

## Conditions of Use

**Airport:** Mangaluru International Airport Limited (MGIAL)

**Registered Address:** Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway,  
Khodiyar, Ahmedabad – 382 421

**Effective Date:** 01<sup>st</sup> October 2024

**VERSION** 1.1

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## 1. Introduction

Mangaluru International Airport Limited ("**MglIAL**") oversees the development, operations, and management of Mangaluru International Airport, Mangaluru ("**Airport**"/ "**MglA**")

MglA has been experiencing rapid growth, and MglIAL is dedicated to maintaining it to international standards, prioritizing safety, security, functionality, efficiency, and environmental sustainability.

To achieve this, cooperation, support, adherence, and compliance by all "**Stakeholders**" (defined hereinafter) at the Airport are crucial to the terms and conditions laid out in this document.

Accordingly, this Conditions of Use document ("**Conditions of Use**") outlines the terms and conditions that apply to all Stakeholders for their activities at the Airport and the utilisation and management of Common Use Facilities. These Conditions of Use will supplement any existing agreements with Stakeholders, if any.

## 2. Scope

- 2.1 Conditions of Use are applicable to and govern relationships with all Stakeholders, availing any facilities at the Airport. By utilising or continuing to utilise facilities at the Airport, a Stakeholder shall be deemed to have consented to be legally bound and irrevocably accepted the terms and conditions delineated in the CoU document. The CoU, subject to alterations, may be communicated by MglIAL in writing, periodically, or notified on MglIAL's website.
- 2.2 No provision shall be construed as conferring the right for a Stakeholder to utilise Airport facilities without the permission of MglIAL.
- 2.3 These conditions shall come into force with immediate effect – to be referred to as the 'Effective Date' – and MglIAL shall take reasonable steps to notify the same. However, if the Stakeholder uses the Airport Facilities and Services without being notified of these conditions of use, the onus is on the Stakeholder to view them on MglIAL's website as soon as practicable, following the Stakeholder's first use of the Airport Facilities and Services.
- 2.4 The Stakeholder concerned may employ or persist in employing the Airport facilities and services only if the conditions established by MglIAL are strictly followed.
- 2.5 Subject to applicable laws and conditions herein, MglIAL has the right to modify, substitute or waive any of these conditions by prior written notice to the Stakeholders or by notification on its website. The updated version shall be accessible on the MglIAL's website. It is the duty of the Stakeholder to check MglIAL's website at regular intervals to see if the CoU have been amended. If the Stakeholder

continues to use the Airport Facilities and Services, and or/continues to perform services after having been notified of the amendments, the said amendments are deemed to have been accepted.

2.6 These conditions are not intended and shall not be taken as waiving or limiting the powers and authority of the Airport/MgIA conferred on it by the applicable laws of India.

2.7 These conditions shall take effect from the 'Effective Date' and supersede all previous terms and conditions relating to the use of these Facilities.

### 3. Use of Airport Facilities and Services

3.1 As per the terms of concession agreement dated (14 February 2020) ("**Concession Agreement**"), MglAL is entrusted with the operation, management, and development of MgIA. Pursuant to the Concession Agreement, MglAL has been granted the authority to, among other things, provide specific facilities and services, as outlined in Schedule 1 "Airport Facilities (Infrastructure) and Services (Operations)".

3.2 The Stakeholders must acknowledge that the common user passenger services which includes CUTE, CUPPS, and BRS (collectively referred to as "**Common Use Passenger Processing System**") are exclusive and can only be accessed from and through MglAL or individuals authorized/ designated by MglAL.

3.3 While utilising the Airport Facilities and Services, the Stakeholders must:

- (i) provide information and data related to their respective operations as required by MglAL from time to time.
- (ii) take necessary precautions to prevent loss or damage to the property or equipment provided/ installed by MglAL, its concessionaire/ service provider.
- (iii) not obstruct, hinder, or impede the use of Airport Facilities and Services by any person authorised / permitted by MglAL.
- (iv) promptly notify MglAL of any damage or circumstances posing a risk to MglAL's equipment provided/installed for the Stakeholders. With prior written consent from MglAL, Stakeholders may relocate or repair, MglAL's equipment/ fixtures.
  - a. The Stakeholder must undertake the necessary approvals (including, but not limited to license, registration certificate, permits, insurance, etc.) required to operate vehicles on the Airside and ensure that the drivers/operators of such vehicles are medically fit and appropriately trained.
  - b. The Stakeholder hereby agrees and acknowledges that unless otherwise explicitly stated, both the Stakeholder and its personnel/staff/contractors shall function as independent operators/contractors. Neither the Stakeholder nor any affiliated individual/organization shall be construed, in any manner whatsoever, as an employee, agent or contractor of MglAL.

- c. MglAL shall make reasonable efforts to promptly notify the Stakeholder of any Airport Facilities and Services that become unavailable, suspended, or withdrawn, and shall endeavor to offer alternatives to such Airport Facilities and Services.
- d. MglAL reserves the right, at any given moment and on occasions, when necessary, to demand that the Stakeholder:
  - (i) relocate an aircraft to another location within the Airport; or
  - (ii) remove an aircraft from the Airport.

This action shall be undertaken at the Stakeholder's own risk and expense, within the timeframe specified by MglAL. Failure to comply may result in MglAL taking requisite measures to relocate or remove the Aircraft, at the risk and expense of the Stakeholder.

3.4 Stakeholders may utilise Common Use Facilities and Common Use Areas, subject to reasonable requirements, for operational purposes, maintenance, government intervention/ objections and new developments or events beyond MglAL's reasonable control.

3.5 When feasible, MglAL will provide prior notification to the Stakeholders, before making any service or facility unavailable at the Airport, subject to other conditions specified herein. MglAL reserves the right to add other services/facilities as Airport Services/Facilities and impose Airport Charges for such additional Airport Facilities/Services.

3.6 If, at any time, MglAL deems it necessary to declare the Common Use Facilities at the Airport wholly or partially unavailable to Stakeholders, due to operational maintenance, safety, or security reason, MglAL will make reasonable efforts to identify alternative facilities that may be available for Stakeholders' use. MglAL shall not be held liable for any loss incurred due to changes in facilities and services. Stakeholders acknowledge that, MglAL will consider the needs of all affected parties to the extent reasonably practicable.

3.7 MglAL or its authorized representative(s) reserves the right to fully or partially close the Airport and deny access to any individual, entity or group as deemed appropriate to prevent endangerment of people or property and to ensure the safe operations of the airport.

3.8 Access to facilities and terminal allocation will be managed and regulated by MglAL, considering availability, capacity, and the optimal utilisation of Common Use Facilities.

3.9 If required by Applicable Law, during emergency situations or for reasons of Airport security and safety, MglAL may suspend, restrict, or interrupt operations at the Airport or any part thereof, or prohibit the operations of ground handling agencies/entities. In such circumstances, MglAL shall:

- (i) notify the relevant parties in advance.
- (ii) implement measures to minimize the impact of such events.

MgIAL shall not be held liable for any loss or damage suffered by the Stakeholder (including, but not limited to loss of profits or contract(s), loss of goodwill or other special, indirect or consequential loss) arising from the planned or unplanned closure of the Airport or any part thereof, interruption, suspension or closure of facilities, flights and services (including, but not limited to, losses or damage due to delays in aircraft movement and/or claims made against the Stakeholder by third parties) whether directly or indirectly caused thereby.

## 4. Compliance

4.1 While utilising the Airport Facilities and Services, Stakeholders shall adhere to the following:

- (i) Comply with all Applicable Laws, international conventions and treaties, AVSEC orders, circulars or office memorandums published by the Bureau of Civil Aviation Security (BCAS) and any changes thereof time to time.
- (ii) Ensure background verification and training for staff in Aviation Security ("**AVSEC**") in accordance with regulatory requirements.
- (iii) Implement suitable measures to safeguard essential infrastructure, data, information, and communication systems.
- (iv) Comply with the BCAS's Airport Entry Pass (AEP) guidelines.
- (v) Designate a central authority/single point of contact ("**SPOC**") for all security-related matters and communication with MgIAL.
- (vi) Stay informed about publications/Notice to Airmen ("**NOTAM**") released periodically concerning operations, infrastructure, procedure, and hazards.
- (vii) Abide by the terms outlined in the prevailing Aerodrome Manual, Airport Emergency Response Plan (AERP), Safety Management System Manual (SMS), Airside Vehicle Operations Manual, Bomb Threat Contingency Plan, Anti-Hijack Contingency Plan and Disabled Aircraft Removal Plan as amended or revised periodically.
- (viii) Establish appropriate measures such as background checks, rigorous selection processes, and security training for staff to mitigate insider threats.
- (ix) Obtain necessary approvals from a Competent Authority for the security programme and submit relevant copies to MgIAL.
- (x) Seek MgIAL's permission for aircraft-related activities such as maintenance, high power run-up, compass swing, special exercises/training, commercial activities on the Airside, etc.
- (xi) Be in sync with MgIAL for scheduled maintenance activity of Airside and Landside and plan operations correspondingly. Such scheduled maintenance activities shall be communicated by MgIAL beforehand.
- (xii) MgIAL enforces 'zero tolerance' Foreign Object Debris (FOD) policy, mandating all Operators to strictly adhere to Zero-FOD principles in all Airport operations. This includes ensuring that all Operators, contractors, and individuals occupying the Airport space maintain cleanliness and keep their allotted areas free from debris and materials that could pose slip, trip, and hazards or fire hazards.



- (xiii) Other conditions, instructions, orders and directions issued by MglIAL for the day-to-day operation of the Airport.
- (xiv) All terms and conditions of any agreement, if executed between MglIAL and the Stakeholders.

4.2 The Stakeholder acknowledges and agrees to enter into agreements, if necessary, as required by MglIAL or its service provider(s), to continue availing services at the Airport.

## 5. Flight Catering

The Stakeholders shall, in respect of flight catering, at all times engage and transact with flight catering agencies as approved/ authorized/designated by MglIAL from time to time.

## 6. Ground Handling and Self-Handling

6.1 Ground Handling services shall be exclusively provided by authorized ground handling agencies appointed by MglIAL, in compliance with applicable laws. Line maintenance services will be offered by agencies authorized by MglIAL. Stakeholders must engage only those ground handling agencies appointed by MglIAL and ensure compliance with MglIAL's performance and efficiency standards **Schedule 3**.

6.2 It is hereby clarified that if a Stakeholder engages in self-handling for ground handling activities, without any agreements with MglIAL, such a Stakeholder shall be bound by the terms outlined herein the CoU.

6.3 Further, Passenger Control such as movement of Passengers from the Terminal to the Aircraft and vice-versa should be the sole responsibility of the Airline Operator. Stakeholders shall bear full responsibility for care of passengers and their baggage. Stakeholders must ensure the availability of Ambu lift, in accordance with applicable laws, including the Civil Aviation Requirements (CAR) Series M Part III on "Carriage by Airpersons with Disability (Divyangjan) and/or Persons with Reduced Mobility".

6.4 The Stakeholder shall duly inform/update MglIAL regarding the commencement of self-handling operations at the Airport.

6.5 The Stakeholder shall inform MglIAL of space requirements, including current needs such as Ground Support Equipment (GSE), parking, office space, EBS, etc., and shall notify MglIAL of any future requirements regarding the same. The Stakeholder shall also submit a current GSE deployment plan and inform MglIAL of any changes to such plan based on operational needs. The Stakeholder

acknowledges that MglIAL reserves the right to review the actual GSE deployment plan against the submitted plan.

6.6 The Stakeholder must ensure that the provision of ground handling services and the installation of any part of the ground handling equipment or items do not adversely impact the operational efficiency, safety and security of the Airport and do not lead to environmental degradation or violate Applicable Laws.

6.7 BME: The Airport Operator may decide to provide bridge-mounted equipment at the Airport at any time in the future. The GHA/SHA agrees and undertakes to co-ordinate and liaise with the Airport Operator or other licensee at the Airport appointed by it for the purposes of managing and operating the bridge-mounted equipment at the Airport and comply with instructions as may be specified by the Airport Operator.

6.8 The Stakeholder shall not use the APU of the aircraft on stands where FEGP/GPU is available. SHA/GHA shall ensure that all remote stands being served have an operational GPU made available.

6.9 Passenger Services:

- Airlines should ensure presence of its SHA/GHA for active flights at arrival carousels to address passenger queries.
- Queue combing staff should be available during check-in/boarding.
- DGR boards should be visible displayed at all check-in counters.
- Pax should be addressed by name
- Staff should be neatly dressed,

6.10 GSE:

- SHA/GHA should be in possession of GSE/GSV as mentioned in AIC 2022 issued by DGCA which is amended from time to time. In case any SHA/GHA is not in possession of a particular type of GSE, it should provide to an agreement to the Airport operator indicating its lease from other SHA/GHA e.g. Ambulift/Air Starter Unit etc.
- Every GSE (motorized)/GSV should be fitted with Speed Limiters, Fire Arresters and Fire Extinguishers.

6.11 Pax Bussing:

- Every passenger bus should have display units on/ inside the bus that displays Flt No/Route.
- Only low-floor buses should be used for passenger transportation.

6.12 Safety:

- No staff to approach aircraft when aircraft anti-collision lights are on.

- FOD check before arrival and after departure of every flight shall be ensured.
- Strict PPE adherence (reflective jackets, safety shoes, gloves, face masks, rain jackets, etc.).
- Back support belts for baggage handling staff at BMA/BBA. Equipment Marshaller for all GSE before engaging/ disengaging from aircraft.

#### 6.13 Records:

- SHA/GHA to submit a Business Continuity Plan (BCP) to the Airport operator. SHA/GHA should have an active agreement in place with other SHA/GHA to avoid passenger inconvenience during exigencies.
- Maintain daily breath analysis reports and submit this to Airport Operator on request.

6.14 Reports: GHA/SHA should submit an improvement plan within 14 days of intimation by the Airport Operator on service failures and after 90 days of submission of improvement plan the Airport operator will conduct a second audit Penalties may be applicable if service failures are not resolved.

6.15 Audits: GHA/SHA should actively participate in all audits conducted by the Airport Operator/DGCA/Airlines and submit a final report to the Airport Operator. No Audit point should be open for more than 90 days.

#### 6.16 PRM:

- PRM should be checked-in on priority and should not be made to wait in a queue.
- At least 20% wheelchair attendants should be female for the convenience of female passengers.

6.17 Training: Untrained staff are not allowed to perform any duties without the supervision of senior staff.

6.18 The Stakeholder must adhere to the minimum service standard guidelines with regard to Airlines and GHAs while operating at MglA, as per **Schedule 3**.

## 7. Aircraft Rescue and Firefighting

7.1 The Stakeholder shall adhere to all fire and life safety requirements at facilities/processes under its control in accordance with National Building Code of India, relevant Indian standards (prescribed by the Bureau of Indian Standards), NFPA standards, and other applicable fire safety standards.

7.2 The Stakeholder shall maintain adequate fire safety equipment as per standards prescribed by BIS, if any installed by them. The Stakeholder's processes/ operations shall not impair any fire protection system or emergency exit/evacuation route at the Airport.

