhi Road

New Delhi, India

Dear Sir,

Kind Attention: DDGM (Aviation Services)

Ref: Development of a Greenfield Airport at _____

This is to inform you that we, (Name of the Airport Operator) are developing a Greenfield Airport at (location and address) and have been provided an in-principle approval via letter dated (DD-MM-YY) from Ministry of Civil Aviation. (The letter has been appended with this letter for your reference)

We understand that we require getting into an agreement with the Indian Meteorological Department which provides meteorological services at the airport. It is therefore requested to kindly provide us the agreement and other details such as space, infrastructure, manpower and equipment that shall be provided and required at the airport, so that adequate allocation could be made while planning and developing the airport.

A detailed project report that covers the size, traffic estimation and other details of the Project has been appended with this letter.

Thanking you,

Yours sincerely,

For and on behalf of : *(here enter the name of the Airport Operator)*

Signature : *(Authorized Representative and Signatory)*

Name of the Person :

Designation :

- c. Standard Application Format for Central Board of Excise and Customs, Department of Revenue

Application Format for Central Board of Excise and Customs, Department of Revenue

The letter is to be submitted by the Airport Operator on the Company/SPV Letterhead.

Date:

Place:

To,
The Commissioner of Customs
Central Board of Excise and Customs,
Department of Revenue,
Ministry of Finance
Room # 159 A, 1st Floor
New Delhi, India
Ph: 011-23093908
Fax: 011-23093908

Dear Sir,

Ref: Development of a Greenfield Airport at _____

This is to inform you that we, (Name of the Airport Operator) are developing a Greenfield Airport at (location and address) and have been provided an in-principle approval via letter dated (DD-MM-YY) from Ministry of Civil Aviation. (The letter has been appended with this letter for your reference)

We understand that Central Board of Excise and Customs, Department of Revenue provides custom services at the airport for which the department requires space at the airport for operational purposes.

Please find below are the details.

<i>Complete all sections of this form</i>	
A	Location of the Airport

1	Name of the Airport		
2	Address		
		YES	NO
3	Airport is licenced	<input type="checkbox"/>	<input type="checkbox"/>
B	Operated by		
1i	Airports Authority of India	<input type="checkbox"/>	<input type="checkbox"/>
1ii	If operated by AAI, then:		
	Self or	<input type="checkbox"/>	<input type="checkbox"/>
	Public Private Partnership Model	<input type="checkbox"/>	<input type="checkbox"/>
1iii	Airport Company	<input type="checkbox"/>	<input type="checkbox"/>
1iv	Other (explain)		
2i	Name of the owner		
2ii	Address		
3i	Name of the operator		
3ii	Address		
4i	Name of the Manager		
4ii	Address		
C	Operation Data		
1	Certificate/permit currently held by the applicant (A certified copy to be attached)		
2	Attach a complete financial statement of the applicant duly certified by C.A.		
D	Space requirement for the department at the arrival side of the Airport		

		YES	NO
1	Space for Customs control at walkthrough channel	<input type="checkbox"/>	<input type="checkbox"/>
2	Space for Customs control at baggage examination counters in Green/Red channel	<input type="checkbox"/>	<input type="checkbox"/>
3	Rest room for officers	<input type="checkbox"/>	<input type="checkbox"/>
4	Has it been ensured that there is no hindrance /structure between the belts and customs examination tables so that the passengers & baggage can be viewed fully	<input type="checkbox"/>	<input type="checkbox"/>
5	Sufficient space between table so that examination of the baggage could be carried out freely	<input type="checkbox"/>	<input type="checkbox"/>
6	Space for Commissioner of Customs including PA's room	<input type="checkbox"/>	<input type="checkbox"/>
7	Space for Joint Commissioner/Additional Commissioner including PA's room	<input type="checkbox"/>	<input type="checkbox"/>
8	Space for Assistant/Deputy Commissioner shift in charge	<input type="checkbox"/>	<input type="checkbox"/>
9	Space for Assistant/Deputy Commissioner in charge of Prevention (AIU)	<input type="checkbox"/>	<input type="checkbox"/>
10	Space for Assistant/Deputy Commissioners (establishment) who looks after deployment of staff and legal and prosecution aspects	<input type="checkbox"/>	<input type="checkbox"/>
11	Space for Dog squad	<input type="checkbox"/>	<input type="checkbox"/>
12	Space for officers deployment for preventive (AIU)	<input type="checkbox"/>	<input type="checkbox"/>

13	Space for frisking of passengers (separate for male/female)	<input type="checkbox"/>	<input type="checkbox"/>
14	Space for interrogation	<input type="checkbox"/>	<input type="checkbox"/>
15	Space for detained/seized/confiscated goods and mishandled baggage	<input type="checkbox"/>	<input type="checkbox"/>
16	Space for un-accompanied baggage	<input type="checkbox"/>	<input type="checkbox"/>
17	Space for strong room	<input type="checkbox"/>	<input type="checkbox"/>
18	Space for special duty officer and field security officers	<input type="checkbox"/>	<input type="checkbox"/>
19	Space for OOO and Accounts Officer	<input type="checkbox"/>	<input type="checkbox"/>
20	Space for Canteen	<input type="checkbox"/>	<input type="checkbox"/>
21	Space for Commissioner (Appeal's) office	<input type="checkbox"/>	<input type="checkbox"/>
22	Space for Chief Commissioner's office	<input type="checkbox"/>	<input type="checkbox"/>
23	Record room	<input type="checkbox"/>	<input type="checkbox"/>
24	Recreation room	<input type="checkbox"/>	<input type="checkbox"/>
25	Space for Public Relation Officers (PRO/APRO) as they are required to attend to representative of various agencies on regular basis	<input type="checkbox"/>	<input type="checkbox"/>

26	Space for visitor's Waiting Room for the persons/passengers who may have to visit for attending the personal hearing or for any other official purpose	<input type="checkbox"/>	<input type="checkbox"/>
27	Space for a Conference Room for holding meeting with officers of department as well as other agencies	<input type="checkbox"/>	<input type="checkbox"/>
28	Space for Changing Room (separate for Male/Female)	<input type="checkbox"/>	<input type="checkbox"/>
29	Space for Group - 'O' officers including Change Room	<input type="checkbox"/>	<input type="checkbox"/>
E	Space for officers at the departure side fo the Airport		
1	Space for Assistant / Deputy Commissioner shift in charge	<input type="checkbox"/>	<input type="checkbox"/>
2	Space for Assistant/Deputy Commissioner shift in charge of Preventive (AIU)	<input type="checkbox"/>	<input type="checkbox"/>
3	Space for facilitation of passengers at the departure side	<input type="checkbox"/>	<input type="checkbox"/>
4	Space for baggage examination area	<input type="checkbox"/>	<input type="checkbox"/>
5	Space for officers deployed for Preventive (AIU)	<input type="checkbox"/>	<input type="checkbox"/>
6	Space for Dog squad	<input type="checkbox"/>	<input type="checkbox"/>
7	Space for warehouse and strong room	<input type="checkbox"/>	<input type="checkbox"/>
8	Space for frisking of passengers (separate for male/female)	<input type="checkbox"/>	<input type="checkbox"/>
9	Space for changing room for officers (separate for male/female)	<input type="checkbox"/>	<input type="checkbox"/>
F	In case the Greenfield Airport is developed by Airport Company		

