

REQUEST FOR QUALIFICATION AND PROPOSAL FOR

PREPAID TAXI SERVICES

AT

CHAUDHARY CHARAN SINGH INTERNATIONAL AIRPORT, LUCKNOW

ISSUED BY

ADANI AIRPORT HOLDINGS LIMITED

DATE OF ISSUE: 02-April-2025

DISCLAIMER

1. The information contained in or as part of the Request for Qualification and Proposal ("**RFQP**") or otherwise provided to Bidders, was obtained from various sources and is offered in good faith for the guidance of the Bidders only.
2. Each Bidder is obliged to become acquainted with all the provisions of the Applicable Laws affecting the Bid, the execution of the Concession Documents and fulfilment of its terms. Bidders are deemed to have knowledge of and be in full compliance with all the Applicable Laws. Bidders acknowledge and agree that Adani Airport Holdings Limited ("**AAHL**") shall be entitled to disqualify any Bidder, invoke/forfeit its Bid Security and exercise any other remedies it may have (including, without limitation, seek damages for loss of profit / loss of revenues), if any proceedings are brought against any Bidder and / or AAHL and / or any party, for breach of any Applicable Laws in relation to such Bidder's Bid.
3. The RFQP documents do not purport to contain all of the information that may be required by Bidders to evaluate the business opportunity, and / or its commercial potential / value and each Bidder should conduct its own independent legal, financial due diligence or other analysis of the business opportunity, and / or its commercial potential / value and of the information contained or referred to in the RFQP documents and should obtain such professional advice as it deems necessary including consideration of any business risks associated thereto. It is also clarified that this RFQP shall be non-transferable.
4. Any communication to the Bidders from AAHL shall be valid only if received in writing from any person authorized by AAHL.
5. The RFQP documents are not intended to form the basis of a decision to enter into any transaction with respect to the Concession or any other investment decision and do not constitute an offer, invitation or recommendation to enter into or make any such transaction or decision.
6. Neither AAHL nor its employees, agents, directors, consultants, advisors, contractors or sub-contractors, make any representation or warranty, express or implied, or accept any responsibility or liability as to the accuracy or completeness of the information contained in the RFQP documents or information made available or to be made available in connection with AAHL, its business activities and / or the Concession or the Airport and nothing contained herein or provided or to be provided to the Bidders is or shall be relied upon as a promise or representation, whether as to the past or as to the future.

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TERMS DEFINED ELSEWHERE IN THE RFQP

TERMS	CLAUSE
Airport or CCSIA	1.1 (A)
Authorized Signatory	5.6 (B) (i)
Bid Validity Period	5.4
EPOS	3.9 (A)
Prepaid Taxi Services	1.1 (O)
Joint Bidding Agreement	4.4 (i)
AAHL	1.1 (A)
CONCESSION AGREEMENT	1.1 (A)
Term	3.3
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SECTION I : INTRODUCTION TO BIDDERS

1.1 INTRODUCTION

A. ABOUT AAHL

Adani Airport Holdings Limited ("**AAHL**") is an airport services provider at Charan Singh International Airport, Lucknow ("**Airport**" or "**CCSIA**") pursuant to the **Master Services Agreement** dated 18th May 2021 ("**MSA**") entered between LIAL and AAHL.

Under the CONCESSION AGREEMENT, AAHL has the exclusive right and authority, *inter alia*, to operate, manage and develop and to provide aeronautical and non-aeronautical services at the Airport.

CONCESSION

AAHL intends to grant a non-exclusive right for the provision, operation, and management of certain prepaid Taxi services namely prepaid taxi services/ women's fleet taxi services/ prepaid auto services/ Other related services. For the purpose of this RFQP, these services shall hereinafter collectively referred to as "**Pre paid taxi services**". s

1.2 SCHEDULE FOR RFQP PROCESS

The schedule for RFQP process is as follows:

Date	Event
02/04/2025	Date of newspaper advertisement.
02/04/2025	Date of issue of RFQP
20/04/2025	Last date for submission of queries by the Bidders
23/04/2025	Written clarifications by AAHL
25/04/2025	Submission of Bids (to be done before 5:30 pm)

AAHL reserves the right to change the above schedule at its sole discretion. Any such changes shall be intimated to the Bidders at their email address specified in their application.

1.3 SITE VISIT

For site visit, Bidders may send a request at the email address specified in Clause 1.4. Each Bidder may send a maximum four (4) representatives for the site visit. The date and timing of the site visit shall be as specified by AAHL. AAHL shall extend reasonable assistance and cooperation for the site visit by the representatives of the Bidders.