- 7.3 It shall be the Stakeholder's responsibility to ensure that at any given point a minimum of 40% (forty percent) of its total work force at the Airport is trained in basic firefighting, handling of fire extinguishers and emergency evacuation procedures through ARFF. The ARFF department shall offer training support, where feasible. The Stakeholder must ensure that regular fire drills are conducted.
- 7.4 The Stakeholder shall cooperate with MglAL during periodic and scheduled/unscheduled fire safety inspections and fire and life safety audits and shall comply with observations made during the audit within stipulated timeframes as per the audit reports.
- 7.5 The Stakeholder must strictly adhere to MglAL MOWP processes during all project work, including construction, renovation, alteration or modification, ensuring compliance with relevant fire and life safety standards. No internal partition or modifications are permitted without obtaining written permission from the competent authority.
- 7.6 The Stakeholder shall coordinate with ARFF to arrange periodic internal familiarization of aircraft for ARFF crew, without any cost to MglAL. The Stakeholder shall obtain the necessary permissions for such familiarizations.
- 7.7 The Stakeholder shall provide aircraft rescue charts, rescue videos and other safety information relevant to aircraft operating at the Airport and shall keep the ARFF department updated in case of changes or amendments.
- 7.8 The Stakeholder shall provide details of SPOC such as name, address, email and telephone number to ARFF and Emergency Management teams (including AOCC, Duty Manager-Terminal Operations, Duty Manager-Landside Security and SOCC) for emergency response.
- 7.9 The Stakeholder shall not, without prior notification to MglAL, store/dump any combustible or flammable material on the Airside, except at designated places. They shall adhere to all applicable laws, waste disposal procedures and recommendations issued by MglAL from time to time. Storage of flammable material/diesel/petrol in the airside is not permitted. If due to operational requirements storage is required, then necessary permissions should be obtained from ARFF and adequate fire prevention measures taken near the storage area. No flammable/combustible material is to be stored in the office area.
- 7.10 While utilising the office space at the terminal, Stakeholders must adhere the measures outlined in **Schedule 4**.

- 7.11 No loose or exposed cables should be permitted. No work shall be permitted without proper three-pin plugs/sockets.
- 7.12 Appropriately rated switch gears (MCB/ MCCB) should be used. Wire fuses should not be permitted and only HRC fuses should be used.
- 7.13 Ensure that fire safety equipment, such as fire extinguishers, emergency exit doors, fire hydrants are not blocked by people or material.
- 7.14 Install clear and visible fire safety signage throughout the Airport to indicate emergency exits, fire extinguisher locations and evacuation routes of outlets and offices.
- 7.15 Stakeholders to ensure smoking regulations within the Airport premises. Smoking is only permitted in designated smoking areas.
- 7.16 Stakeholders to use standard electrical systems and equipment to prevent electrical fires.
- 7.17 Stakeholders to ensure availability of an updated emergency response plan for a coordinated and effective response in the event of a fire emergency.
- 7.18 Stakeholders should take prior approval for hot work in the Airport Landside/Airside from the ARFF department.
- 7.19 Cooking in open areas is strictly prohibited.
- 7.20 Stakeholders must ensure that fuel bowsers are inspected and authorized by the ARFF department. Relevant documents of fuel shall be submitted to the ARFF department.

## 8. Airport Safety Management

- 8.1 Stakeholders must establish and promptly provide to MgiAL, upon request, a safety programme or guidelines, procedures and agreements outlining their approach to addressing safety and security concerns. Such a programme must always meet MGIAL'S satisfaction, and the Stakeholder must adhere to it consistently.
- 8.2 Stakeholders shall submit the following documents to MgiAL:
- (i) ERP
  - (ii) Safety Management System (SMS) Manual
  - (iii) Risk Register
  - (iv) Disabled Aircraft Removal Plan

- (v) Details of Recovery Manager and list of personnel trained on Disabled Aircraft Removal

If a Stakeholder asks MglAL, in writing, subject to any express or implied confidentiality which MglAL may have with third parties (including the Government of India) or other need for confidentiality, MglAL shall give the following documents to the Stakeholders:

- (i) Aerodrome Manual
- (ii) SMS Manual
- (iii) Airport Emergency Response Plan (AERP)
- (iv) Disabled Aircraft Removal Plan
- (v) Airside Vehicle Operations Manual
- (vi) Relevant portions of ASP, BTCP, AHCP

8.3 Stakeholders must ensure that operations at the Airport, including those provided by its suppliers, contractors, agents and other third-party service providers approved by MglAL, are conducted in a safe manner. During the performance of these activities, Stakeholders must comply with all safety and security regulations and requirements stipulated by MglAL, relevant authorities and industry standards.

8.4 Stakeholders shall furnish details of their authorised representative (SPoC) including name, address, email id and telephone number to ARFF and Emergency Management teams (including AOCC, Duty Terminal Manager - Operations, Duty Manager - Airside) for emergency response requirements.

8.5 Stakeholders must ensure that their employees, contractors, sub-contractors, consultants and any individuals requiring access to any part of security restricted areas, or any other areas subject to restricted access, obtain the appropriate, valid Airport Entry Permit. These passes must be visibly displayed at all times on the person, above the waist, and the vehicles entering such areas with the authorised personnel. The vehicle pass must be displayed on the vehicle. Stakeholders must collect/issue AEPs for every shift. No staff should be in possession of an AEP after office hours.

8.6 Stakeholders shall undertake background checks of all its employees and ensure that police verification is carried out for all its employees.

8.7 MglAL reserves the unconditional right to conduct Safety and Quality audits of Stakeholders in accordance with its SMS. The primary purpose of these audits is to ensure that safety, compliance and conformance standards are present, appropriate and effective. The audit process shall follow a structured process and as such Stakeholders are required to make relevant evidence available upon request.

8.8 Separate conditions, in compliance with statutory requirements, govern the handling, transportation, treatment and storage of hazardous goods and substances. Goods and substances

presenting fire or explosion hazards, combustible liquids or gases, radioactive substances, chemicals or other environmentally hazardous goods and substances must be stored in dedicated containers, lockers and rooms, and protected from unauthorized access.

8.9 Any incident or accident shall be immediately reported to MglA's airside safety controller at  
+91 6358859857

## 9. Airport Security

9.1 Stakeholders must permit only authorized personnel to access aircraft to perform their duties, and solely for authorized purposes. The same principle applies to their own staff.

9.2 Any personnel entering the Security Hold Area and airside will be subject to frisk search, and their belongings will be thoroughly checked by the Airport Security Group (ASG) or CISF Staff. Personnel entering an aircraft will be subject to a frisk search, and their belongings will be thoroughly checked by the Aircraft Operators Security Staff.

9.3 Hand-carried baggage by passenger(s) shall be allowed only subject to security clearance by the Airport Security Group (ASG) or CISF.

9.4 No Stakeholder shall operate to/from airports in India unless their security programme is approved by the Director General BCAS. Any changes to such approved programmes shall require prior approval from the Director General, BCAS.

9.5 In case of high alert and upon specific instruction from the BCAS, Stakeholders must conduct a secondary frisking of passengers and check hand baggage again by aircraft operator certified security staff.

9.6 Stakeholders must develop and implement a security programme in accordance with the requirements of the National Civil Aviation Security Programme. A written copy of the aircraft operator's Security Programme must be submitted to the Director General, BCAS for approval.

9.7 It shall be the duty of Stakeholders to adhere to the provisions outlined in the approved security measures.

9.8 The Security Programme of Stakeholders must outline practices and procedures to safeguard passengers, crew, ground personnel, aircraft and facilities from unlawful interference. Each

Security Programme of Stakeholders must include, all instructions/ guidelines as prescribed by BCAS. At the minimum, they must include:

- (i) Pre-flight/transit and post-flight security checks of aircraft shall be conducted by the concerned airline operator as per guidelines outlined in BCAS Order no. 09/2018 (procedure for aircraft security check and search) dated 29.08.2018
- (ii) Reconciliation of hold baggage with boarding passengers, including transit and transfer passengers.
- (iii) Procedure to ensure that no weapons, explosives and other dangerous devices are left on board by disembarking passengers at transit stops.
- (iv) Measures to safeguard cargo, courier and express parcels, mail stores, catering supplies and checked baggage including all airport check in baggage.
- (v) Procedures to carrying passengers under judicial or administrative proceedings (as per periodic BCAS instructions).
- (vi) Procedures for the carriage of weapons in the cabin compartment and aircraft hold (as per periodic BCAS instructions).
- (vii) Control of access to parked aircraft.
- (viii) Security of parked aircraft beyond operational hours.
- (ix) Action and procedures in case of bomb threat, hijacking and sabotage or other threats to operations.
- (x) In-flight procedures when suspected item(s) is/are found or believed to be on board an aircraft.
- (xi) Evacuation and search of aircraft on the ground.
- (xii) Special security measures to be enacted during periods of increased threats on specified routes.
- (xiii) Measures to ensure effectiveness, including adequate training of staff including X-BIS screening, physical check of baggage, etc. and periodic testing of effectiveness and updating of the Security Programme and any other AVSEC responsibilities assigned by the Director General, BCAS.

9.9 Airlines are responsible for ensuring that baggage remains untampered from acceptance by airline until it is loaded onto the aircraft or claimed by the passenger.

9.10 In case of an emergency, the affected carrier shall establish information counters at the Airport and in the city to provide accurate information about the welfare of the Passengers/crew of the affected aircraft to their relatives and others.

9.11 The four-level Inline Baggage Screening System at the Airport has been commissioned in accordance with guidelines and specifications provided by BCAS. It shall be responsibility of airlines to promptly clear baggage in a timely manner from the Level 4 area.



- 9.12 Stakeholders shall ensure that its staff (direct and indirect) abide by all applicable rules, regulations and processes at the Airport, as enforced by MglIAL, the regulator or sovereign authorities, and do not indulge in activities that have negative consequences on the image of MglIAL/the Airport.
- 9.13 Stakeholders shall ensure its staff is not involved into the acts of Fraud, theft, Malpractice, and other such activities at the airports that are illegal or unethical. MglIAL reserves right to take suitable action in such scenarios. All security incidents must promptly be reported to the MglIAL as well as regulatory/ ASG/ Police, as the case may be.
- 9.14 Access cards shall be provided to Stakeholders for the areas that have Electronic Access Control System (other than BAEP) on a chargeable basis. Requisite data needs to be provided for registration and creation of such Access Cards.
- 9.15 Stakeholders shall ensure security of its infrastructure, items, equipment that has been brought by them for working purpose.
- 9.16 Stakeholders shall adhere to the material management process established at the airport for taking his equipment/ machines/ items in and out from the airport premises.

## 10. Stakeholder Representative

An authorised representative must be appointed by each Stakeholder. Stakeholders shall notify MglIAL, in writing, about the appointment of such a representative. Until receipt of written notice to the contrary from the Stakeholder, the representative notified to MglIAL would serve as the SPoC.

## 11. Disabled Aircraft Removal

- 11.1 It is imperative for Stakeholders, Owners, Lessee operators or any person having control to promptly remove immovable aircraft "**Disabled Aircraft**" from the movement area in a timebound manner, subject, however, to any requirements or directions by the Aircraft Accident Investigation Bureau, that such removal or disposal be delayed pending investigation of an accident.
- 11.2 To expedite the removal operation of a Disabled Aircraft without compromising safety, all relevant parties must coordinate effectively and be familiar with their roles and responsibilities. Proper procedures for the removal operation should be established and well-documented. An efficient removal operation necessitates thorough planning and readily available recovery equipment and resources.
- 11.3 Stakeholders must ensure the availability of adequate aircraft recovery equipment, procedures and personnel for the recovery of disabled aircraft within the time specified by the MglIAL or within a

timeframe mutually agreed between MglAL and Stakeholders. Failure to remove a Disabled Aircraft from the runway, taxiway or contact stand within the specified period will result in a charge being imposed on the Stakeholders. This charge shall be equivalent to the loss of business incurred by MglAL, as certified by an independent Chartered Accountant appointed by MglAL.

11.4 Subject to air traffic clearances and any operational guidelines issued by MglAL for the Common Use Facilities, Stakeholders must

- (i) have in place a Disabled Aircraft removal plan in accordance with statutory guidelines, regularly update it, and provide a copy to MglAL.
- (ii) either relocate a Disabled Aircraft to another position at the Airport, or,
- (iii) remove a Disabled Aircraft from the Airport at their own cost and responsibility within the specified time, as per MglAL's directives.
- (iv) ensure that senior personnel are delegated (Engineering Head, Flight Safety, Recovery Manager, etc.) for strategic planning purposes.

11.5 Failure to adhere to the aforementioned conditions by Stakeholders will give MglAL the right to relocate or remove the Disabled Aircraft in accordance with document 9137 ASM Part 5 of "Airport Services Manual of ICAO". In such an event, while MglAL will endeavor to recover the Disabled Aircraft safely and effectively, it shall not be held liable for any damage, despite taking precautionary measures during the recovery operation. The entire cost and liability incurred towards such an operation shall be borne solely by Stakeholders. Additionally, Stakeholders shall also be responsible for paying landing, parking and other specified fees related to the disabled aircraft.

## 12. Medical Facilities

12.1 In line with our commitment to providing our Passengers health facilities, MglAL offers Medical and First Aid services. Our medical center is well-equipped with doctors, paramedics and ICU ambulances to address medical emergencies.

12.2 Health and medical services at the Airport cater to the following requirements:

- (i) Handling medical emergencies at the Airport.
- (ii) Providing ambulance services for transfers between the city side and aircraft, and vice versa.

12.3 In the event of a medical emergency on board an aircraft, the responsibility lies with the airline. However, in such cases, Stakeholders must adhere to the guidelines outlined in **Schedule 5**:

## 13. Office Space

13.1 Stakeholders must submit a written request to the Airport's Commercial Department at [commercial.ix@adani.com](mailto:commercial.ix@adani.com) for the allocation of office space. The written request should explicitly state the purpose for which the space is required, such as:

- (i) Administrative purposes

- (ii) Engineering
- (iii) Aircraft maintenance
- (iv) Equipment parking, vehicle storage, etc.

13.2 Upon receipt of the request, Commercial Department will assess its feasibility based on the availability of offices/space and will issue a license corresponding to the area requested by the Stakeholders. The following factors will be considered when evaluating Stakeholders' requests:

- (i) The written application must specify the area in square meters.
- (ii) Creditworthiness – Information about Stakeholders' credit accounts, payment history, consistency of past payments and outstanding debt.
- (iii) The Commercial Department will only consider issuing a space license, if the nature of the activity for which the space is required aligns with the terms outlined in Concession Agreement.

## 14. Tangibles Policy

Stakeholders must adhere to the Tangibles Policy Document outlined in **Schedule 2**.

## 15. Environmental Considerations

15.1 Stakeholders conducting business at the Airport have a duty and the obligation to comply with applicable Environment, Health & Safety standards as well as all laws governing their employees' actions and conduct on the job.

15.2 Stakeholders must comply with the following requirements:

- Commitment as outlined in Airport's ESG Policy.
- (i) Adhere to all aviation and government environmental guidelines, circulars and notifications, including waste management directives issued by DGCA and other government authorities.
- (ii) Provide required support to attain MglAL sustainability targets i.e. water positive, zero waste to landfill, no net loss to biodiversity, carbon neutral, by providing required data and performing required actions.
- (iii) Take adequate measures of water conservation at site and explore the options of utilisation of recycled water.
- (iv) Practice purchase of environment-friendly products and services.
- (v) Participate in carbon management and stakeholder partnership plan to achieve Scope 3 reduction.
- (vi) Take adequate measures to minimize Green House Gas (GHG) emissions from vehicles, aircraft and ground support equipment.
- (vii) Encourage use of EVs and EV charging stations
- (viii) Take adequate measures to reduce noise emission, in compliance and adherence with statutory requirements.

(ix) Provide and participate in training programs with regard to environment and safety for all the staff working at site.

15.3 Stakeholders are encouraged to adhere to Civil Aviation Requirements Section 10 – Aviation Environmental Protection Series ‘B’, Part 1 for “Climate Change Initiatives and Local Air Quality Monitoring in Civil Aviation”.