1	Whether adequate number of x-ray machines are provided	<input type="checkbox"/>	<input type="checkbox"/>
2	Whether CCTV are installed	<input type="checkbox"/>	<input type="checkbox"/>
3	Whether hand held detectors are provided	<input type="checkbox"/>	<input type="checkbox"/>
4	Whether 'Ion Scans' are installed	<input type="checkbox"/>	<input type="checkbox"/>
G	Certification		
	I / we certify that the statements and information in the application form are complete and true to the best of my knowledge.		
	I / We also certify that I / we shall not reduce the space and facilities provided to Government of India (Gal), or its designated nominee/representative, at the airport without the consent of Gal. In the event of any, further expansion, modernization or redevelopment of or at the airport which involves the movement or reconfiguration of any space or facilities used by Gal or its designated nominees/representative, I / we shall duly inform Gal, and I / we and Gal shall, within a reasonable period of time, discuss and agree to any amendments to the space' requirements of Gal or its designated nominees/representatives that may be required as a result of such expansion, modernization or redevelopment of or at the airport.		
H	Name and other details		
i	Name of the Applicant		
ii	Date of Submission		
iii	Signature of the Applicant		
iv	Address of the Applicant		
v	Telephone Numbers		
vi	Fax		

I	FOR CUSTOMS USE ONLY	
i	Date of receipt of Application	
ii	Proposed date for inspection	
iii	Date of completion of inspection	
iv	Signature of the Officer	
v	Recommended for	
vi	Modification	
vii	Certificate	
viii	Disapproval	
ix	Date	
x	Signature	

Thanking you,

Yours sincerely,

For and on behalf of : (here enter the name of the Airport Operator)

Signature : (Authorized Representative and Signatory)

Name of the Person :

Designation :

d. Standard Application Format for Ministry of Health and Family Welfare

Application Format for Ministry of Health and Family Welfare

The letter is to be submitted by the Airport Operator on the Company/SPV Letterhead.

Date:

Place:

To,

The Assistant Director General

Ministry of Health & Family Welfare

Nirman Bhavan

Room No. 556, A Wing

New Delhi, India

Ph: 011-23061978

Fax: 011-23061978

Dear Sir,

Ref: Development of a Greenfield Airport at _____

This is to inform you that we, (Name of the Airport Operator) are developing a Greenfield Airport at (location and address) and have been provided an in-principle approval via letter dated (DD-MM-YY) from Ministry of Civil Aviation. (The letter has been appended with this letter for your reference)

We understand that Ministry of Health & Family Welfare, Ministry of Health provides multiple services at the airport for which the department requires space at the airport for operational purposes. It is therefore requested to kindly provide us the details of space, infrastructure and equipment that shall be provided and required at the airport, so that adequate allocation could be made while planning and developing the airport.

A detailed project report that covers the size, traffic estimation and other details of the Project has been appended with this letter.

Thanking you,

Yours sincerely,

For and on behalf of : *(here enter the name of the Airport Operator)*

Signature : *(Authorized Representative and Signatory)*

Name of the Person :

Designation :

- e. Standard Application Format for Department of Plant Protection & Quarantine, & Storage, Ministry of Agriculture

Application Format for Department of Plant Protection & Quarantine, & Storage, Ministry of Agriculture

The letter is to be submitted by the Airport Operator on the Company/SPV Letterhead.

Date:

Place:

To,

The Joint Director (PQ)

Department of Plant Protection & Quarantine & Storage

Ministry of Agriculture

NH - 4

Faridabad - 1, India

Ph: 0129 - 2418506

Fax: 0129 - 2412125

Dear Sir,

Ref: Development of a Greenfield Airport at _____

This is to inform you that we, (Name of the Airport Operator) are developing a Greenfield Airport at (location and address) and have been provided an in-principle approval via letter dated (DD-MM-YY) from Ministry of Civil Aviation. (The letter has been appended with this letter for your reference)

We understand that Department of Plant Protection & Quarantine, & Storage, Ministry of Agriculture provides multiple services at the airport for which the department requires space at the airport for operational purposes. It is therefore requested to kindly provide us the details of space, infrastructure and equipment that shall be provided and required at the airport, so that adequate allocation could be made while planning and developing the airport.

A detailed project report that covers the size, traffic estimation and other details of the Project has been appended with this letter.

Thanking you,

Yours sincerely,

For and on behalf of : *(here enter the name of the Airport Operator)*

Signature : *(Authorized Representative and Signatory)*

Name of the Person :

Designation :

f. Standard Application Format for Department of Animal Husbandry, Dairying and Fisheries

Application Format for Department of Animal Husbandry, Dairying and Fisheries

The letter is to be submitted by the Airport Operator on the Company/SPV Letterhead.

Date:

Place:

To,

The Quarantine Officer

Animal Quarantine & Certification Services (NR)

Department of Animal Husbandry, Dairying and Fisheries

Kapasheda crossing, Next to Kapasheda Police Station,

Old Delhi-Gurgaon road,

New Delhi - 37, India

Ph: 011 - 25063272

Fax: 011 - 25060647

Dear Sir,

Ref: Development of a Greenfield Airport at _____

This is to inform you that we, (Name of the Airport Operator) are developing a Greenfield Airport at (location and address) and have been provided an in-principle approval via letter dated (DD-MM-YY) from Ministry of Civil Aviation. (The letter has been appended with this letter for your reference)

We understand that Department of Animal Husbandry, Dairying and Fisheries provide multiple services at the airport for which the department requires space at the airport for operational purposes.

Please find below are the details:

S.No.	Particulars		
1	Name of the Applicant		

2	Permanent Address		
3	Name of the Airport		
4	Location		
5	Will the airport extend both passenger and cargo facilities		
6	Approximate movement of Livestock/Livestock products		
7	Has the airport been designated by the Department of Animal Husbandry Dairying and Fisheries for import of livestock and livestock products		
8	If 'Yes" dos the following infrastructure/basic essentials provided by Airport authority for Animal Quarantine services		
		YES	NO
A	A small AQ counter at the arrival hall	<input type="checkbox"/>	<input type="checkbox"/>
B	A 12 x 12 sqft Office cum examination room for small animals annexed to the arrival desk	<input type="checkbox"/>	<input type="checkbox"/>
C	X ray machine both at the Airport and at the cargo sheds with an access of Animal Quarantine personal while screening of baggage/ cargo.	<input type="checkbox"/>	<input type="checkbox"/>
D	Facilities of sniffer dogs trained specially for various Livestock/ Livestock products	<input type="checkbox"/>	<input type="checkbox"/>
E	Does the embarkation form has got option of declaration of import of livestock/livestock products in to the country	<input type="checkbox"/>	<input type="checkbox"/>
F	Is their early warning system in operation through the airlines (in flight video) for the passengers illegally carrying products of livestock origin	<input type="checkbox"/>	<input type="checkbox"/>