AAHL shall be under no obligation to answer any question or requests for clarification raised by the Bidders' during such site visit and takes no responsibility for any misunderstanding or misrepresentation that Bidders may have concerning the Concession or information given by any of its officers or agents during or pursuant to such site visit. Bidders are requested to formally submit any questions for clarifications arising pursuant to such

site visit as per the format at **Annexure 3**, by the last date specified in Clause 1.2 above. All site visits shall be at the cost, risk and expense of the Bidders.

1.4 CONTACT DETAILS

The following is the address and contact details for submission of Bids (by courier or registered post or hand delivery) in accordance with this RFQP:

**In charge of Ground Trasport Business (GTB),
Chaudhary Charan Singh International Airport,
Terminal 2 Lucknow - 226009, India**
Gtb.lko@adani.com

For all email communications related to this RFQP and request for a site visit, please mention **"RFQP FOR PREPAID TAXI SERVICES AT CCSIA"** in the subject line of the email.

1.5 MODE OF PAYMENTS

Notwithstanding anything contained herein, all payments to AAHL on any account whatsoever have to be made by way of direct transfer into the current account of AAHL as per details stated below:

Name of the Company	Adani Airport Holdings Limited
Name of the Bank	Axis Bank Limited
Address of the Bank	Shantigram township branch, 22 ground floor, Shoppers Plaza, Adani Shantigram, Near Vaishnodevi Circle, S G Highway, Ahmedabad – 382421
Account No.	920020066056336
IFSC Code of the branch	UTIB0003414

Bidders shall forthwith provide AAHL with the proof of any payment made by way of direct transfer.

SECTION II : DEFINITIONS AND INTERPRETATION

2.1 In addition to the terms defined elsewhere in the RFQP, the following words and expressions shall have the meanings set forth below, unless the context otherwise requires: -

- A. **"AAI"** means Airports Authority of India, established under the Airports Authority of India Act, 1994, as amended from time to time, and shall include its successor and assigns.
- B. **"Applicable Laws"** means any and all applicable laws including rules, direction, regulations and notifications made thereunder and judgements of the competent court of law, as may be in force and effect in India during the subsistence of the Concession Documents.
- C. **"Audited Financial Statement"** means the audited balance sheet and profit and loss account along with its schedules for the Financial Year.
- D. **"BCAS"** means the Bureau of Civil Aviation Security.
- E. **"Bid Certificate"** means the bid certificate as per **Annexure 4** to be provided by the Bidder.
- F. **"Bids"** means a valid, irrevocable, final and binding offer submitted by the Bidder in response to this RFQP for undertaking the Concession.
- G. **"Bid Fee"** means an amount of Rupees One Lakh Only (Rs.1,00,000/-) to be provided by bidder before the scheduled time of **RFQP** submission through RTGS/NEFT in favor of to AAHL (**banks detail mentioned in clause no. 1.5**) in the form of a **nonrefundable** tender costing fee or Bid Fee.
- H. **"Bid Security"** means an amount of Rupees Five Lakh Only (Rs. 5,00,000/-) to be provided by the Bidder to AAHL in the form of an interest free refundable (unless forfeited as per the provisions of this RFQP) cash deposit.
- I. **"Bid Validity Period"** means a period of Sixty Days (60) days from the last date of submission, or such other extended period as set forth in Clause 5.4 for which the Bids are required to be kept valid.
- J. **"Bidders"** means all the Entities who have submitted the Bid for undertaking the Concession.
- K. **"Commencement Date"** means the date of handover of the Premises to the Concessionaire.
- L. **"Concession"** means the grant of non-exclusive right for the provision, operation, and management of the Prepaid taxi Services at the CCSIA. The detailed scope of the Concession is more elaborately described in Annexure 2.
- M. **"Concession Agreement"** means the agreement to be executed between the Concessionaire and AAHL for grant of the Concession pursuant to the Letter of Award. The Concession Agreement shall be executed substantially in the format provided in Annexure 8.
- N. **"Concession Documents"** means a collective reference to the Letter of Award, the Concession Agreement, the License Agreement and all other agreements and documents to be executed between Successful

Bidder / Concessionaire and AAHL from time to time, in relation to the Concession (including any guarantees and undertakings). The Concession Documents shall be executed substantially in the formats issued by AAHL.