15.4 Stakeholders must define environmental key performance indicators (KPIs) based on the requirements of the environmental management plan and continuously monitor, evaluate, and analyse environmental protection levels for ongoing improvement. The required data/details, as sought, to be provided to MglAL, as per the desired frequency.

15.5 To achieve airport carbon neutrality, fossil fuel vehicles, where possible and feasible, must be replaced with electric vehicles.

15.6 MglAL reserves the right to audit Stakeholders’ compliance with the MglAL Environment Management Plan.

## 16. Slots & Airport Operations Control Centre

16.1 Slot allocation at MglAL follows the Airport Slot Guidelines published by IATA, as mandated by MoCA, along with local rules applicable to airports.

16.2 Stakeholders must obtain approval for slots prior to flight operations. Slot requests should be sent electronically via email in the IATA Schedule Movement Advice Message format (specified in SSIM Chapter 6) to [slot.ixc@adani.com](mailto:slot.ixc@adani.com) , including arrival and departure linkage in the body text, not as an attachment.

16.3 Stakeholders may submit slot requests in either UTC or local time format. MglAL requires at least 24 hours to process slot requests.

16.4 Slots allocated by MglAL will be cancelled if not operated continuously for 30 days, in accordance with the guidelines for slot allocation and as prescribed by MoCA,

16.5 Operational performance, measured based on block-on and block-off timings, will be evaluated in terms of flight timings.

16.6 Adherence to and performance of slot timings allocated by MglAL are monitored based on confirmed coordinated slot times. Stakeholders must cooperate and provide information to MglAL for analysis and efficiency.

- 16.7 If a Stakeholder intends to base an aircraft for scheduled air services at the Airport overnight, separate approval must be obtained, in advance, from AAHL's Airline Marketing Team. The general terms and conditions towards night parking allocation and utilisation must be adhered by the Stakeholder, as specified by MGIAL, in Schedule 6.
- 16.8 Stakeholders are encouraged to inform MGIAL, in advance, about their future flight operations from Mangaluru to assist MGIAL in long-term capacity planning.
- 16.9 In the event of unforeseen operational delays, airlines should communicate the expected time of arrival and departure to AOCC. No new slot request is required if the operation will take place within 24 hours of the agreed slot time.
- 16.10 General aviation operators must contact AOCC via email ([aocc.ix@adani.com](mailto:aocc.ix@adani.com)) to obtain arrival or departure slots, at least 24hrs prior to operation.
- 16.11 General aviation operators to have MoU signed with available MRO at MGIAL for availability of tow bar and minimum aircraft spares.
- 16.12 General Aviation operators including NSOP airlines, please refer to the CoU for General Aviation or SOPs issued by AOCC, as outlined in Schedule 11.
- 16.13 Ad hoc landings and aircraft operations are contingent upon parking terminal capacity and resource availability.
- 16.14 Check-in counters will generally be allocated 4 hours prior to schedule departure time for International and 3 hours prior for domestic. The counters will remain allocated until 60 minutes prior schedule departure for International and 45 minutes for domestic flights regardless of aircraft type (wide body or narrow body).
- 16.15 Stakeholders shall ensure the following at Check-in counters:
- a. Removal of stationary from temporary storage areas offered at check-in counters, after the flight, by Check-in agents.
  - b. Decorum and hygiene of Check-in counters, which includes proper alignment, and placement of Queue managers after use at designated area only.
  - c. Not to permit wheelchairs inside the counters.
  - d. No misuse of baggage tubs, check-in counters, Conveyors.
- 16.16 Stakeholders must provide the booked load of a flight in advance (at least by 2000 hours of previous day). Counter(s) assignments will be determined by AOCC based on factors such as booked load, operational and maintenance requirements. Dynamic allocation of counters will be

implemented, with special service counters like crew, first class, business class, etc., allocated based upon availability.

- 16.17 Boarding gates will be assigned by AOCC based on requirement and availability. Airlines operating flights from contact stands (PBB) with more than 03 hours of ground time must relocate their aircraft to a remote stand after passengers and baggage disembarkation to optimize contact stand usage. Aircraft relocation must occur within the specified timeframe:
- (i) Narrow body aircraft: 60 minutes from aircraft "on blocks".
  - (ii) Wide body aircraft: 90 minutes from aircraft "on blocks".
- 16.18 Upon instruction from MglAL or MglAL's authorised representative, the operator of an aircraft parked or stored at the Airport must relocate the aircraft as requested. Failure to comply will result in MglAL or MglAL's representative moving the aircraft at the expense of the owner and/or the operator/Stakeholder. MglAL shall not be liable, for any damage to the aircraft during the relocation process.

## 17. Information and Data Sharing

- 17.1 MglAL requires information from Stakeholders to calculate charges for the use of Airport Facilities and Services. If Stakeholders utilise the Airport's Common Use Facilities and Services subject to charges based on passenger numbers and aircraft movement, they must provide the following information to MglAL at the end of each day of usage:
- (i) number of embarking passengers on the Stakeholder's aircraft operating at the Airport on that day
  - (ii) number of disembarking passengers who are transfer or transit passengers from the Stakeholder's aircraft operating at the Airport on that day; and
  - (iii) any further information and/ or disaggregation of passenger numbers MglAL reasonably requires for determining the charges payable by the Stakeholder.
- 17.2 Stakeholders must provide the information specified in Clause 18.1 within twenty-four hours of each use of MglAL's Airport Facilities and Services. If unforeseeable circumstances prevent the Stakeholder from providing this information within the specified period, they must furnish it to MglAL as soon as it becomes available.
- 17.3 Stakeholders are obligated to inform MglAL of any changes to the configuration of aircraft it operates or intends to operate.
- (i) If MglAL has not received configuration details previously, it reserves the right to calculate charges based on the highest category into which the aircraft falls.
  - (ii) If a Stakeholder fails to provide details of a change of configuration concerning an aircraft it operates, MglAL reserves the right to calculate charges based on any previously notified

configuration. No refund of charges for the period before MglAL receives and processes the notification of the change of configuration will be provided, regardless of when the change occurred.

- 17.4 For the purposes of this Clause, Change of Configuration means a change in any or all of the following:
- (i) Type of aircraft
  - (ii) Number of seats
  - (iii) Engine type
  - (iv) Certified noise levels; and
  - (v) Engine NOx emission.
- 17.5 Stakeholders acknowledge that MglAL shall use the information it provides under Clause 18 to calculate Charges for using MglAL's Airport Facilities and Services. Failure to comply with Clause 18 may result in MglAL's charging the Stakeholder based on the assumption that each seat on the aircraft was occupied by a passenger (other than a transit passenger or transfer passenger).
- 17.6 Stakeholders agrees that MglAL (or its agents or accountants) may conduct an audit of a Stakeholder's records and systems related to the shared information under Clause 18, at MglAL's expense, and with reasonable notice.
- 17.7 In addition to the above, the Stakeholder shall provide the following information to MglAL:
- (i) The number of all embarking passengers (including children and infants) on the Stakeholder's aircraft operating at the Airport on each flight, with transit passengers, transfer passengers, infants and positioning crew shown separately
  - (ii) The number of all disembarking passengers (including children and infants) on the Stakeholder's aircraft operating at the Airport on each flight, with transit passengers, transfer passengers, infants and positioning crew shown separately
  - (iii) The total number of passengers, transfer passengers and transit passengers (including children and infants) and the total weight of cargo and mail (expressed in kilograms) embarked and disembarked at the Airport.
  - (iv) Fleet details, including the maximum takeoff weight with respect to each aircraft owned or operated by a Stakeholder.
  - (v) Details of the engine NOx emissions and engine specifications with respect to each aircraft owned or operated by a Stakeholder.
  - (vi) Details of the noise certification value for sideline, flyover and approach with respect to each aircraft owned or operated by a Stakeholder.
  - (vii) Details of cargo arriving at and departing from the Airport on aircraft and road feeder services as provided in the freight flight manifest.
  - (viii) Stakeholder's name and postal address, email address, phone and fax numbers, IATA/ICAO prefix and SITA address

- (ix) Aircraft registration (including aircraft substitutions)
- (x) Variations to schedule (including flight number, aircraft type, route and scheduled time of operation)
- (xi) Estimated time of operation
- (xii) Scheduled time of operation (in UTC) of all flights from point of origin to the Airport with flight durations greater than 4 (four) hours
- (xiii) Stand departure delays greater than 15 (fifteen) minutes.
- (xiv) Flight plan call signs
- (xv) Turnaround linked flight numbers and registrations (including changes)
- (xvi) Estimated departure time to an accuracy of +/-5 (five) minutes
- (xvii) Information as required in Schedule 7; and
- (xviii) Traffic Information/usage of message.

17.8 Stakeholders acknowledge that MglAL may verify from time-to-time the information that a Stakeholder has provided to MglAL by any means, including:

- (i) Reference to data collected by the DGCA and any other Competent Authority
- (ii) Directly counting passengers embarking or disembarking the aircraft operated by a Stakeholder
- (iii) Reference to data collected by the Indian Immigration Service.

17.9 Wherever possible, MglAL will reasonably maintain the confidentiality of any information (advised in writing of being "confidential") provided to MglAL under this Agreement, subject to the following:

- (i) MglAL may use the information for the purpose of Airport capacity planning and forecasting, including disclosing the information to MglAL's professional advisers under declaration of confidentiality; or
- (ii) MglAL may use the information for aggregation into 'total domestic and regional passenger' or 'total international passenger' data for the Airport, which MglAL may disclose in the public domain; or
- (iii) MglAL may disclose the information if Stakeholders agree in writing; or
- (iv) If MglAL is required to do so by Applicable Laws.

17.10 The following information shall not be considered "confidential", even if marked by Stakeholders as "**confidential**":

- (i) Information already presents in the public domain at the time of disclosure or information, though originally confidential, subsequently becomes part of the public domain through no fault of the MglAL.
- (ii) information, which was in MglAL's possession, prior to receipt from the respective Stakeholder, as reasonably evidenced by written records or other writings in existence, or by actual proof of use by the MglAL prior to the disclosure by the respective Stakeholder.



## 18. Transit/Transfer passengers.

Stakeholders are obliged to adhere to and comply with all transit/transfer standards and regulations. They must ensure that all transit and transfer passengers possess correct documentation and connecting tickets to their destination, with a transit time not exceeding 24 hours after arrival at the Airport. The Stakeholder responsible for the transportation of passengers must take full responsibility for their welfare, safety and provide all necessary facilities.

## 19. Inadmissible Passenger

- 19.1 It is the responsibility of the inbound airline to make sure that passengers travelling to India have proper documentation. In the event of an inadmissible passenger arriving to India, it is the sole responsibility of the Stakeholder to arrange and cover the cost of a return ticket to return the passenger to their country of origin.
- 19.2 After receiving an Inadmissible Passenger Form from the Immigration Authorities, an inbound airline must ensure the removal of the passenger from the country on the next available flight to the airport of origin. If the inbound airline aircraft is not a turnaround operation, in most cases, the passenger must be removed from the country on the next departing flight within 24 hours following that arrival.
- 19.3 During the waiting time based on the above points, the inbound airline shall take full responsibility for the passenger's welfare at the Airport and provide all necessary amenities. If a Stakeholder does not have a scheduled flight, or has no available space on that flight, within 24 hours of arrival of the inadmissible passenger, the Stakeholder should arrange for the passenger to be returned on another airline and bear full costs of the ticket.
- 19.4 A Stakeholder shall provide MglIAL with the final date of departure of the inadmissible passenger.

## 20. IT Services & Requirements

- 20.1 Stakeholders must establish a system for electronic data exchange of SITA messages or other approved electronic methods between their DCS and MglIAL. They should inform MglIAL of changes in IT systems or IT infrastructure within their organisation, in advance, considering the potential impact on MglIAL's operational IT systems.
- 20.2 Stakeholders must take all reasonable steps to maintain accurate data within their central systems, including websites, and the DCS.
  - (i) In case of a disruption or flight cancellation, Stakeholders must ensure that their DCS is updated promptly, and a valid SITA message (or other approved electronic method) is sent electronically to MglIAL, as soon as possible, after the disruption or cancellation occurs.

- (ii) When Stakeholders make any change to or replace DCS that could, potentially, impact the wider airport community, they must notify MglIAL.

20.3 Stakeholders are also required to transmit complete and accurate operational data to MglIAL in a timely manner using IATA messaging and communication standards. This includes:

- (i) Aircraft type and registration details, including substitutions.
- (ii) Variations to the schedule such as change in flight number, aircraft type, number of seats, route and scheduled time of operation.
- (iii) Estimated Times of Operation with an accuracy of +/-5 minutes, including complete delay codes.
- (iv) Turnaround linked flight numbers and registrations, including changes.
- (v) Delay codes compliant with IATA AHM 730.
- (vi) Movement Messages (MVT).
- (vii) Arrival and departure Load Distribution Messages (LDM).
- (viii) Passenger Transfer Message (PTM) for arriving flights.
- (ix) Baggage Information Messages (BIM's) or Baggage Source Messages (BSM's).
- (x) Automated message confirming loading of baggage at the point of reconciliation.

20.4 Stakeholders must utilise common IT infrastructure services provided by MglIAL or its appointed concessionaire/ IT service provider to ensure consistency across Airport systems.

20.5 Stakeholders shall adopt to the technologies deployed/intimated by MglIAL.

20.6 Common IT infrastructure services include the following and any other service introduced from time to time for effective and collaborative airport operations. ICT Services are set forth more particularly in detail in Schedule 8.

- (i) CUSS, CUPPS, BRS.
- (ii) LAN (wired & wireless), telephony, passive cabling.
- (iii) CCTV, ACS services.
- (iv) Radio communication systems.
- (v) FIDS information access.

20.7 Stakeholders must share their operational, performance and any other data with MglIAL IT Team upon request.

20.8 The data shared by the Stakeholders with MglIAL will be used for the following purposes:

- (i) Airport operations.
- (ii) Airport capacity planning.
- (iii) Improving passenger experience.
- (iv) Improved collaboration with all stakeholders; and
- (v) Any other passenger-focused purpose.

## 20.9 Information Security

- (i) Stakeholders must adequately train their personnel to implement Airport information security policies and procedures.
- (ii) When utilising MgiAL services, Stakeholders must implement and maintain effective information security procedures to ensure: (a) Security and confidentiality in the consumption of MgiAL services, (b) Protection against anticipated threats or hazards to the security or integrity, and (c) Protection against unauthorised access or use of MgiAL services.
- (iii) Stakeholders may engage third-party vendors for internal business processes, allowing them access to and use of the system under the terms of this CoU, provided:
  - a. Stakeholder assumes full responsibility for all system usage by third-party vendors.
  - b. Stakeholder ensures third-party vendor compliance with the terms of this CoU.
- (iv) In case of a security threat or breach, Stakeholders and MgiAL will collaborate to determine if notification to a third-party is necessary. Neither MgiAL nor the Stakeholder will notify a third party of a security breach without prior consultation.

## 21. Smoking and Vaping Policy

Smoking and Vaping are strictly prohibited inside Airport terminal(s), airside, aerodrome facilities and concourses, except in areas that have been designated and approved as smoking areas.