G	Erection of signage and caption boards (In Video) at the arrival hall pertaining Animal Quarantine and Certification Service, rules etc.	<input type="checkbox"/>	<input type="checkbox"/>
H	A 40 x 40 sq. ft. room for holding large animals with all facilities at cargo complex.	<input type="checkbox"/>	<input type="checkbox"/>
I	12 x12 sq. ft. room for holding small animal with A.C facilities at Cargo complex	<input type="checkbox"/>	<input type="checkbox"/>
J	Provision of the animal career at cargo complex for shifting of animals from Airport to Quarantine Station (optional).	<input type="checkbox"/>	<input type="checkbox"/>
K	Provision of basic facilities for sanitation, cleaning, disinfections, fumigation both at airport and cargo complex.	<input type="checkbox"/>	<input type="checkbox"/>
L	Provision of basic instruments such as Microscope, centrifuge machine, incubators etc. in a small laboratory at the Airport & cargo complex.	<input type="checkbox"/>	<input type="checkbox"/>
M	Provision of incinerator at Cargo Complex (Optional).	<input type="checkbox"/>	<input type="checkbox"/>
N	Provision of office space at the Airport, the operational space at no cost to Government of India or its nominee/ representative and back space shall be provided at 50% of the applicable commercial rent.	<input type="checkbox"/>	<input type="checkbox"/>

Note: The Department shall provide the manpower only where the airport is designated as one of the airport for import of livestock and livestock products. However, airports (Greenfield projects) may create such infrastructure after checking for requisite requirement. In nutshell, DADF will commit for manpower only when airport is designated/ allowed for import of livestock and its products.

Thanking you,
Yours sincerely,

For and on behalf of : *(here enter the name of the Airport Operator)*

Signature : *(Authorized Representative and Signatory)*

Name of the Person :

Designation :

14.7 Annexure VII - State Support Agreement

STATE SUPPORT AGREEMENT²

The STATE SUPPORT AGREEMENT is entered into on this the (date) amongst:

- a. THE GOVERNOR OF (Name of the State), exercising the executive powers of the (Name of the State) through (department's name), having its office at (address), duly authorized in this behalf vide (Challan Number) dated (date) (hereinafter after referred to as "acronym for the name of the state (for instance ABC)" which expression shall include its successors and is further defined below), and
- b. Name of the SPV (Airport Operator), a company incorporated under the Companies Act, 1956, having its registered office at (address) (hereinafter after referred to as "acronym for the name of the SPV" (for instance XYZ) which expression shall include its successors and assigns).

Recitals:

- c. The Government of India as part of its policy to encourage private sector participation in the development of airport infrastructure has granted approval and its support for the development of a Greenfield airport, with private sector participation, at (name of the place), near (name of the city) in the State of (name of the state), India. The Government of India has to this end by its letter, dated (date) addressed to ABC confirmed that the existing airport at (name of the place, city) shall be closed for all civil operations. ABC and the Government of India through the Airports Authority of India also entered into a Memorandum of Understanding dated (date) for the development of the Airport.
- d. In (year), ABC invited bids for the airport project through private financing on a joint venture basis. M/S (Name of the company) in association with M/S (Name of the company) formed a consortium called (Name of the consortium), which consortium has agreed that it is feasible to construct and operate a new (Name of the Airport) at (place) with State Support and accordingly bid for the project to be developed under joint venture basis. Following an international competitive bidding process, the (Name of the consortium) ("Developer") was selected to design, finance, build, operate and maintain the Airport as defined hereinafter on a Build, Own, and Operate basis (the "Project").
- e. The Project is of prime importance to the (Name of the state) and ABC as part of its policy to encourage and provide industrial development, tourism, passenger, cargo movement and the general economic and social development of the (name of the State) has granted approval for the development of a Greenfield Airport and the provision off financial support to assist the Project and has issued (Government order) dated (date) appointing (name of the consortium) as the developer of the Project. It is recognized by

² The template of the State Support Agreement is based on the State Government support agreement in respect of Rajiv Gandhi International Airport, Hyderabad and is indicative in nature. The State Government concerned may adopt it as per their own policy.

the Parties that the Airports Authority of India, Act 1994 has been amended by the Airports Authority of India (Amendment) Act 2003 to enable private sector participation in implementing and operating airports.

- f. In order to facilitate the implementation of the Project, XYZ has been incorporated in the (name of the State) as a limited liability company. It is the intention of the Developer and the ABC to be Shareholders as defined hereinafter with AAI in XYZ. XYZ will be entering into a Concession Agreement with the GOI (the "Concession Agreement") whereby XYZ will be granted the concession to implement and operate the Project.
- g. The Project is feasible only with State Support (as defined hereinafter) of ABC, and both Gol and ABC have agreed and accepted that the implementation of the Project and the operation of the Project and its facilities requires extensive and continued support and actions and grant of certain rights and authorities by ABC which are pre-requisites to the mobilization of resources (including financial resources) by XYZ and the performance of XYZ's obligations under the Concession Agreement, and therefore, the ABC has agreed to provide the State Support to XYZ as set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants of the Parties, the sufficiency whereof is hereby acknowledged and other good valuable consideration, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

a. Definitions

In this Agreement, including in the Recitals hereof, the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires:

"AAI" shall mean the Airports Authority of India, an authority constituted under the Airports Authority of India Act, 1994, having its corporate office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi - 110003, India.

"Agreement" means this State Support Agreement as may be amended and modified from time to time.

"Airport" means the Greenfield international airport to be constructed and operated by the XYZ at (place) near (city) in the (name of the state), India and includes all its buildings, equipment, facilities and systems, aeronautical and non-aeronautical and airport centric activities and includes without limitation, where the circumstances so require, any expansions thereof from time to time.

"Airport Zoning Area" means the area notified as the special development area notification as set out under (Government order number) dated (date) within, contiguous and around the Airport.

"Business Day" means a day on which banks generally are open for transaction of normal banking business in (name of the city) or (name of the city), India, and the term "Business Days" shall be construed accordingly.

"Change in Law", means, the occurrence of any of the following after the date of this Agreement until the twentieth anniversary after Commercial Operations Date.

- a. the enactment of any new Law or the issuance or imposition of any new directive or policy or modification, amendment, variation, alteration or repeal of any existing Law or directive, or policy of any Government Agency or any decision or order of a court, tribunal that affects exemption(s) available for Inland Air Travel Tax and for Foreign, Travel Tax, ability to charge User Development Fee, introduction or increase in the rate of Service Tax on Air Traffic Control, Communication, Meteorological and/or Security Services, removal or withdrawal of exemptions being (i) from sales tax on all inputs required during the construction period of the Airport; (ii) payment of stamp duty and registration charges for the first sale/transfer and (iii) Payment of seigniorage fees and cess on minor minerals during the construction period of the Airport, available under the ABC notification number (Government order number) dated (date) removal or withdrawal of benefits presently available for infrastructure projects in the (name of the State);
- b. any notifications regulating, repealing or modifying tariffs issued by any regulator or Government Agency that has the effect of reducing the aeronautical revenues of the Airport;
- c. after the date of grant of any Clearance by ABC relating to the Airport, a change in the terms and conditions attaching to such Clearance or the attachment of any new terms or conditions or such Clearance ceasing in part or in whole to remain in full force and effect;
- d. Any act of omission, or commission by ABC which materially and adversely affects the rights of XYZ under this Agreement.