- O. **"Concession Fee"** means the monthly fee payable by the Successful Bidder for and in consideration of the grant of the Concession which shall be higher of the (i) Revenue Share; or (ii) MMG.
- P. **"Concessionaire"** means the Successful Bidder.
- Q. **"Consortium"** means a group of Entities comprising the Lead Member and the other member(s), who have jointly submitted the Bid in accordance with the provisions of this RFQP.
- R. **"Convenience Fee"** means the fee or charge collected by the Concessionaire from the passengers at the time of availing the Prepaid Taxi Services.
- S. **"Entity"** means any person, body corporate, trust, partnership firm or other association of persons/individuals whether incorporated or registered or not.
- T. **"Eligibility Criteria"** means the combined capabilities, i.e., the Financial Eligibility and Technical Eligibility, of the Bidder as mentioned in clause 4.1.
- U. **"Eligibility Documents"** means the documents substantiating and demonstrating the Technical Eligibility and Financial Eligibility of the Bidder.
- V. **"Financial Bid"** means the unconditional and irrevocable financial offer submitted by the Bidder in the format set forth in Annexure 7.
- W. **"Financial Eligibility"** means the financial capabilities of the Bidder as defined in clause 4.1 (**Error! Reference source not found.**).
- X. **"Financial Year"** or **"FY"** means the period from 1st April of a calendar year to 31st March of the following calendar year, or a part thereof, as applicable for the purposes of the Concession.
- Y. **"Form of Eligibility"** means the completed form stating the Technical Eligibility and Financial Eligibility of the Bidder, to be submitted by the Bidder in the format set forth in Annexure 6.
- Z. **"Gross Revenue"** means the Convenience Fee collected by the Concessionaire from the passengers/ users and shall exclude (i) payments or monies collected by or on behalf of the cab/ taxi drivers ; (ii) common area maintenance charges earned by the Concessionaire; (iii) discounts offered by the Concessionaire to the passengers in accordance with the prior written approval of AAHL; (iv) taxes as per applicable laws levied on the transactions stipulated under the Concession Agreement; (v) any one-time revenues earned like settlement, termination etc.; (vi) exclusion mutually agreed between the Concessionaire and AAHL from time to time; and (vii) any insurance proceeds received by the Concessionaire relating to (a) third party liability insurance paid or to be paid to the person whose claim(s) constitute(s) the risk or liability insured against; and (b) any

form of physical damage of assets, and the Concessionaire has incurred or will incur an expenditure greater than or equal to such proceeds received for repair, reinstatement or otherwise replacement, promptly and diligently of such assets;

It is expressly clarified that:

- (a) insurance proceeds referred to in exclusion (vii) above, shall not include any exclusion of insurance proceeds received for loss of revenues and/or business interruption;
- (b) Gross Revenue will be computed in accordance with the Ind AS. For clarification, any income accrued in books of accounts which is not received/receivable but accounted as revenue under IND-AS should be excluded;
- (c) in case of any dispute, discrepancy, ambiguity, doubt or otherwise, relating to the computation and/or meaning of Gross Revenue, the decision of AAHL, at its sole discretion, shall be final.

- AA. **"Lead Member"** means a member of the Consortium designated as lead member by the Consortium members in accordance with Clause 4.4.
- BB. **"Letter of Award"** or **"LOA"** means the written communication by AAHL to the Successful Bidder for the award of Concession.
- CC. **"License Agreement"** means the agreement to be executed between the Concessionaire and AAHL for the license of the Premises. The License Agreement shall be executed substantially in the format provided in Annexure 8.
- DD. **"Material Information"** means any factor adversely affecting the financial strength, ability to perform any obligations in connection with the Concession, defaults in respect of any loans, borrowings or financial assistance, non-repayments, threatened bankruptcy, insolvency or liquidation proceedings etc. and includes anticipated business development for e.g., merger, amalgamation, reconstructions, takeovers or other corporate restructuring or change in ownership etc.
- EE. **"Minimum Monthly Guarantee"** means the minimum monthly guaranteed amount, considering all escalations, quoted by the Bidder(s) as part of their Financial Bid in Annexure 7 provided under this RFQP.
- FF. **"CONCESSION AGREEMENT"** means Operation, Management and Development Agreement dated 14th Feb , 2020.
- GG. **"Operational Inventories"** shall mean all the assets provided in the Premises by AAHL for undertaking the Concession, the detailed list whereof is provided in Annexure 1.
- HH. **"Performance Security"** means an amount equivalent to eight (8) months MMG, subject to escalation as provided under the Concession Documents, in the form of an interest-free, refundable cash deposit to be provided by the Concessionaire to AAHL as a security for the

performance and due fulfilment of its obligations under the Concession Documents.