## 22. Signage, Display & Advertisement at the Airport

- 22.1 MgiAL is authorised to display a Stakeholder's corporate logo within the Airport for purposes of flight information wayfinding. The Stakeholder must provide logo specifications to MgiAL, when requested.
- 22.2 Stakeholders are prohibited from displaying the logo and name in any area of the Airport without written permission from MgiAL, including check-in counters, transfer areas, ticket sales desks, departure gates and lounges.
- 22.3 Unless authorised in writing by MgiAL, no person shall post or distribute commercial signs, advertisements, literature, circulars, pictures, sketches, drawings, handbills, or any other form of printed or written commercial matter or material at the Airport.
- 22.4 All signage of Stakeholders. Including at the SBDs must adhere to MgiAL's standards and receive approval from MgiAL.
- 22.5 Airline Operators are allowed to display operational communication materials next to their allocated check-in counters only during their operation hours. It is the responsibility of the

Operator to remove and store the materials immediately after closing the counters, including stationery.

- 22.6 Stakeholders must follow MglAL's standard operating procedures for events, promotions, campaigns, or any similar activities at the Airport and should contact MglAL's Commercial Team for approval of displaying materials (operational, non-operational and promotional) in the check-in area and boarding gates.
- 22.7 Any media-related activity must obtain prior written approval through MglAL's Corporate Communications Team.
- 22.8 MglAL retains all rights regarding the display, distribution, or penetration of signs, advertisements, and other printed materials at the airport. Stakeholders must obtain prior written permission from MglAL for any such activity. MglAL maintains rights over wireless and communication antennas at MglA, Mangaluru, and all media-related activities must be approved by MglAL Corporate Communications department.
- 22.9 MglAL conducts regular audits at MglA, Mangaluru. If Stakeholders are found violating regulations, they will be required to remove any unnecessary materials immediately. If Stakeholders fail to do so within the specified time, MglAL will remove the materials and Stakeholders must promptly reimburse MglAL for the costs incurred in their removal.

## 23. Commercial Photography, Film and Recording at Airport Premises

- 23.1 Stakeholders shall not take any still or motion pictures or videos for commercial use or public exhibition, publication, or display, or film, make or produce any motion picture, television programme or commercial advertisement in or at any point of the Airport, including, but not limited to, the passenger terminal, unless the following documents, permissions have been received and the prescribed payments made in advance for carrying out the intended activity:
- Stakeholders shall complete and submit a permit application (after approval has been granted by DGCA) to MglAL, at least 10 days in advance of intended filming. The same shall be reviewed and approved by the Chief Airport Officer, MglAL
  - MglAL reserves the sole and discretionary right to restrict the number of entry- permits to be issued for the shoot.
- 23.2 Photography/Videography/Cinematography for commercial use, public exhibition, publication, or display, or to film any motion picture, television programme or commercial advertisement on or at the Airport property shall require payment of the prescribed charges to MglAL, as applicable.

## 24. Tariff and Charges

- 24.1 Stakeholders are responsible for paying charges for the use of the Airport Facilities and services ("**Charges**") along with all applicable taxes. MglIAL will notify Stakeholders of any applicable taxes separately.
- 24.2 MglIAL will issue invoices for the Charges payable by each Stakeholder. Stakeholders must make payment within the timeframe specified in the invoice, using any of the payment methods prescribed by MglIAL.
- 24.3 Stakeholders become accountable for paying Charges to MglIAL from the date of their usage and access of the Airport Facilities and Services.
- 24.4 Stakeholders are responsible for ensuring timely payments for services available at the Airport, as per the agreements with respective service providers, such as fuel suppliers, cargo terminal operators, flight caterers, and IT service providers.
- 24.5 Stakeholders must adhere to the credit policy outlined in Schedule 10.

## 25. Security Deposit

- 25.1 Stakeholders are required to furnish a security deposit to MglIAL, either in the form of an interest-free bank deposit or a Bank Guarantee ("**Bank Guarantee**") issued by a nationalized or scheduled commercial bank in India, as per the format as provided in Schedule 9, and as specified by MglIAL for an amount equal to MglIAL's reasonable estimate of the Airport charges, likely to be incurred by Stakeholders over a two-month period. The security deposit may be subject to revision based on a Stakeholder's operation or periodically applicable tariffs.
- 25.2 Stakeholders must comply with the aforementioned Credit Policy.

## 26. Non-Payment of Charges

- 26.1 Stakeholders must make timely payment of all invoices issued by MglIAL. In the event of a dispute between a Stakeholder and MglIAL, the Stakeholder remains responsible for paying MglIAL the invoiced amount. However, any disputed payment made will be subject to the final resolution of the dispute.
- 26.2 Failure to make timely payments may result in MglIAL restricting the defaulting Stakeholder from using the Airport Facilities and Services without further notice. MglIAL's commitment to providing Airport Facilities and Services is contingent upon a Stakeholder consistently adhering to the terms and conditions of this agreement and fulfilling its payment obligations.

- 26.3 If the Stakeholders fails to pay the Charges according to MglAL's Credit Policy, the Stakeholder shall incur an interest rate of 1.5% per month on the outstanding amount from the day it becomes payable.
- 26.4 The Stakeholder acknowledges that MglAL retains contractual and continuing lien on the Stakeholder's property at the Airport until the Stakeholder pays all charges and interest and, accordingly, MglAL reserves the right to retain the Stakeholder's property, including the aircraft at the Airport, as it deems fit.
- 26.5 The exercise of above rights by MglAL is without prejudice to rights available to MglAL under this CoU or otherwise under the Applicable Laws.

## 27. Recovery of Money Due to Damages

- 27.1 Stakeholders shall bear responsibility for any damage occurring at the Airport, including the Airside and other infrastructure, caused by themselves, their employees, agents, representatives, aircraft, or other vehicles.
- 27.2 If a Stakeholder causes damage at the Airport, including but not limited to the Airside, MglAL will issue a debit memo to the Stakeholder detailing the actual charges incurred. The determination of these charges will be conducted by appropriate vendors or agencies appointed by MglAL.

## 28. Varying Charges

Subject to directives from Governmental or Regulatory Authorities and other notifications by MglAL, any aeronautical charges may be adjusted by providing a written notice to Stakeholders of a proposed increase in charges or security deposit. Such variation will take effect from the date specified in the notice.

## 29. Insurance

- 29.1 Stakeholders are required to procure and sustain, at their own cost, an insurance policy that comprehensively covers all risks and liabilities, from a reputable insurance provider, conforming to industry norms.
- 29.2 Upon request, the Stakeholder must furnish a copy of the following policies to MglAL:
- (i) Airline Public Liability Insurance Policy
  - (ii) Workers Compensation Insurance Policy
  - (iii) Airline Insurance on Automobiles and Other Ground Vehicles
  - (iv) Commercial General Liability Insurance Policy

29.3 Stakeholders must procure and maintain all insurance policies as outlined in Clause 30.1, at their own expense, and must provide evidence of such coverage to MGIAL.

29.4 If MGIAL determines, at any time, that an increased insurance coverage is necessary:

- (i) due to an increased risk of loss to MGIAL, as a result of passage of time, and/or
- (ii) due to changes in industry standards requiring different coverage,

Stakeholders agree to adjust the minimum limits and types of insurance policies, accordingly, upon receipt of written notice from MGIAL.

29.5 It is emphasized that Clause 30 does not imply any recommendation or advice by MGIAL to Stakeholders regarding risk management. Stakeholders are solely responsible for identifying risks and procuring and maintaining adequate insurance coverage to mitigate those risks.

29.6 Regardless of the nature of insurance claim settlements, Stakeholders remain liable for compensating MGIAL for any losses incurred. MGIAL shall not bear any additional costs in this regard. Stakeholders must indemnify MGIAL to the extent of its interest, irrespective of claim settlements.

## 30. Waste Management

30.1 Waste collection, segregation, handling, transportation, and disposal are the responsibility of the Stakeholder, who must ensure that all waste is managed in accordance with Applicable Laws, and/or any policies and guidelines established by MGIAL, periodically.

30.2 MGIAL operates a solid waste segregation and processing facility/plant capable of handling organic waste processing and inorganic waste recycling. This facility can manage solid waste, hazardous waste and e-waste.

30.3 Stakeholders must store solid and hazardous waste in designated areas and establish processes for collecting segregated waste and transfer to secondary transfer stations, as directed by MGIAL.

30.4 All biomedical waste, e-waste and other hazardous waste generated by Stakeholders must be sent to a State Pollution Control Board-approved recycling plant.

30.5 All required permission for handling, storage and disposal of e-waste, biomedical waste, hazardous waste, etc. are required to be taken from the statutory authorities, as applicable.

30.6 To maintain airside safety and security and prevent interference from birds and animals. Stakeholders must ensure cleanliness in and around the airside and ground handling facilities. All waste management activities must comply with Applicable Laws.

30.7 During scheduled maintenance or emergencies, utilities such as waste management facilities, may be temporarily shut down. In such cases, MglAL is not liable, and Stakeholders must provide reasonable support, as needed.

MglAL reserves the right to audit Stakeholders' compliance with the waste management practices. Further, all the required data/details, as sought must be provided to MglAL, as per the desired frequency.

## 31. Effect of Non-Compliance with CoU

If Stakeholders fail to adhere to any provisions of this CoU, MglAL may issue a written notice of non-compliance, providing Stakeholders with a 7 (seven)-day notice period to rectify the situation. If Stakeholders are unable to remedy the non-compliance within this period, MglAL reserves the right to take the following actions:

- (i) Restrict Stakeholders from using the Common Use Passenger Processing System, at the Airport.
- (ii) Withhold allocation of resources, areas, services, etc. at the Airport.
- (iii) Initiate the process to vacate the Stakeholders from the Airport, with costs and service charges, if applicable, to be borne by the Stakeholders.

## 32. Force Majeure

32.1 MglAL may suspend or excuse its obligations under this CoU in the event of force majeure ("**Force Majeure**") preventing it from fulfilling its duties.

32.2 '**Force Majeure**' shall mean and include:

- (i) Natural disasters (Act of God) like lightning, earthquake, cyclone, storm, flood or any other unusual or extreme weather conditions at the Airport.
- (ii) Fire, explosion, chemical or radioactive contamination or ionizing radiation, excluding incidents caused by the affected party or its associates.
- (iii) Significant accidental damage at the Airport due to aircraft crashes, explosions, fires, or other disasters involving an aircraft during landing, parking, servicing (including the supply of fuel) or taking-off in and around the Airside.
- (iv) Epidemic or pandemic declared by the Government of India and/or Government of Karnataka and/or its agencies affecting Airport operations.
- (v) Act of war, invasion, terrorism, sabotage, blockades, embargoes, widespread riots, or civil unrest in India or at the Airport; and



- (vi) An act or event described in (i) to (v) above, primarily affecting a third-party or third-party which directly prevents, impedes, or delays a party in the performance of substantial portion of its obligations/ performance/ deliverables.
- (vii) Notwithstanding anything contained herein, strikes by Airport Employees, shall be an event of Force Majeure.

32.3 MglAL shall not be liable, in any manner whatsoever, to the Stakeholders for any losses, damages, costs, expenses, claims, demands, and/or proceedings relating to or arising out of occurrence or existence of any event of Force Majeure.

### 33. Release and Indemnity

33.1 MglAL and/or its affiliates, shareholders, officers, employees, directors, representatives, or agents shall not be liable for:

- (i) Any loss or damage to a Stakeholder's aircraft, equipment, machinery, or the property of the Stakeholder's crew or passengers at the Airport, regardless of the cause.
- (ii) Personal injury sustained by the crew or passengers, or individuals servicing a Stakeholder's aircraft at the Airport, for any reason.
- (iii) Losses incurred by a Stakeholder due to Airport closure, partial closure, or unavailability of any Airport service or facility, for any reason.
- (iv) Losses incurred by a Stakeholder, or any party associated with a Stakeholder due to delays in the scheduled movement of a Stakeholder's aircraft.
- (v) Any consequential injuries, losses, or damages arising from the use of or closure of the Airport.

33.2 Stakeholders shall undertake to defend, indemnify and hold harmless MglAL, its affiliates, shareholders, officers, directors, employees, representatives and agents, from and against any claims, losses, liabilities, damages, demands, suits, causes of action, judgments, penalties, costs or expenses (including legal costs and attorneys' fees) ("**Claim**") arising from:

- a) Failure of Stakeholder to comply with the Applicable Laws.
- b) Negligent acts or omissions, willful misconduct, fraud, or misrepresentation by a Stakeholder, its officers, directors, employees, subcontractors, representatives, or agents.
- c) Claims against MglAL by a Stakeholder's passengers or any third party arising from a Stakeholder's operations at the Airport.
- d) Breach of any obligations by a Stakeholder as outlined in this CoU.
- e) Employment-related claims by any person employed by the stakeholder or its subcontractors or agents against MglAL.
- f) Intellectual property claims related to any software or hardware implemented or deployed at the Airport by a Stakeholder, and
- g) Property damage, personal injury, or death caused by a Stakeholder, its employees, agents, representatives, aircraft, or other vehicles.

- 33.3 Stakeholders shall promptly settle any amount claimed by MglAL under Clause 34.2 within 30 (thirty) days of receiving notification from MglAL regarding such claim.

## 34. Governing Law and Jurisdiction

This CoU shall be governed by Indian Law. Unless otherwise stipulated in Clause 35, all matters and disputes arising from or related to this CoU shall be exclusively subject to the jurisdiction of the courts of Ahmedabad, Gujarat, India.

## 35. Dispute Resolution

- 35.1 Any dispute, difference, claim, question or controversy between MglAL and Stakeholders collectively referred to as the "**Parties**" arising out of or relating to this Condition of Use ("**Dispute**"), shall initially be resolved through amicable negotiations between the Parties. If the Dispute remains unresolved through amicable negotiations within thirty (30) days of receiving written notice of its existence, it shall be referred to a sole arbitrator. Within 10 (ten) days of invoking the arbitration clause, MglAL shall provide a list of 4 (four) retired Supreme Court and/or High Court judges ("**Nominees**") to the Stakeholder. Within 10 days of receiving the list, the Stakeholder shall nominate 1 (one) of the Nominees as the sole arbitrator. If the Stakeholder fails to nominate a sole arbitrator within the specified time, the top Nominee on the list provided by MglAL shall be appointed as the sole arbitrator, or if unavailable, the next Nominee on the list. If MglAL fails to provide the list of Nominees within 10 (ten) days of invoking the arbitration clause, the court shall appoint the sole arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996.
- 35.2 The award rendered by the sole arbitrator shall be final and binding on the parties.
- 35.3 The arbitration proceeding shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, prevailing at the time of arbitration. The venue of the arbitration shall be Mangaluru, India, and the proceedings shall be conducted in the English language.
- 35.4 The arbitral award shall be issued in writing and shall be deemed be final and binding on the parties involved. The award may also include a determination of costs, which may encompass reasonable attorney's fees and disbursements.

## 36. Assignment

The rights and obligations granted to Stakeholders under this agreement are solely for a Stakeholder's use and may not be transferred or assigned to any other party without the prior written consent of MglAL.

## 37. Sub-Contracting

- 37.1 If permitted by MglIAL, Stakeholders may engage in certain activities at the Airport, subject to the terms of this agreement. However, a Stakeholder shall not sub-contract or assign these activities, either wholly or partially, to any other party without obtaining the prior written consent of MglIAL. When seeking consent, a Stakeholder must provide MglIAL with relevant details regarding the proposed sub-contractor, including: (i) the name of the sub-contractor; (ii) the scope of services provided by the sub-contractor; (iii) the duration for which the services would be provided by the sub-contractor; (iv) the service level agreement, and any other required information. Both a Stakeholder and its sub-contractor must adhere to the policy issued by DGCA dated 25th February 2022 (AIC No. 03/2022).
- 37.2 Regardless of sub-contracting arrangements, the Stakeholder remains fully responsible and liable for the services provided by its sub-contractors or assignees at all times.