"Civil Aviation Activity" means all civil aviation activity, scheduled, and non-scheduled, and chartered whether it be international, regional, domestic and/or local air service for passenger, cargo, mail, courier and other traffic and all civil and commercial aviation related services such as engineering, maintenance, ground support and services, aviation training and aviation teaching and tuition purposes.

"Clearance" means any consent, licence, approval, permit, ruling, exemption, no objection certificate or other authorization or permission of whatsoever nature which is required to be granted by and/or obtained from Government Agency required from time to time in connection with the Project.

"Commercial Operation Date" means the date on which commencement of commercial operations of the Airport occurs.

"Concession Agreement" means the concession agreement to be signed and entered into by and between the Gol and XYZ in respect of the Project as may be amended from time to time.

"Developer" shall have the meaning as defined in Recital B.

"Discriminatory Action" has the meaning ascribed to it in clause 3.5.

"DPR" means the detailed project report to be prepared by the Developer on the basis of the detailed proposal submitted by the Developer to ABC principally for the phase I of the Project and to be agreed between ABC and other shareholders of XYZ and adopted by XYZ.

"Financial Close" means the date on which Financing Agreements, equity documents (if any) and documents in respect of debt, if any, have become effective and XYZ has access to first draw down of funds committed thereunder.

"Financing Agreements" means, collectively, the agreements, instruments and other documents, entered into by XYZ and the lenders under which debt funding is extended to XYZ. The term Financing Agreement shall not include this Agreement or any other agreement by or under which ABC agrees to advance the ABC financial support to XYZ.

"ABC" means the Government of (name of the state) including any department, ministry, authority, board, agency or other instrumentality of ABC including their respective successors thereof having duly constituted authority under any applicable statutes, rules and regulations in force from time to time.

"ABC default amount" means the amount calculated in accordance with Annex 1.

"GOI" means the Government of India including any department, ministry, authority, board, agency or other instrumentality of GOI and their respective successors thereof having duly constituted authority under any applicable statutes, rules and regulations in force from time to time.

"Government Agency" means GOI, ABC or any central or state government or governmental department, commission, board, body, bureau, agency, authority or any companies owned by GOI and/or ABC, instrumentality, court or other judicial or administrative body, central, state, or local having jurisdiction over the Parties, the Airport and/or facilities or any portion thereof, or the performance of all or any of the service or obligations of the Parties under or pursuant to this Agreement.

"Greenfield Airports Policy" means the policy announced by the GOI in the union budget 2002-2003 for the development of Greenfield airports.

"XYZ" means (name of the SPV), a company incorporated pursuant to the laws of India and having its registered office at (name of the city) which expression shall mean and include its representatives and successors and/or its permitted assigns.

"XYZ Compensation Event" means

- a. any breach of or default under this Agreement by ABC, and/or the Land Lease Agreement which materially and adversely affects the rights of XYZ under this Agreement; and/or
- b. any Change in Law which materially and adversely affects the rights of XYZ under this Agreement and/or
- c. the commission of any Discriminatory Action which materially and adversely affects the rights of XYZ under this Agreement; and/or
- d. the failure to grant, revocation of or attachment to any Clearance required by XYZ or any of its contractors, servants or agents; and/or
- e. the failure to enact any new Law or issue or impose any new directive in respect to tax relating to exemption from stamp duty, registration charges, property tax, Inland Air Travel Tax and for Foreign Travel Tax, ability to charge User Development Fee.

"Land" means the contiguous land measuring about acres (in words and figures) as more fully defined and described in the Land Lease Agreement on, under and over which the Airport is to be constructed.

"Land Lease Agreement" means the Land Lease Agreement entered into between ABC and XYZ pursuant to which ABC has granted to the XYZ, leasehold title in the Land.

"Law" means all relevant laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including delegated legislation, administrative orders, judgments, decrees, directives, injunctions, writs or orders of court, as may be force and effect during the subsistence of this Agreement.

"Lenders" means financial institutions, banks, funds, leasing companies or trusts who provide or refinance the debt component of the cost of the Project (including guarantees, risk participation facility, hedges, take-out facility and other forms of credit enhancement) and includes subscribers to trustee for the holders of debentures/bonds or other debt securities issued by XYZ to meet the cost of the Airport and/or expansion thereof. It is clarified that Lenders shall not include any persons who finance the equity contributions to be brought in by the Developer in XYZ.

"Lien" means any mortgage, pledge, deed of trust, hypothecation, right of others, claim, security interest, encumbrance, burden, title defect, title retention agreement, lease, sublease, licence, occupancy agreement, easement, covenant, condition, encroachment, voting trust agreement, interest, option, right of first offer, negotiation or refusal, proxy, lien charge, lis pendens or other restrictions or limitations of any nature whatsoever, including but not limited to such liens as may arise under any contract.

"Parties" shall mean ABC and XYZ collectively, and the term "Party" shall mean ABC and XYZ, individually.

"Project" shall have the meaning assigned to it in Recital B.

"Project Agreements" means collectively this Agreement, the Concession Agreement, the equipment, construction and procurement agreements, the operation and management agreements, communication and navigation services and air traffic management agreements the Land Lease Agreement the services Agreement and any other material contract each of a value in excess of Rs. 10,00,000 (Rupees one crore) to be entered into by XYZ, in connection with the Project and as may be amended from time to time.

"Shareholders" means person holding equity shares in XYZ.

"State Support" means grant/provision of support and assistance as set out in this Agreement.

1.1. Interpretation

In this agreement, unless the context otherwise requires:

- a. For the purpose of this Agreement, where the context so admits, (i) the singular shall " be deemed to include the plural and vice-versa, (ii) masculine gender shall be deemed to include the feminine gender and vice-versa, and (iii) the word "include" and "including" shall be construed without limitation.

- b. References to a "person" shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency there of.
- c. References to Clauses, Recitals or Annexes are references to clauses, and recitals of and annexes to this Agreement. The Annexes shall form an integral part of this Agreement.
- d. Any reference herein to a statutory provision shall include such provision and any subordinated legislation, as is in force for the time being and as from time to time, amended or re enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Agreement.
- e. The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Agreement.
- f. In addition to the terms defined in Clause 1.1, certain other capitalized terms are defined elsewhere in this Agreement and whenever such terms are used in this Agreement, they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires.
- g. Any reference to month shall mean a reference to a calendar month. A reference to "day" in this Agreement will be a reference to "Business Day", except in Clause 3.1.
- h. This Agreement shall come into force on the date of its execution, provided that the obligations of ABC to disburse the IFL and ADFG in terms of this Agreement shall commence on the Financial Close and immediately on receipt of notice by trustee of construction proceeds trust and retention account to the effect that the Financial Close has taken place.

2. ABC SUPPORT

2.1. Support

ABC acknowledges and agrees that the Project is feasible only with support of ABC, and that the principal objective of this Agreement is support for the economic and timely completion of the Project pursuant to the terms of the Concession Agreement, and has therefore agreed to provide the State Support to XYZ as set out in this Agreement.

2.2. Land

ABC agrees and warrants, that it shall provide and handover physical, vacant, peaceful, obstacle free, unencumbered possession of the entire Land free from any and all Liens at least one (1) month prior to Financial close to XYZ pursuant to the Land Lease Agreement. The Land to be made available to XYZ, as on date of handing over possession to XYZ, shall be without HT/LT power lines, without village road diversions and free from any environmental hazards.