- II. **"Premises"** means the area allocated by AAHL at CCSIA from time to time. The precise location and area whereof are provided in Annexure 1.
- JJ. **"Qualified Bidder"** means the Bidders shortlisted by AAHL based on the Eligibility Criteria as per Section IV and other terms and conditions of this RFQP.
- KK. **"Request for Proposal" or "RFQP"** means this request for qualification and proposal, annexures, exhibits, attachments, form of Concession Documents issued pursuant hereto and includes written responses, amendments and clarifications issued by AAHL, from time to time.
- LL. **"Revenue Share"** means the amounts obtained by multiplying the Revenue Share Percentage into the monthly Revenue.
- MM. **"Revenue Share Percentage"** means the percentage of revenue share quoted by the Successful Bidder in its Financial Bid in Annexure 7.
- NN. **"Successful Bidder"** means the Bidder who has been declared successful for the award of the Concession in accordance with the terms of the RFQP.
- OO. **"Technical Eligibility"** means the technical capability of the Bidder as mentioned in clause 4.1 (A).

2.2 INTERPRETATION:

- A. Throughout this RFQP, unless indicated otherwise by the context, the singular also means plural.
- B. Any reference in this RFQP to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision, and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it, as may be from time to time amended, modified, extended or re-enacted, whether before or after the date of this RFQP.
- C. The words "hereof," "herein", "hereunder" and words of similar import when used in this RFQP shall refer to this RFQP as a whole and not to any particular provision of this RFQP. The words "include" and "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.
- D. The headings and sub-clauses of this RFQP are intended for convenience only and shall not in any way affect the meaning or construction of any provision therein.
- E. Words and abbreviations, which have well known technical or trade or commercial meanings are used in this RFQP in accordance with such meanings.
- F. References to recitals, clauses are, unless the context otherwise requires, references to recitals and clauses of this RFQP.

- G. References to days, months and years are references to calendar days, calendar months and calendar years respectively.
- H. References to person shall mean any natural or legal person.
- I. References in this RFQP to any consent or approval or permission or satisfaction or confirmation or certificate or agreement by an Entity shall, in each case, mean in written form and signed by an authorized signatory of such Entity.

SECTION III : TERMS OF THE CONCESSION

3.1 BRIEF SCOPE AND DESCRIPTION OF THE CONCESSION

The grant of non-exclusive right for the provision, operation, and management of the Prepaid Taxi services at CCSIA in accordance with this RFQP. The detailed scope of the Concession is more fully described in **Annexure 2** hereto. AAHL may, at its sole discretion, increase or decrease the area of the Premises. The Concessionaire shall take prior written approval of AAHL for any increase or decrease in the area of the Premises. All the fees and charges payable by the Concessionaire which are based upon the area of the Premises shall change proportionately with such increase or decrease.

3.2 CONCESSIONAIRE

- A. A Bidder could be either a single Entity or a Consortium (not exceeding 3 in numbers).
- B. The Concessionaire shall execute the Concession Documents with AAHL.
- C. The Concessionaire shall undertake the Concession in accordance with the Concession Documents.
- D. The Concessionaire shall be solely responsible for obtaining necessary approvals and complying with the requirements under Applicable Laws.

3.3 TERM OF THE CONCESSION

- A. Subject to earlier termination, as per the provisions of the Concession Documents, the term of the Concession shall be for a period of five (5) years from the Commencement Date ("**Term**").
- B. The Term may be extended at the sole option of AAHL, on such terms and conditions as may be mutually agreed between AAHL and the Successful Bidder.

3.4 HANDOVER

- A. The entire Premises shall be handed over to the Concessionaire on as is where is basis.
- B. The Concessionaire shall ensure to commence the Concession by the Commencement Date.

3.5 FEES AND PAYMENTS

The Concessionaire shall pay to AAHL, the following fees and charges, and the taxes at actuals applicable thereon, in accordance with the terms and conditions of the Concession Documents:

- i. **Common Area Maintenance (CAM) Charges:** The Concessionaire shall pay the Common Area Maintenance ("**CAM**") Charges of Rupees Eight Hundred and ten only (Rs. 810/-) per square meter per month (*applicable for the Financial Year 2024-25*) for the Premises handed over from the

Commencement Date, which shall be subject to escalation of ten percent (10%) every subsequent Financial Year.