## 38. Consent or Waiver

Any consent or waiver provided by MglIAL regarding a breach of this Agreement by Stakeholders shall not be deemed as a waiver of any other breach by the Stakeholder. MglIAL's rights, powers, and remedies under this agreement or under Applicable Laws shall not be affected by any such consent or waiver.

## 39. Amendment

MglIAL reserves the right to amend, change, modify, add, or remove certain terms of this CoU, at its discretion, including for operational requirements or due to changes in Applicable Laws. The revised CoU will be made available on MglIAL's website (<https://www.adani.com/en/mangaluru-airport>). While MglIAL will endeavor to notify Stakeholders of any material changes or updates to the CoU, it is not obligated to do so. Stakeholder's continued use of the Airport Facilities and services after such amendments, changes, or updates will constitute acceptance of the revised CoU.

## 40. Clarifications

In case of any doubts regarding the interpretation of any provisions of this CoU, clarifications issued by MglIAL shall be considered final and binding on Stakeholders.

## 41. Interpretation

Unless states otherwise or unless the context requires otherwise:

- 41.1 In this CoU, unless the context requires otherwise; (i) singular includes plural and vice versa; (ii) "include" and "including" imply without limitation; and (iii) references to months mean English calendar months, with "monthly" construed accordingly.
- 41.2 Any reference to this CoU includes any variation, amendments, or replacements thereof.
- 41.3 "Person" refers to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not, or another organisation or entity, including governmental or political subdivisions, ministries, departments, or agencies thereof.
- 41.4 Headings are included for ease of reference and do not reflect interpretation. Definitions apply to grammatical forms of defined words unless sourced from Applicable Laws. References to Schedules are to Schedules of CoU, and references to this CoU includes its recitals.
- 41.5 If any provision of this CoU becomes invalid, illegal, or unenforceable, it shall be severable, and the validity of the remaining provisions shall not be affected.
- 41.6 References to approval in this CoU are contingent upon final issuance by the Competent Authority for interpretation or governance purposes.

## 42. Services MglAL does not provide.

- 42.1 MglAL does not provide the following services:
- a) Air Traffic Management and Communication, Navigation and Surveillance
  - b) Meteorological services; and
  - c) Such other activities as listed in the Concession Agreement as Reserved Activities.

## 43. Definitions

- 44.1 "**MglAL**" shall mean Mangaluru International Airport Limited which operates and manages MglA.
- 44.2 "**Airport**"/ "**MglA**" shall mean Mangaluru International Airport at Mangaluru in the state of Karnataka and includes all its buildings, equipment, facilities, systems and including, where the circumstances so require, any expansion thereof.
- 44.3 "**Airport Facilities and services**" shall have the same meaning as ascribed to it in Clause 3.
- 44.4 "**Airside**" shall mean the area located at the at the Airport after passing through the security checks, which includes the sections only available to those who are specifically permitted and authorized to access through AEP. The purpose of an Airside area is to control access to operational areas of the Airport.

- 44.5 **"Air Transport Service"/"Air Transport Undertaking"** shall have the same meaning as defined under the Aircraft Rules, 1937 as amended from time to time.
- 44.6 **"Applicable Law(s)"** shall mean all laws in force and effect as of the date hereof, and which may be promulgated or brought into force and effect hereinafter, by any Competent Authority, including any revisions, amendments or re-enactments, and/or any regulations, rules, bye-laws, notifications, ordinances, and protocols, codes, guidelines, notices, circulars, directions made thereunder, and judgments, decrees, injunctions, writs, orders and notifications issued by any court or record, or other requirements, orders, directives, norms of any Competent Authority, and the rules, regulations, development controls, instructions and guidelines (including policies and circulars) issued by the Competent Authority and any notifications or guidelines issued by MglIAL from time to time, whether in effect on the date hereof or thereafter.
- 44.7 **"Apron"** means a defined area on the Airport intended to accommodate aircraft for the purpose of loading or unloading passengers, mail, or cargo, fueling, parking or maintenance.
- 44.8 **"AVSEC"** shall have the meaning as ascribed to it in Clause 4.1 (ii).
- 44.9 **"Bank Guarantee"** shall have the meaning as ascribed to it in Clause 26.1.
- 44.10 **"Business Day"** means any day between 9:30 a.m. and 6:30 p.m. (other than a Saturday or Sunday or a public holiday) on which banks in Mangaluru, India are open for business.
- 44.11 **"Change of Configuration"** shall have the meaning as ascribed to it in Clause 18.
- 44.12 **"Charges"** shall have the meaning as ascribed to it in Clause 25.
- 44.13 **"Common Use Areas"** means the areas at the Airport which are made available by MglIAL from time to time for use by the Stakeholder together with such third parties, as MglIAL may from time to time decide, and which areas shall include the check in counters, ticketing counters, transfer areas, OOG bag counters, SOOG bag counters, holding lounges, check-in halls, the Airside Area etc.
- 44.14 **"Common Use Facilities"** means the facilities at the Airport which are made available by MglIAL to Stakeholders including the outbound baggage handling system, the inbound baggage handling system, air bridges, boarding gates, the common use and curbside check-in counters, the domestic baggage claim facility, the international baggage claim facility, the Flight Information Display System (FIDS), the public address and paging system, the utilities and the computer terminals, software, hardware, counter space and others facilities specified in Schedule 1 to these Conditions of Use.

- 44.15 "**Common Use Passenger Processing System**" shall have the meaning as ascribed to it in Clause 3.
- 44.16 "**Competent Authority**" shall mean and include Government of India ("Gol"), Government of Karnataka ("Gok"), Airports Authority of India ("AAI"), Directorate General of Civil Aviation ("DGCA"), Ministry of Civil Aviation ("MoCA"), Bureau of Civil Aviation Security ("BCAS"), Airports Economic Regulatory Authority ("AERA") or any other subdivision or instrumentality thereof or any other authority empowered by the Applicable Laws.
- 44.17 "**Concession Agreement**" shall have the meaning as ascribed to it in Clause 3.
- 44.18 "**Condition of Use**"/"**CoU**" shall mean this Conditions of Use for Stakeholders and the Schedules of these conditions as amended from time to time.
- 44.19 "**Confidential Information**" shall mean any and all information, data and material disclosed/shared by MglIAL with Stakeholders whether in writing or other tangible form.
- 44.20 "**Claim**" shall have the meaning as ascribed to it in Clause 34.2.
- 44.21 "**Disabled Aircraft**" shall have the meaning as ascribed to it in Clause 12.
- 44.22 "**Disembarking Passengers**" means all passengers on board an arriving aircraft including Transit Passengers, Transfer Passengers, Infant, domestic-on-carriage, and positioning crew, but exclude operating crew.
- 44.23 "**Dispute**" shall have the meaning as ascribed to it in Clause 36.
- 44.24 "**Domestic Flight**" means a flight where the airports for both take-off and landing are within India.
- 44.25 "**FIDS**" shall have the meaning as ascribed to it in Schedule 8 (vii).
- 44.26 "**Force Majeure**" shall have the meaning as ascribed to it in Clause 33.
- 44.27 "**ICT Services**" shall mean and include, without limitation, internet connection, any wireless or other communication system, electric power cable, telephone apparatus, telephone cable, or other cable or apparatus used in any communication, security, lighting, traffic control, traffic aid or other similar system, any pipe, together with any duct for such cable or pipe and any apparatus or works ancillary to such cable, apparatus, pipe or duct, whether permanent or temporary and exclusively provided by us or any third party service provider appointed by us.
- 44.28 "**Landside**" means, the area outside the passenger terminal building and includes facilities and infrastructure in and around the terminal building, excluding the Airside at the Airport.

- 44.29 "**Landside Facilities**" include the roadway systems and access roads; curb sides; bridges and access structures, public car parking areas, administrative buildings and various other services and facilities, provided by MglAL from time to time on the Landside.
- 44.30 "**Maximum Take-off Weight**"/"**MTOW**" in relation to an aircraft means the maximum take-off weight of the aircraft and its contents at which the aircraft may take-off anywhere in the world in the most favorable circumstances in accordance with the Certificate of Airworthiness or any other certificate where details of MTOW is given and issued by a regulatory authority for e.g. Noise Certificate or Manufacturer's Certificate having differential MTOW but highest would be considered in force in respect of the aircraft.
- 44.31 "**NOTAMs**" shall have the meaning ascribed to it in Clause 4.
- 44.32 "**Passenger**" means any person(s) carried on an aircraft with the exception of the flight crew and cabin staff operating the aircraft flight.
- 44.33 "**Personnel**" include an employee, servant, officer, agent, or contractor or subcontractor and anyone else under the control or direction of the Stakeholder as the case may be.
- 44.34 "**Person**" includes an individual, corporation, company, partnership, trust, body of individuals or any other entity.
- 44.35 "**Restricted Area**" means the areas at the Airport determined by MglAL in its sole discretion from time to time and to which access may be restricted by MglAL.
- 44.36 "**Security Deposit**" shall have the meaning as ascribed to it in Clause 26.
- 44.37 "**Stakeholder(s)**" shall mean any person including but not limited to sub-contractors, servants and assignees or entity who undertakes Air Transport Service and/or is involved in Air Transport Undertaking, and/or any other authorized/ permitted airline operator/aircraft operator (as applicable) and includes those who have been issued airport entry permit and an access, in each case, to the Airside at MglA and/or are using the Facility and Services at MglA.
- 44.38 "**SPOC**" shall have the meaning as ascribed to it in Clause 4.1.
- 44.39 "**Summer Schedule**" is the period commencing on the last Sunday in March and ending on the last Saturday in October.
- 44.40 "**Winter Schedule**" is the period commencing on the last Sunday in October and ending on the last Saturday in March.
- 44.41 "**Tax**" or "**Taxes**" shall mean all taxes, levies, imposts, duties, charges, fees, deductions, assessments, demands or withholdings that are, or that are to be, imposed, levied, collected,

withheld, or assessed, together with all interest, fines, penalties, claims, or other liabilities arising under or relating thereto.

44.42 "**Transit Passenger**" means a passenger who arrives at the Airport in an aircraft and departs from the Airport in the same aircraft, where such an aircraft is operating a through flight transiting the Airport and includes a passenger in transit through the Airport who must depart in a substituted aircraft because the aircraft on which the passenger arrived has been declared unserviceable.

Note: A passenger is treated in Transit only if onward travel journey is within 24hrs from Arrival into Airport and is part of same ticket. In case two separate tickets are issued, it would not be treated as a "Transit" passenger.

44.43 "**Transfer Passenger**" means any passenger, who arrives at the Airport on a flight on one aircraft and, without leaving the Airport boards another Aircraft to another destination.

In case, any definition as provided in the Conditions of Use is different from what has been agreed by MGIAL and the Stakeholders in any Agreement, it shall have the meaning assigned to in that Agreement.



## 44. Glossary

<b><u>Acronym</u></b>	<b><u>Full Form</u></b>
<b>AAHL</b>	Adani Airport Holdings Limited
<b>AAI</b>	Airports Authority of India
<b>A-CDM</b>	Airport Collaborative Decision Making
<b>ACS</b>	Access Control System
<b>AEP</b>	Airport Entry Permit
<b>AERA</b>	Airports Economic Regulatory Authority
<b>AHCP</b>	Anti Hijack Contingency Plan
<b>AHM</b>	Airport Handling Manual
<b>AIS</b>	Aeronautical Information Services
<b>AOCC</b>	Airport Operations Control Centre
<b>APHO</b>	Airport Health Organization
<b>APU/GPU</b>	Auxiliary Power Unit/Ground Power Unit
<b>ARFF</b>	Aircraft Rescue and Fire Fighting
<b>ASG</b>	Aviation Security Group
<b>ASP</b>	Airport Security Plan
<b>ATM</b>	Air Traffic Management
<b>AVSEC</b>	Aviation Security
<b>BCAS</b>	Bureau of Civil Aviation Security
<b>BER</b>	Beyond Economical Repair
<b>BHS</b>	Baggage Handling System
<b>BIM</b>	Baggage Information Message
<b>BIS</b>	Bureau of Indian Standards
<b>BRS</b>	Baggage Reconciliation System

<b>BTCP</b>	Bomb Threat Contingency Plan
<b>BTM</b>	Baggage Transfer Message
<b>CAR</b>	Civil Aviation Requirement
<b>CCTV</b>	Closed Circuit Television
<b>CISF</b>	Central Industrial Security Force
<b>CoU</b>	Conditions of Use
<b>CPE</b>	Customer Premise Equipment
<b>CUPPS</b>	Common Use Self Service
<b>CUSS</b>	Common Use Self Service
<b>DCS</b>	Departure Control Systems
<b>DGCA</b>	Directorate General of Civil Aviation
<b>DGR</b>	Dangerous Goods Regulations
<b>EBS</b>	Early Baggage Storage
<b>ELCB</b>	Earth Leak circuit breaker
<b>FOD</b>	Foreign Object Debris
<b>GH</b>	Ground Handling
<b>GHA</b>	Ground Handling Agents
<b>GOG</b>	Government of Gujarat
<b>GOI</b>	Government of India
<b>GOSM</b>	Ground Operations Safety Manual
<b>GPS</b>	Global Positioning System
<b>GSE</b>	Ground Support Equipment
<b>IATA</b>	International Air Transport Association
<b>ICAO</b>	International Civil Aviation Organization
<b>ICT</b>	Information and Communications Technology
<b>IP Port</b>	Internet Protocol Port

<b>IP TV</b>	Internet Protocol Television
<b>IT</b>	Information Technology
<b>LAN</b>	Local Area Network
<b>LDM</b>	Load Distribution Message
<b>Mbps</b>	Megabits Per Second
<b>MgIAL</b>	Mangaluru International Airport Limited
<b>MoCA</b>	Ministry of Civil Aviation
<b>MOWP</b>	Method of Working Plan
<b>MTOW</b>	Maximum Take-off Weight
<b>MVT</b>	Movement Message
<b>NFPA</b>	National Fire Protection Association
<b>NOTAMs</b>	Notice to Air Missions
<b>OOG</b>	Out Of Gauge
<b>OSHAS</b>	Occupational Health and Safety Assessment Series
<b>PBB</b>	Passenger Boarding Bridge
<b>PPE</b>	Personal Protective Equipment
<b>PSM</b>	Passenger Service Message
<b>PTM</b>	Passenger Transfer Message
<b>SBD</b>	Self-Baggage Drop
<b>SLPC</b>	Secondary Ladder Point Check
<b>SMS</b>	Safety Management System
<b>SOCC</b>	System Operations Control Centre
<b>SOOG</b>	Super Out of Gauge
<b>SPOC</b>	Single Point of Contact
<b>SSA</b>	State Support Agreement
<b>SSIM</b>	Standard Schedules Information Manual

<b>STD</b>	Schedule Time Of Departure
<b>UTC</b>	Coordinated Universal Time
<b>VLAN</b>	Virtual Local Area Network
<b>%</b>	Percentage
<b>&amp;</b>	And
<b>@</b>	At the rate
<b>Etc.</b>	Etcetera
<b>in.</b>	Inch

## SCHEDULE 1

### Airport Facilities (Infrastructure) and Services (Operations)

Airport Facilities (Infrastructure) and Services (Operations) include the following services and equipment:

1. Aerodrome control services
2. Air navigation services relating to the Airport.
3. Aircraft cleaning services
4. Aircraft fueling services.
5. Airfield
6. Airfield lighting
7. Lounges
8. Airside and landside access roads and forecourts.
9. Airside and perimeter security including access control and patrolling.
10. Apron and aircraft parking area.
11. Apron control and allocation of aircraft stands.
12. Arrivals concourses and meeting areas
13. Baggage systems including outbound and reclaim.
14. Banks/ automated teller machine(s). MglAL to make investment for providing basic infrastructure facilities only.
15. Bird scaring
16. Money exchange facility
17. Cargo handling
18. Cargo terminals
19. Check-in area
20. Cleaning, heating, lighting, and air conditioning public areas
21. Common Use Passenger Processing System
22. Customs and immigration halls
23. Duty free sales. MglAL to make investment for providing basic infrastructure facilities only.
24. Emergency services
25. Facilities for the disabled and other special needs people
26. Fire service.
27. Flight catering services
28. Flight information and public-address systems
29. Foul and surface water drainage
30. Freight consolidators/forwarders or agents
31. General aviation ground handling/terminals
32. General retail shops. MglAL to make investment for providing basic infrastructure facilities only.
33. Ground handling equipment.