2.3. Financial and Fiscal Support

- a. Advance Development Fund Grant ("ADFG")

- i. ABC shall provide XYZ with an ADFG in the sum of (Rupees in words and figures). ADFG shall not in any circumstances attract interest payments nor shall it be repayable.
 - ii. ADFG shall be made available to XYZ by the ABC in three equal annual instalments, and the first instalment shall be drawn upon at Financial Close. Each instalment shall be paid into a construction proceeds trust and retention account to be established and operated in accordance with the Financing Agreements.
 - iii. The first instalment of ADFG shall be paid into a construction proceeds trust and retention account, which shall be established and operated in accordance with the Financing Agreements, in cash on Financial Closure. ABC shall open an irrevocable and unconditional letter of credit before Financial Close for the remaining amounts of ADFG to be drawn down into the construction proceeds trust and retention account in accordance with Annex 2 and/or at a later date as required, based on the need for funds, in accordance with the progress of the construction of the Airport.
- b. Interest Free Loan
- i. ABC shall make available to XYZ, an IFL in the sum of (Rupees in words and figures). IFL shall not in any circumstances attract interest repayments. ABC agrees and accepts that the IFL may be adjusted pro-rata upwards or downwards on completion of the DPR, if the determination is made that such pro-rata adjustment is required as a result of change to the Project cost and so as to maintain equity internal rate of return at (x%).
 - ii. IFL shall be drawn down in accordance with a Schedule at Annex 2. Each instalment shall be paid into a construction proceeds trust and retention account which shall be established and operated in accordance with the Financing Agreements.
 - iii. ABC agrees that IFL shall be repaid in five (5) equal annual instalments, the first instalment of which shall be on the 16th anniversary of the Commercial Operations Date.
 - iv. The first instalment of IFL shall be paid into a construction proceeds trust and retention account which shall be established and operated in accordance with the Financing Agreements, in cash on Financial Closure. ABC shall open a irrevocable and unconditional letter of credit before Financial Close for the remaining amounts of IFL, to be drawn down into the construction proceeds trust and retention account in accordance with Annex 2 and/or at a later date as required based on need for funds in accordance with the progress of the construction of the Airport.
 - v. XYZ undertakes to complete the repayment of the IFL on or after the 16th year after the Commercial Operations Date and on or before the completion of 20th year after the Commercial Operations Date, irrespective of whether or not senior lenders debt is serviced.

- vi. During any year in which any IFL repayment instalment or outstanding IFL repayment instalment is due and payable, XYZ shall not declare or pay any dividend until such IFL repayment instalment for that particular year and any previous outstanding IFL repayment instalment(s) have been paid.

c. Exemptions

ABC shall provide only the following exemptions, as per the provisions of Schedule V of the State Support Agreement under (Act):

- i. Exemption of sales tax on all inputs required for the Project construction,
- ii. Exemption of stamp duty and registration fees on the first transfer of land from the Government to the Developer and on Project Agreements registered in the State,
- iii. Exemption from payment of seigniorage fees, i.e., cess on minor minerals during construction period.

ABC shall take all steps to notify the Airport Land as a Specified Authority/Independent Local Authority.

2.4. External Infrastructure

In accordance with the Project programme of implementation as per DPR,

a. Four lane access road

ABC shall provide a four lane access road from NH7 up to the west boundary of Airport and from (name of the State High way) up to the East Boundary of the Airport.

b. Water Supply

ABC shall supply continuous clean and adequate water through Metro Water Sewage Board or any other appropriate authority to meet the requirements of the Airport during, construction and commercial operations of the Airport, up to the boundary of the airport. The water charges shall be payable by XYZ at the applicable rates.

It is envisaged that approximately (quantity of water per day) (or such other quantity as may be revised/validated after completion of DPR) will be required to meet the Airport terminal water requirement during commercial operations.

c. Power Supply

ABC shall provide continuous supply of electricity and power to the Airport to meet the requirements of the Airport during the construction and commercial operations of the Airport up to XYZ's step down sub-station. The electricity and power charges shall be payable by XYZ at the applicable rates.

ABC shall at its cost install, commission and make available complete infrastructure from two independent sources for supply of electricity and power up to XYZ's step down sub-station at the Airport, provided the costs of the above commissioning and infrastructure from the Airport boundary to XYZ's step down sub station shall be borne by XYZ. It is envisaged that at least 11 KV HT with a minimum generating capacity of six (6) mega watt will be required during commercial operations along with power transmission lines,

transformers, sub-stations and all related civil works (or such requirement as may be revised/validated upon completion of the DPR).

d. Railway Connection

ABC agrees to make best efforts to procure as required by the construction and operation of the Airport, the provision of an appropriate railway connection to the Airport from (name of the city) and other major cities in the (name of the State) connecting the passenger and cargo terminals of the Airport. ABC in coordination with all concerned agencies, bodies, authorities agrees to take on best efforts basis all actions including acquisition of land, laying down of railway lines, setting up of railway stations and all allied infrastructure necessary to operate the railway connection.

e. Conversion of portion of (National Highway (NH))

ABC agrees to make best efforts to procure, as required by the construction and operation of the Airport, the conversion of NH connecting (name of the city) with (name of the place) to a 6-lane expressway for smooth movement of the traffic to the Airport in coordination with all Government Agencies.

f. General Public Transport

ABC shall provide and procure the provision of safe, efficient and regular general public transport systems to and from the Airport boundary sufficient to meet the requirements of the Airport.

2.5. Access Rights

- a. ABC agrees to provide, or procure the provision of, on a continuous basis, and in a timely manner to XYZ, (i) all rights of access in accordance with the Land Lease agreement and the Concession Agreement; (ii) all necessary property rights and Clearances required in order to carry out all operations which are to be undertaken outside the Airport and to construct and maintain all installations which are to be situated outside the Airport; and (iii) such other rights of access and/or property rights, as may be required by the XYZ or any of its contractors or sub-contractors under the Project Agreements and/or for the Airport.
- b. ABC agrees to use best efforts to ensure free flow of traffic, on and the maintenance of, all roads leading to the Airport and all its facilities and also ensure that no obstructions are created or caused by ABC and/or Government Agencies, except in cases where such obstructions are necessitated on account of maintaining law and order or for the purposes of national security.

3. GENERAL SUPPORT

3.1. DPR Approval

ABC shall review or procure the review, and comment on the DPR as submitted to the ABC by XYZ within thirty (30) days of receipt, and ABC may communicate its approval by returning one signed copy to XYZ. If the ABC fails to communicate its approval or comments/observations within such period, the DPR shall be deemed to be approved by the ABC. ABC shall discuss its comments/observations with XYZ and in case the Parties consider

that the DPR is required to be revised based on any comments/observations by ABC, the revised DPR shall be re-submitted for approval of ABC. In case ABC fails to communicate its approval within thirty (30) days of the submission of the revised DPR, then the DPR shall be deemed to be approved by ABC.

3.2. DPR Cost reimbursement

ABC agrees that in the event Financial Close does not occur on or before 1st January 2005 or such other date as may be mutually agreed to between the Parties, and/or the Project is abandoned, it shall reimburse the Developer and/or XYZ, all costs incurred relating to the preparation and/or completion of the DPR.

3.3. Rehabilitation Costs

ABC would, at its own cost, be solely responsible for the rehabilitation and resettlement of any affected and/or displaced persons, as a result of any land acquisition by ABC in connection with the Airport including in relation to relocation of any villages, hutments, houses and colonies, and ABC hereby undertakes at all times to fully indemnify and hold harmless on demand of XYZ, their respective officers, consultants, agents, servants, and/or employees from and against all and any claim, demand, action, proceeding and liabilities which may arise out of, or in the course of, or in connection with, the land acquisition and/or lease and/or conveyance of the Land to XYZ.

3.4. Benefits under existing Laws

ABC acknowledges and agrees that all exemptions and benefits of whatsoever nature flowing from the existing Law relating to infrastructure projects in the (name of the State) shall be made available to XYZ, subject to XYZ agreeing to undertake the obligations under the applicable Law.

3.5. Equivalent treatment

ABC agrees to use its best efforts and to take all steps within its power to see that ABC does not take any action or combination of actions the effect of which is or are discriminatory and which treats the Developer and/or XYZ less favorably than any other airport operator in India or the Airport less favorably than any other airport or project in India ("Discriminatory Action").

3.6. Coordination of works

ABC agrees on a best efforts basis to take all steps to ensure that all works are coordinated and integrated with the DPR, the design, construction and maintenance of such other works and the Airport operations, and will consult, liaise, co-operate and work in harmony with those responsible for carrying out any other works in connection with the Project including the preparation of joint programmes, method statements, co-ordination drawings and any specifications.

3.7. Actions

In recognition of the investment to be made by the Shareholders and Lenders, ABC will ensure, within its power, that no steps or action (whether through an act or by omission) are taken by it or any of its agencies which results in or would result in the Shareholders or

the Lenders being deprived or substantially deprived of their investment or economic interest in the Airport.

ABC undertakes that it will not do anything or fail to do anything within its power which would:

- a. cause, contribute or otherwise give rise to any breach by the Developer and/or XYZ of any of its obligations pursuant to the Project Agreements and/or Financing Agreements.
- b. prejudice or lead to the diminution or losses of any rights, entitlements or other benefits of XYZ under the Project Agreements or pursuant to any Laws or Clearances.

3.8. Project Clearances

- a. ABC shall procure that, upon application by XYZ, or the Lenders in accordance with the Financing Agreements or their respective contractors, servants or agents or any other person acting on any of their behalves, such Clearances or extensions and/or renewals granted by ABC as are required for or in connection with the Airport, are granted by ABC in a manner that ensures the XYZ's compliance with its obligations under the Project Agreements. ABC:
 - i. shall provide ABC level Clearances under the Environment Protection Act or any other Law and shall procure, on a best efforts basis, all GOI level clearances.
 - ii. agrees to use its best efforts to coordinate with all departments, bodies, authorities of GOI for obtaining clearances and for grant of bilateral rights under any air services agreements to foreign airlines to operate their services from the Airport, as and when applied for by the foreign airlines.
 - iii. agrees, on an application by XYZ, to favorably consider and examine declaring the Airport as an 'essential service' under the Essential Services and Maintenance Act, 1908 or any other Law to ensure that the Airport is free from any restrictions on supply of utilities, works or any infrastructure, services, electricity and water.
 - iv. agrees to ensure implementation of the zoning requirements for the Airport are met by ABC.
- b. ABC agrees to ensure regulation of all developmental activity in the area notified as the Airport Zoning Area and shall be responsible for Airport safety funnel and zoning of the Airport for the purposes of safety and security.
- c. XYZ shall be represented in (name of the Airport Development Authority) or any successor of (name of the Airport Development Authority) through a position on the Board of the authority. ABC shall ensure that XYZ has at least one member on the ABC's tourism board to help promote tourism activities in the state, which could have a positive impact on the passenger throughput at the Airport.

3.9. Other cooperation

- a. ABC agrees to use its best efforts to ensure XYZ is legally authorized to levy and collect various fee/charges and to carry out business under the Aircrafts Act 1934

and all Rules there under, Airports Authority of India Act (1994) and all Rules thereunder.

- b. ABC agrees to provide all cooperation as may be required by XYZ to achieve the Financial Close within the time frame contemplated by ABC.
- c. ABC agrees to best efforts to ensure GOI,
 - i. commitment to implement the Greenfield Airports Policy;
 - ii. granting freedom to the airport operators to fix tariffs;
 - iii. providing clearances for the Airport and/or commercial operations of the Airport as are required from time to time; and
 - iv. implementation of the communication and navigation services and air traffic management agreement and the meteorological agreement.
- d. ABC shall not, and shall take all steps within its power to see that any Government Agency does not, expropriate, confiscate, compulsorily acquire, require the compulsory divestment of or nationalize (a) any assets of XYZ relating to, or directly derived from the Airport or (b) any shares or other securities convertible into shares issued by XYZ.
- e. ABC shall not take, and shall take all steps within its power to see that no Government Agency takes any action, which is capable of giving rise to or constituting to any of the grounds for termination of the Concession Agreement.
- f. ABC will use its good offices with GOI to eliminate the impact of concession fee under the Concession Agreement, if any, levied by GOI. At the end of the Financial Close, the issue would be revisited and ABC will appropriately cover the impact on XYZ.

4. ACKNOWLEDGEMENTS, ASSISTANCE AND SUPPORT BY ABC

- a. ABC acknowledges and agrees that XYZ has exclusive right to own, develop, design, finance, construct, operate and maintain the Airport in accordance with the Project Agreements and therefore ABC agrees to extend its full support to the Concession Agreement, Financing Agreements and related Project Agreements, and provide such assistance as may reasonably be requested by ABC in relation to the performance of its obligations under the said agreements.
- b. ABC shall fully support to the extent such support is within its power, the provisions of the Concession Agreement which will provide:
 - i. that no development, improvement or upgrading of any new or existing airport into an airport serving domestic and/or international traffic will be established or permitted by GOI in (name of the cities) and within an aerial distance, for the duration and up to the traffic volumes as specified in the Concession Agreement.
 - ii. GOI shall not permit, authorize or licence existing sites, airfields assets or any facilities situated in or over such sites at (name of the sites) to be used for any Civil Aviation Activity whatsoever.

- iii. ABC agrees to use its best efforts to ensure that the 'existing airport at (name of the place, city) shall be closed for Civil Aviation Activity.

5. SOVEREIGN IMMUNITY

5.1. Waiver of Sovereign Immunity

ABC hereby unconditionally and irrevocably agrees that the execution, delivery and performance by it of this Agreement does not constitute a sovereign act, and that

- a. should any proceedings be brought against it or its asset(s) in relation to this Agreement or any transaction contemplated by this Agreement, no sovereign immunity from such proceedings, execution, attachment or other legal process shall be claimed by or in behalf of each of them or with respect to any of their assets, to the extent permitted by Law; and
- b. to the extent permitted by Law, ABC waives any right of sovereign immunity, which it or its asset(s) now has or may acquire in future in any jurisdiction.