34. Ground handling services.
35. Ground power for aircraft.
36. Guidance systems and marshalling
37. Hangars
38. Heavy maintenance services. MglIAL to undertake these only if such services are in relation to airport and/or aircraft.
39. ICT Services
40. Information desks
41. Infrastructure for the airport complex like roads, drains, water supply etc.
42. Inter-terminal transit (wherever applicable)
43. Landscaping and horticulture
44. Landside Facilities
45. Lifts, escalators, and passenger conveyors
46. Line maintenance services. MglIAL to undertake these only if such services are in relation to airport and/or aircraft.
47. Lost property
48. Noise insulation and sound proofing
49. Passenger and hand baggage search
50. Policing and general security
51. Porter service
52. Prayer Rooms
53. Pre-conditioned air for aircraft
54. Restaurants and other refreshment facilities. MglIAL to make investment for providing basic infrastructure facilities only.
55. Runway
56. Signage
57. Special Assistance Services
58. Taxiways
59. Toilets (including for disabled) and nursing mothers' rooms.
60. Tourist information services. MglIAL to make investment for providing basic infrastructure facilities only.
61. Trolley service
62. Utilities (including electricity, gas, telecommunications, and water)
63. Vehicle fueling services. MglIAL to undertake these only if such services are in relation to airport and/or aircraft.
64. Vehicle parking
65. Vehicle rental. MglIAL to make investment for providing basic infrastructure facilities only.
66. Vending machines. MglIAL to make investment for providing basic infrastructure facilities only.
67. VIP/Reserve lounges

- 68. Warehouses
- 69. Waste and refuse treatment and disposal.
- 70. Welcoming services
- 71. X-Ray service for carry on and checked-in luggage.

MgIAL reserves the right to add other services, facilities, activities, technological improvement into this Schedule as approved by the competent authorities.

## SCHEDULE 2

### Tangibles Policy Document

Item	Policy	Remarks
1. Carpets/Mats (Business / First class counters)	<ul style="list-style-type: none"> <li>To be placed by the Airline only at the First/ Business class counters.</li> <li>Carpets should not be faded Item, torn or dusty and should be in sync with the ambience of the Airport.</li> </ul>	Placing carpets by airline will not be allowed under below circumstances: <ol style="list-style-type: none"> <li>Soiled / Faded Airline Carpets.</li> <li>Sub-optimal quality such as torn carpets will not be maintained.</li> <li>Inconsistent branding colour etc. of Airline brands.</li> </ol>
2. Hand Baggage Sizer at Check-in area and Baggage Sizer at boarding gates	<ul style="list-style-type: none"> <li>Allowed to be brought by Stakeholders.</li> <li>Should be with the objective to display the requisite information for the hand baggage dimensions.</li> <li>Airline logo if any, not to exceed 1.5 Ft X 1Ft on the front.</li> </ul>	Dimensions allowed L: 5ft X W:2Ft X B: 2ft
3. Signs/Displays about restrictions in hand baggage and checked in baggage at Check in.	<ul style="list-style-type: none"> <li>MglAL will be displaying relevant information as per BCAS/ DGCA guidelines at various points in the terminal.</li> <li>Countertop A4 size display with the relevant information, will be installed at all check-in desks by MglAL.</li> <li>For airline specific requirements if any, countertop tent cards may be placed by the airline during check-in and removed thereafter.</li> </ul>	Dimension: A4 Format.
4. Queue Managers/ Tensa Barriers	Will be provided by MglAL at all locations	-
5. Class Segregation signage at the check-in counters	Class segregation will be available on the countertop LCD Displays. Additionally, if required at the time of check-in the airline can place one A3/A4 size frame on top of the tensa barrier.	-
6. Signage/Display at the Aerobridge for: Priority Boarding start time Class segregation	Allowed on (Two) A4/A3 size frames which can be fixed on top of the tensa barriers/ Queue Managers	Dimension: A4/A3 Format



7. SLPC tables and Female frisking view cutters at Boarding gates	Will be provided by MglAL at the boarding gates.	
8. Priority Baggage Signage near arrival reclaim belts	Will not be provided by MglAL at reclaim belts.	For OOG bags, an area is identified to handover their belongings such as cricket bat, wheelchairs or baby-pram etc.

## SCHEDULE 3 – Minimum Service Standards

### Part A: Minimum Standards for Safety and Security

S. No.	Category	Parameters	Measurement Standards	Minimum Service standards
1.	Data	Financial, Operational & Safety Data	<p>Following data shall be shared by the GHA/Self handler in prescribed / Agreed format by Airport Operator on monthly basis (7<sup>th</sup> of every month).</p> <ol style="list-style-type: none"> <li>1. Monthly reporting figures</li> <li>2. Operational data</li> <li>3. Mishandled Baggage (MHB) data</li> <li>4. Baggage delivery data for arrival bags</li> <li>5. Ground service equipment performance data limited to location, utilisation, maintenance.</li> <li>6. Employees' details and training related data</li> <li>7. Accident/ incident reports</li> <li>8. Equipment failure during operations</li> <li>9. Any other data required by the Airport Operator</li> </ol>	100%
2.	Safety	Aircraft damage	Damage to aircraft resulting in substantial damage or Aircraft on Ground (AOG) situation – Not to exceed 1 per 25,000 ATMs (Substantial damage as defined by ICAO)	100%
3.	Safety	Aircraft damage	Minor damage to aircraft – Not to exceed 1 per 10,000 ATMs	100%
4.	Safety	GSE damage	Major damage to GSE – Not to exceed 1 per 10,000 ATMs (Major damage as defined by ICAO)	100%
5.	Safety	GSE damage	Minor damage to GSE – Not to exceed 1 per 1,000 ATMs (Minor damage as defined by ICAO)	100%
6.	Safety	Fatal/ serious injury	Accident involving passenger/ crew/ employees/ stakeholders at airport, resulting in fatality / serious injury – Nil	100%
7.	Safety	LTI	Accident involving passenger/ crew/ employees/ stakeholders at airport – 1 in 40,000 flights	100%

8.	Safety	Certification	GHA/SHA shall procure IATA's Safety Audit of Ground Operations certification ("ISAGO Certification") within One year from the Effective Date and maintain ISAGO Certification	-
9.	Safety	Audit	All audits conducted by Airport Operator / DGCA / Airlines shall be closed within 90 days (about 3 months) and Action Taken Report (ATR) shall be submitted to Airport Operator.	-
10.	Safety	Emergency Response	The Concessionaire shall respond to Airport Operator's Emergency response plan immediately on receipt of relevant information from Airport Operator or from any other source by providing requested equipment and manpower.	-
11.	GSE	Age of motorized GSE	Age of any motorized GSE not to exceed 10 years. Age of lower deck loaders, main deck loader and pushback tugs not to exceed 12 years	-
12.	GSE	Age of non-motorized GSE	Age of non-motorized GSE not to exceed 15 years	-
13.	GSE	GSE Fitness certificate	Equipment with only a valid Permit issued by airport operator and Fitness certificate to operate in airport premises.	100%
14.	GSE	Geo Tagging/Telematics	All GSE/GSV motorized or non-motorized to be geotagged and telematics enabled	-
15.	GSE	Refurbished Equipment	Refurbished Equipment shall not be allowed at the Airport under any circumstances	-
16.	GSE	Electric GSE/ GSV	A. For equipment that require replacement, which do not have immediate electric variant available in the market or for additional capacity enhancement, whenever due, shall ensure that the procurement of electrical variant be done within Six months from the date of availability of such variant or the expiry date of the conventional variant, whichever is later.	-

			<p>B. Farm tractors are not allowed on ramps and should be used for towing cargo only.</p> <p>C. All baggage tugs should be electric only.</p>	
17.	Security	Pilferage	<p>Incidents of pilferages – Nil (Passenger complaints of pilferage from check-in bags supported with evidence to be considered as pilferage cases)</p>	100%
18.	Training	Safety and Security - Familiarization	<p>Comply with safety, security, baggage operations familiarization, and other training requirements as may be notified by Airport Operator or any other relevant authority to ensure competency of the personnel.</p>	100%
19.	Training	Apron driving & CX Teams	<p>SHA/GHAs shall comply with the Airport Operator's apron driving training standards Soft Skills &amp; Etiquettes Training for customer facing teams. Untrained staff are not allowed to perform any duties without supervision of senior staff</p>	100%
20.	Manpower	Background check	<p>GHAs/SHAs shall perform a mandatory background check for all their employees and maintain a database of documents for all employees (As per BCAS Standards) and provide certification that background check is done.</p>	100%

Part B: Minimum Standards for Service Delivery

The GHAs (including self-handling airlines) will have to achieve following Minimum Service Levels

S. No.	Category	Parameters	Measurement Standards	Minimum Service standards
1.	Passenger Handling	Check-in Queue time	Check-in counters to be manned as per allocation, Time spent by a passenger in a queue before reaching the check-in counter shall not exceed: <ul style="list-style-type: none"> <li>3 minutes for first class/ business class passengers</li> <li>10 minutes for economy class passengers</li> </ul>	95%
2.	Passenger Handling	Check-in Transaction time	Time taken to process one passenger at check-in/transfer counter not to exceed: <ul style="list-style-type: none"> <li>60 sec for Domestic</li> <li>180 sec for International</li> </ul>	95%
3.	Passenger Handling	Embarkation	No passenger to be held in PBB/Flexi link after boarding has started	100%
4.	Passenger Handling	Embarkation	Passenger to be boarded in aircraft after receiving cabin clearance only	100%
5.	Passenger Handling	Passengers with Reduced Mobility (PRM)	Response time for PRMs handling request to be within 5 minutes	100%
6.	Passenger Handling	Passengers with Reduced Mobility (PRM)	24x7 manning of PRM desk (wherever available)	100%
7.	Passenger Handling	Transfer desk Waiting time/queuing	Max waiting time at Transfer counters – Not more than 10 mins.	95%
8.	Passenger Handling	CUSS Kiosks	CUSS kiosks to be manned to assist passengers (1 staff for one CUSS Island)	100%

9.	On time performance	Delays in aircraft turnaround	Delays to flights – Not to exceed 2 controllable delays* per 1,000 departures. (Aircraft doors open to close timing to be measured and controllable delay of 5 minutes or more than the approved turnaround time to be considered a delay)	-
10.	Baggage Handling	Mishandled Baggage – Departure	Maximum number of departure bags mishandled not to exceed 2 per 5,000 bags	99%
11.	Baggage Handling	Processing time for PIR (Property Irregularity Report)	Processing time for PIR at arrival MHB (Mishandled Bag) desk – Not to exceed 10 minutes	100%
12.	Baggage Handling	Delivery of baggage	Delivery of baggage at the Arrival baggage belt from chocks-on time: First bag (Dom.): 10 minutes for all First bag (Int.): 15 minutes for all	100%
13.	Ramp Handling	Bussing	Bus to be available at the aircraft within 3 minutes of On-block time. Waiting time for arrival/ departure of buses should not be more than 60 seconds between 2 buses	100%
14.	Ramp Handling	Bussing	Passenger coaches should have electronic display units Outside /inside the coach displaying flight No and Route. Low floor buses with tilt function should be used for passenger transportation	-
15.	Ramp Handling	Marshalling/Wing walker	Marshalling/Wing walker service to be available 3 minutes before on blocks and aircraft shall be checked to be clear from any FOD prior arrival	100%
16.	Baggage Handling	Self-Baggage Drop	GHA or Self handler to support the Airport Operator in its Self-Baggage Drop (SBD) initiative and provide adequate staff for the same.	100%

17.	Terminal Services	Handling of complaints	100% of passenger's airline related complaints received from airport operator responded within *24 hours	100%
18.	Terminal Services	Availability of wheelchairs	100% of time within 5 minutes	100%
19.	Terminal services	Handling of passengers during IROPS	GHA/Airline to handle passengers of delayed, rescheduled, diverted or cancelled flights as per passenger Charter issued by MoCA and available on Air Sewa portal.	100%

**KEY NOTES:**

- Any other policy changes which may impact on any parameters shall be considered as per directives of Competent authority.
- All the data points to be collated by AOCC as nodal agency and share the compliance report to HO every month as per mutually agreed date.

**Evaluation**

Every Quarter, A Joint review will be conducted amongst the Nodal Agency of Airport and SHA/GHAs for the parameters not met as required. Further, Airport operator shall issue a non-compliance letter. Three consecutive letters will demand a detailed investigation, the report of which will be circulated with the concerned/relevant stakeholders for necessary action and if the performance is still not up to satisfactory level, then appropriate steps will be initiated by the Airport Operator at the sole risk and consequence of the SHAs/GHAs, including, but not limited to, termination of the agreement.

**Processing time, queue time measurement & baggage delivery**

- All processing time and queue time measurements to be carried out during peak hours and jointly by representatives of airport operator and GHA.
- Number of samples – Statistically a minimum sample above 30 is of use/valid. Based on our frequency of audits, the sample should be fixed.
- Peak hour for departures will be defined as a period of continuous 60 minutes having maximum number of departures during the 24 hour period.
- Baggage Arrivals - Peak hour for arrivals will be defined as a period of 60 continuous minutes with the maximum number of arrivals during the 24hour period.

**Response to PRM/Wheelchair assistance** – To be measured jointly by airport operator and GHA basis interaction with PRM (event based)

**Mishandled baggage** - Baggage, which is damaged, delayed, lost or pilfered. (currently called "Baggage Mishandled" in IATA Reso 780)

**Reporting Mechanism** – Airport Safety Management System manuals, Incident reports & Monthly reports.

**Audit & Evaluation Mechanism** – Monthly Audits by GHA/Self Handling Airlines, Sample/random measurement & Quarterly Joint Audits by Airport Operator & GHA/Self Handling Airline.



## SCHEDULE 4

### Fire Safety

- (i) The Stakeholder shall not use electrical heater, toaster, electric kettle, and other allied electrical appliances in the offices.
- (ii) The Stakeholders shall not use naked flame/light of any kind in the offices.
- (iii) The Stakeholders shall get their electrical circuit tested, at least once a year and any defect noticed should be rectified immediately. Stakeholders shall submit the test report issued by electrical supervisory licensee holder or engineer to the competent authority.
- (iv) Cable should not be laid on the false ceiling or on the partition wall. Cable, where required, should be laid on metal cable trays.
- (v) Miniature circuit breakers and metal clad distribution boards should only be used for electrical installation and distribution. ELCB should also be incorporated in the circuit.
- (vi) Main switch board, electrical meter, distribution board should not be fixed on the combustible material nor in the combustible panels.
- (vii) Overloading of the circuit is prohibited, and no temporary connection should be made, without specific approval of the competent authority.
- (viii) Combustible material should not be stored under/close to the electric switch board/distribution board/meter and approach to electrical board should be kept clear.
- (ix) If in the allotted space, no false ceiling is provided, false ceiling will not be installed by the allottee, without specific approval from the competent authority.
- (x) Internal partition and modifications are not permitted unless written permission is obtained from the competent authority.
- (xi) Storing of any type of material above the false ceiling is prohibited.
- (xii) Allottee shall get his personnel trained in the use of fire extinguishers.
- (xiii) Allottee shall not store combustible material more than seven days in the offices in terminal buildings.
- (xiv) Adequate fire extinguishers shall be deployed as per BIS 2190.
- (xv) Battery operated emergency light shall be provided in shops.
- (xvi) Telephone numbers of the fire control room shall be displayed at prominent locations.
- (xvii) MglAL Fire Clearance (AFC) shall be obtained by the allottee before occupying the space/carrying out any modification.
- (xviii) Storing of flammable liquid fuel of any type is strictly prohibited.