ABC consents to, in respect of the enforcement of any judgment against it in any such proceedings in any jurisdiction, the giving of any relief or the issue of any process in connection with such proceedings (including the making, enforcement or execution of any such judgment any order arising out of any such judgment against or in respect of any property whatsoever irrespective of its use or intended use).

5.2. Exception

Notwithstanding anything to the contrary contained herein, such waiver of any right of sovereign immunity by ABC shall not apply to (a) property and assets of any consular or diplomatic mission or consulate, or (b) Property belonging to the Defence Services and assets of the Union of India.

6. REPRESENTATION OF PARTIES

Each Party represents and warrants to the other Party that:

- a. It has full power and authority to execute, deliver and perform this Agreement;
- b. It has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- c. This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

7. XYZ COMPENSATION EVENTS

- 7.1. In the event of the occurrence of a XYZ Compensation Event, ABC will, upon a request in writing from XYZ, indemnify and hold XYZ harmless against any cost, loss, liability or any consequences which it may suffer or incur, either in exercising its rights under this Agreement or in observing and performing any of its obligations under the Project Agreements; as a direct result of the XYZ Compensation Event and shall pay to XYZ, within thirty (30) days of such request for payment, sums equal to the aggregate of:

- a. all additional costs and expenses incurred by XYZ as a result of the XYZ Compensation Event;
 - b. the aggregate of;
 - i. all amounts paid or payable by XYZ (whether by way of penalties, the settlement of claims or otherwise) to any of its contractors or subcontractors, agents or any others to whom XYZ has granted any privilege, franchise, lease or any other right, or sub-right pursuant to the Concession Agreement and/or Project Agreements, as a result of such XYZ Compensation Event;
 - ii. all additional interest, fees and other sums which XYZ is obliged to pay to Lenders, as a result of such XYZ Compensation Event; and
 - iii. all additional overheads and operating costs and expenses paid or payable by XYZ, as a result of such XYZ Compensation Event.
 - c. any loss including loss of profit, cost, expense, liability or damage suffered by XYZ as a result of such XYZ Compensation Event.
- 7.2. The Parties agree that ABC's obligations to compensate under this Clause 7 shall arise only where the compensation payable is in excess of Rupees 1,00,00,000 (Rupees one crore), and where such compensation becomes payable, the entire amount of compensation shall be payable, and not just the excess over Rupees 1,00,00,000 (Rupees one crore).

8. DEFAULT

8.1. ABC default events

The following event shall constitute a "ABC Default Event":

- a. If ABC is in breach of its obligations under this Agreement which breach results in termination of the Concession Agreement.

8.2. Consequences of default

In the event of a ABC Default Event, XYZ shall have the right to notify ABC that such an event has occurred and in case ABC fails to cure the ABC default within a period of thirty (30) days, then ABC shall, within fifteen (15) days of the expiry of the thirty (30) days period, pay to XYZ the ABC Default Amount which amount shall be reduced by an amount equal to that paid by ABC to XYZ pursuant to Clause 7 in respect of any breach or default by ABC which is the same as that leading to the ABC Default Event.

- 8.3. If XYZ exercises its rights under Clause 8.2 of this Agreement such exercise of rights shall be without prejudice to all rights and Obligations then having accrued to ABC (or which may thereafter accrue in respect of any act or omission prior to such exercise of rights) and without prejudice to those provisions which expressly provide for continuing obligations or which are required to give effect to such exercise of rights or the consequences of such exercise of rights.

9. DELAYED PAYMENTS

If any sum due under this Agreement from ABC is not paid within thirty (30) days of a request therefore from or on behalf of XYZ, such delayed amounts shall attract interest at the rate of 2% above the State Bank of India's long term Prime Lending Rate from the date of expiration of the said thirty (30) day period. In case the sum due along with interest is not paid within ninety (90) days from "the expiry of the thirty (30) days period as above, the matter may at XYZ's option, be referred to arbitration in accordance with Clause 10(b) to (f) and shall constitute a Dispute.

10. AMICABLE RESOLUTION AND ARBITRATION

- a. Save where expressly stated to the contrary in the Concession Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement including disputes, if any, with regard to any acts, decision or opinion of either Party and so notified in writing by the other party ("the Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth under the Indian Arbitration and Conciliation Act, 1996. For the purpose of any Dispute in Clause 10, a reference to a "Party" shall mean XYZ on the one hand and ABC on the other hand and the term "Parties" shall be construed accordingly. If the Dispute is not amicably settled in accordance with the foregoing, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 10 (b) to (f) below.
- b. Subject to the provisions of Clause 10(a), any Dispute which is not resolved amicably shall be finally settled by arbitration as per the provisions of the Indian Arbitration and Conciliation Act; 1996, and/or any statutory modifications/amendments thereof. The arbitral tribunal shall consist of three arbitrators, one to be appointed by each Party and the third arbitrator, who shall act as the presiding arbitrator, to be appointed by the two arbitrators appointed by the Parties.
- c. The place of arbitration shall be the (name of the city) in the (name of the State). By agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.
- d. The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.
- e. The arbitrator shall give a written, reasoned award. The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, and/or any statutory modifications/amendments thereof.
- f. Pending the submission of and/or decision on a Dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

11. RELATED DISPUTES

Where it is beneficial to the Project for any dispute or part of a dispute between the Parties to be resolved in the same arbitration proceedings as a dispute or a pending dispute between the Parties and any other parties engaged on the Project ("Related Dispute") then:

- a. ABC at XYZ's reasonable request shall refer the dispute between XYZ and ABC to the arbitrators to be appointed in respect of the Related Dispute and be determined at the same time as such Related Dispute.
- b. In the event of a Related Dispute being such that it is in XYZ's reasonable opinion beneficial to the Project for it to be resolved by the arbitrators to whom a dispute between XYZ and ABC under this Agreement has been referred then ABC agrees that such dispute may, in XYZ's reasonable discretion, be determined by the said arbitrators contemporaneously with the determination of the said dispute between ABC and XYZ.

12. TERMINATION

This Agreement shall be co-terminus with the Concession Agreement and shall terminate immediately upon termination of the Concession Agreement. Upon such termination, all rights and obligations of the Parties shall terminate. However, those rights and obligations of the Parties that accrued prior to such termination shall survive such termination. Further, the provisions of Clauses 10 and 13.11 shall also survive the termination of this Agreement.

13. MISCELLANEOUS

13.1. Authorized representatives

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

13.2. Notices

Any notice to be given by any Party to this Agreement shall be in writing and shall be deemed duly served if delivered by prepaid registered post or facsimile or through a delivery service/courier to the addressee at the address or (as the case may be):

To ABC at:

Name of the person concerned:

Address:

Telephone:

Fax No:

To Developer and XYZ at:

Name of the person concerned:

Address:

Telephone:

Fax No:

or at such other address (or facsimile numbers as the Party to be served may have notified in accordance with the provisions of this Clause 13.2) for the purposes of this Agreement. Any notice served by facsimile shall be followed by prepaid registered post or through a delivery service/courier to the addressee at its address. Any notice served by prepaid registered post shall be deemed served seven (7) days after posting. In proving a service of any notice, it will be sufficient to prove in the case of a letter, that such letter was properly stamped, addressed, and placed in the post or delivered or left at the address of addressee given above or subsequently notified for the purposes of this Agreement.

13.3. Assignment

This Agreement shall not be assigned without the prior written consent of the Parties, except that the benefits under this Agreement shall be assigned to the Lenders without such prior written consent.

13.4. No implied waivers and remedies cumulative

Save and except as expressly provided in this Agreement, no exercise, or failure to exercise, or delay in exercising any right, power, or remedy vested in any Party under or pursuant to this Agreement shall constitute a waiver by that Party of that or any other right, power, or remedy. The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not limit of any rights or remedies provided at Law or in equity.

13.5. Severability

In the event that any term, condition, or provision of this Agreement is held to be a violation of any Law, the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term, condition, or provision had not originally been contained in this Agreement. Notwithstanding the above, in the event of any such deletion, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

13.6. Amendments

- i. No amendment or modification to this Agreement shall be valid and effective unless agreed to by the Parties hereto and evidenced in writing. ABC or XYZ may at any time request the other to enter into discussions to review the operation of any part of this Agreement, but without commitment on either Party, to determine whether it should be amended by mutual agreement provided that, unless there is such mutual agreement,

the provisions of this Agreement (as then most recently, if at all, amended) shall continue to apply.

- ii. The Parties recognize and acknowledge that the terms and conditions of this Agreement and adequacy of the Annexes are subject to review by XYZ and the Lenders particularly as it is not possible at the date of this Agreement to finalize costs until DPR has been undertaken and therefore the terms and conditions are subject to change and/or supplementation. If as a result of any such review, changes, supplementation and/or additional agreements are required in order to mitigate against any adverse or unexpected effects upon the Project or to secure the Lenders approval, the Parties shall consider and attempt to agree in good faith to the incorporation of such changes and/or supplementation or the execution of such additional agreements as may be required.

13.7. Counterparts

This Agreement may be executed in two counterparts, each of which shall be an original, but such counterpart or duplicates shall together constitute one and the same Agreement.

13.8. Law and Jurisdiction

This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the Laws of India.

Subject to Clause 10, in relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement ("Proceedings"), the Parties irrevocably submit to the jurisdiction of courts in (name of the city and State), India only and waive any objection to Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an in convenient forum.

13.9. Language

All notices required to be given under this Agreement and all communication, documentation and proceedings, which are in any way relevant to this Agreement, shall be in writing and in English language. The language which governs the interpretation of this Agreement shall be the English Language.

13.10. Waiver and Consents

- a. Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
 - i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
 - ii. shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
 - iii. shall not affect the validity or enforceability of this Agreement in any manner.
- b. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder

nor time or other indulgence granted by a Party to the other party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

13.11. Confidentiality

- a. The Parties to this Agreement must keep confidential all matters relating to the Concession Agreement, the Project Agreements or this Agreement and must not make any disclosure, and use their best endeavors to prevent their employees, agents and contractors from making any disclosure, to any person of any information, data, documents, secrets, dealings, transactions or affairs of or relating to the Concession Agreement, the Project Agreements or this Agreement.
- b. The confidentiality obligation of the Parties does not apply to the following;
 - i. Any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this Clause;
 - ii. Any disclosure which may reasonably be required for the performance of that party's obligations under this Agreement;
 - iii. Disclosure of information which is required by any Law or the rules of any stock exchange or governmental or regulatory authority (including the Income Tax department) whether or not having the force of Law (but, if not having the force, Of Law compliance with which is in accordance with the general practice of persons subject thereto);
 - iv. Disclosure of any information which is already lawfully in the possession of the receiving party prior to its disclosure by the disclosing party;
 - v. The provision of information to contractors, suppliers or subcontractors to the extent necessary to perform their contractual obligations provided similar obligations of confidentiality to those contained in this Agreement are imposed upon them before information is disclosed;
 - vi. Provision of information to the Shareholders, the Lenders or the Lenders' professional advisers and insurance advisers;
 - vii. Compliance by XYZ with its obligations in the Concession Agreement; and
 - viii. Information disclosed to any commissioner of police.
- c. The provisions and obligations set out in this Clause survive and remain in force in the event of the termination or expiry of this Agreement.

13.12. No partnership

Nothing in this Agreement nor any other agreement or arrangement of which it forms a part, nor the performance by the Parties of their respective obligations under any such agreement or arrangement, shall constitute a partnership between the Parties. No Party shall have any authority (unless expressly conferred in writing by virtue of this Agreement or otherwise and not revoked) to bind any other Party as its agent or otherwise.

13.13. Time is of essence

Time shall be of the essence of this Agreement, both as regards the dates, periods or times of, day mentioned and as regards any dates, periods or times of day which may be substituted for them in accordance with this Agreement.

13.14. Computation of time

Times referred to in this Agreement shall refer to the Indian Standard Time. In computing any period of time prescribed or allowed under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included. If the last day of the period so computed is not a business day, then the period shall run until the end of the next Business Day.

13.15. Payments to be free and clear

Save as expressly provided in this Agreement, all sums payable by ABC under this Agreement shall be paid (except to the extent required by Law or as expressly permitted under this Agreement) (a) free of any restrictions or conditions; and (b) without any deduction or withholding on account of set-off or counterclaim.

IN WITNESS WHEREOF the Parties have put their hands hereunto on the day, month and year first above written.

For and on behalf of
Governor of (name of the State)

For and on behalf of
XYZ

Name and Address

Name and Address

Witness

Witness

1.

1.

2.

2.

Place:

Date:

Annexure I

ABC DEFAULT AMOUNT

1. Prior to Commercial Operation Date

The ABC Default Amount, payable prior to the Commercial Operations Date, shall be an amount (determined as on the date of issue of notice under Clause 8.2) equal to the aggregate of:

- a. only such outstanding debt and outstanding interest as is not repaid by GOI under the Concession Agreement.
- b. All transfer costs, transfer taxes and contingent liabilities under Project Agreements and Financing Agreements.
- c. All outstanding equity paid into the Project compounded at (x)% annually for periods of such equity injection.

2. After the commercial operations date

The ABC Default Amount, payable after the Commercial Operations Date, is an amount in aggregate of:

- a. only such outstanding debt and outstanding interest as is not repaid by GOI under the Concession Agreement.
- b. All transfer costs, transfer taxes and contingent liabilities under Project Agreements and Financing Agreements.
- c. Fair Market Value of equity shares of XYZ ("FMV") as on the date of default shall be payable and which FMV shall be determined by a reputed Chartered Accountant who has not been engaged by either ABC or XYZ in the last 5 years.

Annexure 2

Interest Free Loan (IFL), Equity, Advance Development Fund Grant and Debt draw down schedules (Cumulative)

Note:

IFL and Equity to be drawn pro-rated up to 50% of each, then balance IFL drawn, and then balance equity and debt is drawn



14.8 Annexure VIII - Contact List - Ministry of Civil Aviation

Designation	Contact Number
Honourable Minister	24610350, 24632991
PS to Minister	24610362
Secretary	24610358, 24610368
Additional Secretary & Financial Advisor	24642145
Joint Secretary	24610386
Joint Secretary	24616303
Joint Secretary	24617692
Economic Advisor	24629322



Ministry of Civil Aviation

Rajiv Gandhi Bhawan, Near Safdarjung Airport
New Delhi – 110003