- (xix) The fire detection & protection system shall be always maintained obstruction free.
- (xx) All woodwork should be painted with fire resistance paint.
- (xxi) Minimum Exit width of 900mm (about 2.95 ft) & minimum clear space of 500 mm (about 1.64 ft) from the ceiling shall be maintained.
- (xxii) In no way, the allottee shall deny the ARFF team from inspecting the office space from a fire safety point of view.
- (xxiii) Tempering with Sprinkle System, smoke detector, Manual fire Call Points, blocking or suppressing MglAL's Fire Detection and Alarm Systems or Equipment is prohibited and is liable to fine.

## SCHEDULE 5

### Medical emergency on board (responsibility of airlines)

- (i) Proper information is passed by airlines/ATC to AOCC for any requirement of an ambulance for transferring the stretcher passenger from city side to aircraft and vice versa.
- (ii) Ensure proper coordination with all regulatory Govt. agencies.
- (iii) Movement of passengers on stretcher is through Airside in coordination with Duty manager Airside. Coordination is required for ensuring the timely availability of ambulances for transporting stretchers to and from the aircraft.
- (iv) The airline will ensure proper coordination and completion of necessary formalities with Senior/Deputy/Assistant Commandant CISF, Immigrations/Customs (for international flights) and CISF to permit accessories like oxygen cylinders etc. along with the stretcher.
- (v) Airline to take all necessary clearance from all concerned authority for passengers accompanying the stretcher passenger.
- (vi) In case doctor declares passenger as dead, airline in coordination with Terminal Manager will coordinate with local police & APHO, inform CISF, AOCC, Head Operations, Chief Airport Officer about the incident (Customs and Immigration for international flights only).
- (vii) Under no circumstances the body should be moved, and any other legal requirement should not be disturbed in the process and wait for the body to be cleared by Police. However, all steps be taken for removal of body from the premises at the earliest in coordination with the local police & APHO.
- (viii) Airlines are supposed to pay for other medical help besides these medical emergencies.

## SCHEDULE 6

### Airline Night Parking Policy

The overnight parking to base aircraft for scheduled air services is subject to acceptance of the following terms and conditions:

- (i) The assigned night parking bay at Mangaluru International Airport Limited (MglAL) is not transferrable to any other airport in the Adani Airport's network.
- (ii) Non utilisation of overnight parking bay for 30 consecutive days and or reduction of operations beyond 10% of DGCA approved schedule for 30 consecutive days will result in automatic withdrawal of this approval and the parking bay will be returned to the allotment pool.
- (iii) MglAL reserves the right to cancel any permission of night parking stand at any time for emergency and operational requirements.
- (iv) Airlines must use the allotted night parking bay within 30 days of the date of this letter.
- (v) Airlines are required to submit an interest free security deposit as prescribed/advised by MglAL after receiving the night parking request from the Stakeholder. The deposit will be refunded at the end of the approved period provided there are no (a) claims pending against the airline; and or (b) any violation of terms and conditions set in this letter.
- (vi) In case of merger/takeover of airline and/or sale transfer of aircraft, the airline which takes over the other airline/aircraft may be permitted to utilise the overnight parking stand granted to the airline/aircraft which is being taken over. In such case, the airline taking over the airlines/aircraft will deposit/replace requisite SD/Bank Guarantee along with other charges.
- (vii) The allocation of overnight parking stands does not guarantee a preferred slot for landing and take-off.
- (viii) The parking stand is allotted to the specific aircraft type mentioned in the allocation letter. Airlines are not permitted to change the type of aircraft for parking unless permitted in writing.
- (ix) Night Parking will be allocated on a first-come, first-served basis.
- (x) Renewal of Night Parking is the airline's responsibility and for new parking requests and renewals, airlines need to reach out to Adani Airport Holdings Ltd.'s Airline Marketing team.

## SCHEDULE 7

### Information and Data Sharing

Data format to be submitted by the Stakeholder to MgiAL

SAMPLE Format:

Scheduled Date (IST)	Flight No.	Aircraft Registration No.	Actual Date of Departure	Actual Time of Departure (IST)	Boarding / Departing PAX	Number of infants

Scheduled Date (IST)	Flight No.	Aircraft Registration No.	Actual Date of Arrival	Actual Time of Arrival (IST)	Arrival PAX	Number of infants

Passenger Airlines

PCM and PSF format available with AOCC  
Cargo Data (All figures in MT)

Date	Courier		Mail		Perishables		All Other Cargo		TOTAL	
	Inbound	Outbound	Inbound	Outbound	Inbound	Outbound	Inbound	Outbound	Inbound	Outbound

Airlines must also share the below automated messages for each flight event, as per the prescribed format.  
shared by MgiAL:

- a. Aircraft Movement Message (MVT)
- b. Load Message (LDM)
- c. Passenger Transfer Message (PTM)
- d. Passenger Service Message (PSM)
- e. Aircraft Diversion Message (DIV)
- f. Baggage Service Message
- g. Forward Baggage Message (FWD)

## SCHEDULE 8

### IT Services & Requirements

#### General Terms & Conditions

- CUSS, CUPPS, BRS, SBD, SITA TEX
- LAN (wired & wireless), telephony, passive cabling.
- CCTV, ACS services.
- Radio communication systems.
- FIDS information access ("Flight Information Display System")
- Digi yatra/e-gates
- DAS
- PAVA
- FBLB
- VDGS
- PDC SCORE
- AODB
- Video wall
- e-POS

## SCHEDULE 9

### Security Deposit

#### Bank Guarantee Format

BANK GUARANTEE NO.: \_\_\_\_\_(DETAILS)  
DATE OF ISSUE: \_\_\_\_\_ (DATE OF ISSUANCE)  
BANK GUARANTEE AMOUNT: INR \_\_\_\_\_  
EXPIRY DATE:  
CLAIM EXPIRY DATE:

#### DEED OF PERFORMANCE BANK GUARANTEE

To  
Mangaluru International Airport Limited  
Adani Corporate House,  
Shantigram, Near Vaishno Devi Circle,  
S. G. Highway, Khodiyar,  
Ahmedabad – 382 421

1. Mangaluru International Airport Limited (“**MgiAL**”), having agreed to accept the bank guarantee (“**Guarantee**”) for INR \_\_\_\_\_(Rupees \_\_\_\_\_Only) (“**Guarantee Amount**”) from \_\_\_\_\_(name of concessionaire) having its registered office at \_\_\_\_\_ (“**Concessionaire**”) for the purpose of amounts payable by Concessionaire to MgiAL for Landing Charges, Parking Charges, Passenger Service Fee, Development Fee, User Development fee and other Airport Charges with respect to its overall operations at Mangaluru International Airport (“**MgiA**”), alias specified by MgiAL from time to time.
2. This is to confirm that at the request of the Concessionaire, we, (*Insert Bank name*), a company incorporated under \_\_\_\_\_(name of Act) and a banking company within the meaning of banking regulation act, 1949 and having Registered Office at \_\_\_\_\_and one of its branch offices at \_\_\_\_\_, a national banking association duly constituted and in existence in accordance with the laws and, for the purposes of this Guarantee, and where claims are payable, acting through its [*Insert branch name*], presently situated at (hereinafter referred to as “**Bank**” or “**Guarantor**”) unconditionally and irrevocably agree to pay to MgiAL immediately on receipt of its first written demand in original on or before

Claim Expiry Date i.e., \_\_\_\_\_, whole or part of the Guarantee Amount without any protest, demur, contestation, reservation, recourse or reference to, upon demand by MgiAL in writing for the breach or failure of the Concessionaire to perform all or any of its obligations (including representations, warranties and covenants) shall not be questioned and shall be final and conclusive. Upon written demand by MgiAL, the Guarantor shall forthwith make payment of the sum set out in such demand notice without any conditions, reservations, contest, or requirement of any proof whatsoever shall be payable by the Guarantor to MgiAL within 2 (two) working days from the date of demand so received by the Guarantor. MgiAL

shall have the right to invoke this Guarantee as many times as it deems fit, and in part or for the full Guarantee Amount, but such invocation shall not exceed the Bank Guarantee amount. In case of invocation of this Guarantee in part, MglAL shall not be required to submit original copy of this Guarantee at the time of invocation and the Guarantor shall act upon receipt of a copy of this Guarantee along with a demand notice.

3. Notwithstanding anything herein contained above including what is stated in clauses thereof, our liability under this Guarantee is limited to the Guarantee Amount and shall be valid up to unless a demand or claim under this Guarantee is lodged with us in writing by MglAL on or before Claim Expiry Date i.e., \_\_\_\_\_ failing which all the rights under this Guarantee shall be forfeited and the Guarantor shall be relieved and discharged from all liabilities hereunder. For avoidance of doubt, it is clarified that this Guarantee shall be effective for a period of 12 months until \_\_\_\_\_ and shall have claim period of 3 months, i.e. till \_\_\_\_\_. Guarantor undertakes not to revoke the guarantee during its currency without the consent of MglAL in writing.
4. We, the Guarantor, further agree that MglAL shall have the fullest liberty, without affecting in any manner our obligations hereunder to make payment, to rescind, terminate or amend/vary any of the terms and conditions or extend time of performance by the Concessionaire from time to time or to postpone for any time or from time to time any of the powers exercisable by MglAL against the Concessionaire and/or forebear to enforce any of the terms and conditions and we, the Guarantor, shall not be released from our liabilities under this Guarantee by reasons of any such variations or extension being granted to the Concessionaire or for any forbearance and/or commission on the part of MglAL, or any indulgence by MglAL to the Concessionaire or by any other matter or thing whatsoever which under the law relating to the sureties would, but for this provision have the effect of so releasing us from our liability under this Guarantee.
5. We, the Guarantor, agree and acknowledge that our obligations under this Guarantee shall be primary, absolute, irrevocable, continuing, and unconditional till Claim Expiry Date. We, the Guarantor, also waive till Claim Expiry Date, presentment to, demand of payment from and protest by MglAL to the Concessionaire before invocation of this Guarantee.
6. We, the Guarantor further undertake to pay to MglAL any money so demanded notwithstanding any dispute or disputes raised by the Concessionaire in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this Guarantee being absolute and unequivocal.
7. MglAL shall not be required to proceed against the Concessionaire before proceeding against the Guarantor for any legal action and the guarantee herein contained shall be enforceable against the Guarantor, notwithstanding that any security or guarantee which MglAL may have obtained or obtains from the Concessionaire is at the time when proceedings are taken against the Guarantor hereunder outstanding or unrealised.
8. This Guarantee shall not in any way be affected by MglAL taking or varying or giving up any securities from the Concessionaire or any other person, firm, or company on its behalf or by the winding up, dissolution, insolvency, or death of the Concessionaire.
9. This Guarantee or any provisions hereof shall not be determined due to the change in the constitution of the Guarantor.
10. This Guarantee or any provisions hereof shall not be determined or affected by the liquidation or winding up, dissolution or changes in the constitution or any scheme of amalgamation, arrangement or compromise or insolvency of MglAL or the Concessionaire but shall in all respects and for all purposes be binding and operative during the currency of this Guarantee on us, the Guarantor.



11. The guarantee will be governed by Indian laws and will be subject to the jurisdiction of courts in Ahmedabad alone.
12. Notwithstanding anything to the contrary, the Guarantor's liability under this Guarantee shall not exceed the Guarantee Amount and unless a claim in writing is lodged with us before Claim Expiry Date all our liabilities under this Guarantee shall stand discharged.
13. We, the Guarantor, hereby state that we have the authority to issue this Guarantee in favour of MglAL and the undersigned has full power to do so under our internal regulations.
14. The benefits under this Guarantee may be assigned by MglAL to any person entitled to the benefits, and a certificate by MglAL to this effect shall be final and binding on the Guarantor.

Yours faithfully,

For and on behalf of (Bank)

Authorized Signatories

Signature: \_\_\_\_\_

Name: \_\_\_\_\_,

Name: \_\_\_\_\_,

Signature: \_\_\_\_\_

Signature Code: \_\_\_\_\_

Signature Code: \_\_\_\_\_

Address:

## SCHEDULE 10

### Credit Policy

#### Mangaluru International Airport Ltd. (MGIAL)

#### Credit Policy Effective from 1st February 2022

This policy document will be applicable from 01<sup>st</sup> February 2022 and shall continue till such time any revision is announced.

The framework mentioned in this document will be applicable for both (a) Scheduled and Non-Scheduled operations of Scheduled Airlines; and (b) for Non-Scheduled Operators. The document is specific to Aeronautical Charges/Tariff approved by Airports Economic Regulatory Authority of India (AERA) and the mandate issued by Ministry of Civil Aviation (MoCA).

#### 1. Standard Policy

1	<b>Billing Cycle</b>	<ul style="list-style-type: none"> <li>For Indian and Overseas Scheduled Airlines: Weekly (7 days) i.e. 1st to 7<sup>th</sup>, 8<sup>th</sup> to 15<sup>th</sup>, 16th to 23rd and from 24<sup>th</sup> to end of the month</li> <li>In exceptional cases and at the discretion of management (E.g.: when aircraft is grounded for more than 5 days), invoices for billable charges shall be raised in the subsequent billing cycle.</li> <li>All invoices will be sent to the Airline with necessary supporting documents via email</li> </ul>
2	<b>Exemption from Payment of Airport Charges</b>	Any exemption from the charges will be as per the mandates, directives and notifications issued by the MoCA, DGCA or by any other Government agencies sometimes.
3	<b>Queries and Clarifications on Billings</b>	For any queries and clarifications, Airline shall revert in writing within two (2) working days from the date of submission of bills. If no queries/clarifications are raised in writing, it shall be construed that the bills raised are accurate and no queries shall be accepted thereafter

<b>4</b>	<b>Charges and Rates</b>	Aeronautical Charges will be based on orders issued by AERA/MoCA from time to time
<b>5</b>	<b>Time for raising invoice</b>	Airlines are required to submit Weekly Traffic Data within three days of billing cycle. Same will be used for billing purposes
<b>6</b>	<b>Credit Period</b>	15 days (about 2 weeks) from the date of invoice and only on submission of Security Deposit. Any delay in submitting the data (as mentioned in point 5 above) beyond the stipulated 3-day period will be accounted as being within the credit period and the same will be reduced accordingly
<b>7</b>	<b>Credit Limit</b>	Shall at no point of time exceed the value of Security Deposit provided by the airline or aircraft operator
<b>8</b>	<b>Security Deposit</b>	As mentioned in Point 2 below and as per any amendments made to this policy from time to time  Security Deposit will be in the form of Bank Guarantee and or interest free Cash Deposit as stipulated for the type of charges. Security Deposit provided by Scheduled Airlines shall be considered and subject to sufficient funds in these financial instruments to cover the existing dues and the amount that would arise due to Non-Scheduled Operations. All Bank Guarantees to be renewed 15 days prior to its expiry date, failing which the same will be uncashed and converted to cash deposit. .
<b>9</b>	<b>Form of Security Deposit</b>	(i) Cash Deposit; or (ii) Bank Guarantee of Schedule Commercial Bank or foreign bank having operations in India
<b>10</b>	<b>Payment Mode by Airlines</b>	<ul style="list-style-type: none"> <li>• Amounts payable shall be made in full and by way of the payment method mentioned in the invoice on or before the applicable due date and shall be credited to the bank account mentioned on the invoice.</li> <li>• All invoices including the interest invoices shall be paid in full without any deductions regarding</li> </ul>

		discounts, collection charges, any disputed charges, or any other reason whatsoever. Tax Deducted at Source (TDS), if applicable, can be deducted at source. TDS amount shall be deposited by the airline with the Government on time and as per the provisions stated in the Income Tax Act
<b>11</b>	<b>Currency</b>	Wherever indicated on the invoice, Airlines shall pay the amounts in Indian Rupee. Wherever Airport Charges are defined in US\$, same shall be converted as per RBI Reference Rate prevailing on the first day of <ul style="list-style-type: none"> <li>• billing cycle or as mentioned in AERA issued Tariff Orders</li> </ul>
<b>12</b>	<b>Taxes on Airport Charges</b>	Aeronautical Charges reflected in the AERA issued Tariff orders excludes taxes. Airlines shall pay all applicable taxes under applicable law over and above the aeronautical charges as indicated in the invoices.
<b>13</b>	<b>Interest on Delayed Payment</b>	If the Airline fails to make the payment of the invoiced amount in full by applicable due date, the unpaid amount shall be considered as overdue outstanding, and interest shall be charged at the rate of one and half percent (1.5 %) per month. Interest shall be charged pro-rata basis on unpaid amount for each day of delay.
<b>14</b>	<b>Accounting treatment of Payments</b>	<ul style="list-style-type: none"> <li>• Once the payment has been made, Airline shall submit the details of the payment made against each of the invoices raised. Payment received shall first be adjusted towards overdue interest, if any, and then towards pending invoices as per FIFO basis</li> <li>• In case of Part Payment, Payment shall be adjusted first towards the dues for which collection charges are not applicable</li> </ul>
<b>15</b>	<b>Action on Delayed Payment</b>	If Airline fails to make the payment of any of the invoices along with interest within a maximum period of thirty (30) Days from date of invoice

		<p>I. Bank Guarantee will be uncashed and/or the overdue amount (including interest charges) adjusted against the held Cash Deposit</p> <p>II. Operations of the Airline will be put on Cash and Carry Basis</p> <p>III. Suspend any or all the services to the Airline after 15 days from date of change status to "Cash and Carry."</p> <p>Credit facility may restart on furnishing of additional Security Deposit and full payment of all outstanding dues (including interest charges). In case of adjustment of Cash Deposit or Encashment of Bank Guarantee against dues, the same shall be used first to clear interest charges invoiced to the Airline.</p>
<b>16</b>	<b>For Scheduled Airlines put on Cash and Carry</b>	Dues payable for both Scheduled and Non-Scheduled operations, shall be paid in full by Wire Transfer or Demand Draft or Credit/Debit Card or UPI before the flight departs from the Airport.
<b>17</b>	<b>For Non-Scheduled Operators</b>	<p>Non-Scheduled Operators are required either:</p> <ul style="list-style-type: none"> <li>• To make payment on Cash and Carry basis wherein, the dues shall be paid in full by wire transfer or Demand Draft or Credit/Debit Card or UPI before the flight departs from the Airport; or</li> <li>• Maintain a Pre-Deposit Account with the Airport for a pre-determined fixed amount or as per the mandates issued</li> </ul>
<b>18</b>	<b>Renewal of existing Agreements/ADP/AVP/AEP</b>	Shall be considered only if payments of all past dues have been cleared within the time specified and demonstration of consistent good payment track record.

## 2. Security Deposit

- a. For Airlines currently operating at the airport:

The Airline shall provide a Security Deposit in the form of interest free Cash Deposit OR a Bank Guarantee as per the format issued from time to time and

with a validity period of one (01) year with a claim period of three (03) months for an amount equivalent to cumulative two (02) months of projected aeronautical billings. Level of operations will be reviewed on quarterly basis to ascertain for any increase in ATMs and the airline will be required to establish additional security deposits. Billings, payment mode and other terms are as defined under the Standard Policy above.

b. For New Airlines

The Airline shall provide a Security Deposit in the form of interest free Cash Deposit OR a Bank Guarantee as per the format issued from time to time and with a validity period of one (01) year with a claim period of three (03) months for an amount equivalent to two (02) months of projected aeronautical billings.

Until the Bank Guarantee is established, the Airline shall provide a cash deposit for aeronautical charges equivalent to 21 days of operations.

**3. Following to be noted**

- Format for submitting the Bank Guarantee is attached as Annex 1 to this notification.
- For queries on Bank Guarantee, Cash Deposit and Security Deposit, including the amounts, you are requested to kindly get in touch with the "Person Concerned" in Finance and as indicated under Point 4 below.

**4. Vendor Creation Details**

<b>Description</b>	<b>Mangaluru, IXE</b>
<b>Name of the Company (Account Beneficiary)</b>	Mangaluru International Airport Ltd
<b>Concern person Name</b>	MglIAL Ms. Anagha Thekkekkara
<b>Email ID</b>	<a href="mailto:Finance.ixe@adani.com">Finance.ixe@adani.com</a>
<b>Phone Number</b>	+91 8714606650
<b>Vendor Address &amp; Bank Details</b>	As per information reflected in the invoice
<b>Bank Account No.</b>	920020066094493
<b>Name of Bank</b>	Axis Bank
<b>Name of Bank Branch</b>	Shantigram Township Branch Shantigram Township Branch, 22 Ground Floor, Shoppers Plaza, Adani Shantigram Township, Near Vaishnodevi Temple, S G Highway Ahmedabad - 382421
<b>Branch Address</b>	
<b>IFSC Code</b>	UTIB0003414
<b>Type of account</b>	ESCROW
<b>SWIFT Code (Intermediary Bank)</b>	AXISINBB032
<b>PAN No.</b>	AASCA7638K
<b>GSTNo.</b>	29AASCA7638K1ZT
<b>TAN No.</b>	AHMA20510A

For any queries or for any additional information for setting up Bank Guarantee / Deposits, please coordinate with the "Concern Person" as per contact details listed in the table.

**Rights for Amendments:** MglIAL reserves the right to add, modify, amend, and alter the Policy stipulations set forth herein and will intimate the Airline in advance before implementing such changes.

## SCHEDULE 11

### General Aviation Operations

#### General Terms & Conditions

Application for landing permission and departure permission to operate to MglIAL should be directed along with the proposed schedule to MGIAL as prescribed under .

SLOT REQUEST PERFORMA					
GENERAL INFORMATION					
Owner/Operator					
GHA at Mangaluru, Karnataka					
<b>Coordinator's Mobile no. at Mangaluru Airport</b>					
Aircraft Type					
MTOW					
Wingspan / Length / Outer Main Gear Wheel Span (Meters)					
Aircraft Registration / Flight No. <b>(As filed in flight plan with ATS unit)</b>					
<b>md"C of A", "C of R" &amp; NOISE CERTIFICATE</b> (If the aircraft is coming to <b>VOML</b> for <b>FIRST</b> time.					
Special information, if any					
Confirm tow bar is available on board or with the GHA at Mangaluru. <b>(YES/NO)</b>			N/A		
NO. OF CREW ON ARR: -			NO. OF CREW ON DEP:-		
NO. OF PAX ON ARR: -			NO. OF PAX ON DEP: -		
Billing Agency Name and Address: -					
FLIGHT DETAILS					
	DATE	TIME	ORIGIN/DEPARTURE STATION		(IATA / ICAO) CODE
ETA			FROM:		
ETD			TO:		
<p><b>Note:</b></p> <ol style="list-style-type: none"> <li>All the columns must be duly filled up.</li> <li>The slot approval by MglIAL is subject to strict compliance with the terms and conditions for operations at Mangaluru International Airport.</li> <li>In case of multiple movements, additional rows may be added in the above Para for flight details.</li> </ol>					



1. No Operator shall operate to or from MglAL without first obtaining written Slot confirmation from MglAL or its designee.
2. MglAL will manage the submitted schedules within the identified capacity levels of the Airport facilities. In periods where submitted schedules result in over-capacity of the Airport facilities, the Operators are expected to work constructively with MglAL or its designee to reduce demand in those periods to levels below capacity limit through the accommodation of their schedule in less busy periods.
3. In the event an existing Operator intends to make changes to a schedule that has already been approved by the MglAL, the Operator shall obtain prior landing/ departure permission from MglAL as per the amended schedule by sending a cancellation and requesting for a new service as prescribed under Annexure 2 and 2A.
4. Operators' performance shall be monitored according to the confirmed coordinated service times. Poor performance or the intent to operate in a manner other than agreed with MglAL may be investigated and necessary action be taken in line with the MglAL's service enforcement procedures as detailed out in Annexure 1. All Operators are required to cooperate and provide any information requested by the MglAL during investigation.
5. Operators should submit the Passenger Name List (PNL) to MglAL's team at least 24 hours prior to the flight departure in agreed format.
6. MglAL reserves its discretion to withdraw any parking permission or service (short term or long term) granted to the Operators for the purpose of airport development. In this regard, the Operator agrees that there will be no liability on MglAL whatsoever.
7. Operators are responsible for passenger control between the terminals and remote parking bays and vice-versa and are liable to ensure the secure process of passenger transfers between an aircraft parked on a remote bay and the terminal buildings in accordance with the prescribed procedures published by MglAL from time to time.
8. Operators shall comply with MglAL's airside safety and security procedures as published in its various manuals. MglAL reserves the unconditional right to conduct Safety/ Security audits of stakeholders in accordance with the implemented SMS.
9. MglAL operates to a 'zero tolerance' FOD policy and requires all Operators to adhere by the principles of Zero-FOD in all operations at the Airport. All Operators, contractors, and persons occupying space at the Airport shall keep the space allotted to them clean and free from debris and materials that could create slip, trip, and fall hazards and fire hazards.
10. To ensure the highest level of operational safety and a continuous improvement of safety performance at MglAL, the Operators (and their contracted service providers) shall maintain and operate a Safety Management System (SMS) that meets pertinent regulatory requirements and/or industry best practices. Operators shall also ensure collaboration with and adherence to MglAL's SMS and relevant policies.
11. Smoking is not permitted inside MglAL's Airside and Aerodrome facilities, except in areas that have been designated and approved as smoking areas. This includes the use of cigarettes, e-cigarettes, and vaping devices.
12. Any incident or accident shall be immediately reported MglAL's airside safety controller. The coordinates are detailed out in Annexure 4
13. Employee trained, qualified and competent staff, and provide evidence of such training and qualifications to MglAL upon request.

14. The above is an interim condition of use and MglAL reserves its rights to issue further conditions as and when it is required or necessary.

**Annexure 1: Service allocation**

SI No	Description	Domestic	International
01	VOML based operators shall request for service approval in the format prescribed in annex 2 at least before	12 hours	<b>72 hours</b>
01A	Non VOML based operators shall request for service approval in the format prescribed in annex 2 at least before	24 hours	<b>72 hours</b>
02	YA approval shall be provided to AOCC at least before Along with  1: Noice certificate  2: COR Certificate  3: COA Certificate	NA	<b>72 hours</b>
03	Confirmation of service by MglAL	Shall be provided within 6 hours of receiving the request on best effort basis, subject to slots availability	
04	Cancellation of service shall be intimated to MglAL before	06 hours	12 hours
05	Service adherence window	15 minutes + -	15 minutes + -
06	Availability of Tow Bar onboard	Mandatory, if tow bar is not available with the GHA or Operator	

15. The approval of service is at the sole discretion of MglAL. Medical charters, VIP operations, Government of India Operations, VOML based operators shall have priority over other requests.

16. Facing constraints on the runway and parking, GA operators may be held liable for financial penalties in the event of non-adherence to this COU.

- a) Failure to intimate a service cancellation shall incur a penalty of ₹ 500,000/- and denial of service approval for 72 hours for the defaulting aircraft registration.

- b) Delay in intimation of cancellation beyond the stipulated time shall be deemed as a service cancellation without intimation and accordingly shall attract penalties as stated above.
- c) A service shall be cancelled if start-up is not requested within 20 minutes before departure.
- d) For arrival services, a tolerance window of +/-15 minutes is permitted. Any delay beyond that will be deemed to be a non-adherence to the service and shall result in a penalty of ₹ 500,000/- along with denial of services for 72 hours for the defaulting aircraft registration.
- e) For repeatedly operating off the service [arrival/ departure], or not adhering to cancellation rules, a penalty of ₹ 1,000,000/- and denial of any service for the next 5 service requests against the defaulting aircraft registration.
- f) A penalty of ₹ 1,500,000 shall be levied on the operator for arriving at VOML/IXE without service approval, denial of any service for the next 5 service requests against the defaulting aircraft registration.
- g) Payments of the penalties shall be done immediately upon presenting of the invoice. Services shall be further denied till such time the payment is not received.

**Annexure 2A**

**Co-ordinates for applying for services / slot**

Email to: [aocc.ix@adani.com](mailto:aocc.ix@adani.com)

Contact no: 6358859631

**Annexure 3: Format for Passenger Manifest**

<b>MgIA - MANGALURU INTERNATIONAL AIRPORT LTD.</b>		<b>Passenger Manifest</b>		<b>Doc. No: MgIA/GA/FMT/1.0 Date- 01/08/2022</b>	
		<b>Department: General Aviation Terminal</b>			
<b>OPERATOR / OWNER NAME:</b>					
<b>REGISTRATION NO.</b>		<b>DEPARTURE TIME</b>		<b>FLIGHT NO.</b>	
<b>PLACE OF DEPARTURE</b>		<b>DATE</b>		<b>DESTINATION AERODROME</b>	
<b>CREW DETAILS</b>					
<b>SR. NO.</b>		<b>DESIGNATION</b>	<b>CREW NAME</b>		<b>GENDER</b>
1		PILOT IN COMMAND (PIC)			
2		CO. PILOT			
<b>PASSENGER DETAILS</b>					
<b>SR. NO.</b>		<b>PASSENGER NAME</b>	<b>GENDER</b>	<b>NATIONALITY</b>	

<b>COUNT DETAILS</b>			
PAX		CREW	TOTAL
<b>GROUND HANDLING AGENCY DETAILS:</b>			
SIGN AND STAMP:	SIGN AND STAMP	SIGN AND STAMP:	
<b>DTM - GENERAL AVIATION TERMINAL</b>	<b>AGENT / PILOT</b>	<b>CISF - SHA INSPECTOR / INCHARGE.</b>	
<b>General Aviation Terminal</b>			
Mangaluru International Airport Ltd., Kenjar, Mangaluru, Karnataka 574142			
Mobile No: +91 6358877435			
<a href="https://www.adani.com/mangaluru-airport">https://www.adani.com/mangaluru-airport</a>			

**Annexure 4: Contact Details of Apron Control**

Email to: [Apron Control] <a href="mailto:dasm.ix@adani.com">dasm.ix@adani.com</a> Phone Number : 6358859857	CC to: [AOCC] <a href="mailto:aocc.ix@adani.com">aocc.ix@adani.com</a> Phone Number 6358877435
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## Key Point of Contact - Airport

### Chief Airport Officer

Mangaluru International Airport

Kenjar, Mangaluru, Karnataka – 574142

cao.mangaluruairport@adani.com

<https://www.adani.com/mangaluru-airport/contact-us>

### For feedback, reach out to

[feedback.ix@adani.com](mailto:feedback.ix@adani.com)