- ii. **License Fee (under the License Agreement):** The Concessionaire shall pay the License Fee of Rupees One Hundred only (Rs. 100/-) for the Premises from the Commencement Date. The License Fee shall be subject to annual escalation of ten percent (10%) every subsequent Financial Year.
- iii. **Concession Fee:** The Concessionaire shall pay from the Commencement Date, Concession Fee being the amount which shall be higher of (i) Revenue Share, and (ii) the MMG. The MMG shall be payable in advance within seven (7) days of the beginning of each month. In case Revenue Share is higher, the differential amount shall be paid within seven (7) days from the end of the month.
- iv. **Other income:** The Concessionaire shall take prior approval of AAHL for any branding, display, promotion or sampling of any products at the Premises in any manner whatsoever, on separate commercial terms to be specified by AAHL. AAHL shall be entitled to carry out any such promotion activity at the Airport, including without limitation, at the Premises; and Concessionaire shall permit for such promotion at the Premises.
- v. **Utility Deposit:** The Utility Deposit amount shall be Rupees One Lakh (Rs. 1,00,000/-) for each of the utility meters installed at the Premises, within seven (7) days from the Commencement Date.
- vi. **Utilities Cost Reimbursement:** Concessionaire shall reimburse utility cost as per monthly invoice raised by AAHL based on actual consumption of utilities by Concessionaire at the Premises. AAHL may, at its sole discretion, from time to time during the Term, revise the rate for utilities cost reimbursement depending upon cost AAHL has to incur for such Utilities. Utilities cost reimbursement shall be applicable with effect from the Commencement Date.
- vii. **IT Services:** Concessionaire shall pay the IT charges and deposits towards IT services as per LA/CA agreement to be entered into with AAHL or the service provider nominate by AAHL.
- viii. **Taxes:** Except for income taxes which shall be borne by the respective parties, all present and future taxes, duties, cesses and levies in relation to the Concession, including without limitation, any Goods and Service Taxes (GST), shall be solely borne by the Concessionaire.

3.6 PERFORMANCE SECURITY

- A. As security for due performance and fulfilment of obligations under the Concession Documents, the Concessionaire shall provide to AAHL the Performance Security within seven (7) days from the Letter of Award or any other date as may be specified by AAHL at its sole discretion.
- B. Without prejudice to its other rights and remedies under any contract, law or equity (including without limitation AAHL's right to terminate the Concession Document for breach), AAHL shall be entitled to forfeit/adjust the Performance Security or any part thereof by giving fifteen (15) days prior notice to the Concessionaire, if the Concessionaire

or any of its Affiliates fails to perform or commits breach of any of its obligations or the terms and conditions of the Concession Documents or any other agreement that the Concessionaire or any of its Affiliates may have with AAHL. It is clarified that AAHL may draw from the Performance Security any costs, expenses, losses, damages or compensation arising out of any breach or failure of the Concessionaire or its Affiliates. In case of termination of Concession by AAHL due to breach, default by the Concessionaire, Performance Security shall be forfeited to the extended of total outstanding dues of AAHL. Default by Concessionaire includes inability of the Concessionaire to commence operations within three (3) months from the date of the Letter of Award.

- C. The Performance Security shall be refunded/returned within six (6) months from the end of the Term subject to adjustment of all amounts payable to AAHL and claims of AAHL therefrom, if any.

3.7 TRANSFER PROPERTIES AND TRANSFER CONSIDERATION

On the expiry or early termination of the Concession Documents, all tangible fixed assets (immovable and movable) that were constructed, developed or procured by the Concessionaire for the performance of the Concession at the Airport, including without limitation, capital works in progress pursuant to the Concession ("**Transfer Properties**") shall *ipso facto* stand transferred to AAHL (with good title and free and clear of all encumbrances, charges, liens) in consideration for the transfer payment ("**Transfer Consideration**") of Rupee One Only (Re. 1/-).

3.8 MARKETING

- A. The Concessionaire shall participate in the loyalty program that may be introduced by AAHL and adhere to all its terms and conditions in such manner as may be specified by AAHL.
- B. The Concessionaire shall further participate in any other promotional and incentive schemes that may be introduced by AAHL from time to time. The Concessionaire shall support any such initiatives as may be organized by AAHL.
- C. The Concessionaire shall, at its own cost, include brands/logos/taglines of AAHL and/ or its Affiliates on their promotional material in such manner as may be required by AAHL from time to time.

3.9 OPERATIONAL INVENTORIES

- A. AAHL shall provide to the Concessionaire all the Operational Inventories, as more fully described in Annexure 1.
- B. Title of all the Operational Inventories shall remain with AAHL, and the Concessionaire shall have no ownership interest in the Operational Inventories.
- C. The Concessionaire shall only be entitled to use the Operational Inventories for the purposes of undertaking the Concession.

- D. The Concessionaire shall be solely responsible for the proper upkeep and maintenance of all the Operational Inventories and shall always maintain the same in good working conditions.
- E. The Concessionaire shall use due care & diligence to prevent loss or damage to the Operational Inventories. All the charges towards repair/servicing or any other incidental expenses on operation and maintenance of the Operational Inventories shall be borne by the Concessionaire.
- F. The Concessionaire shall hand over the Operational Inventories back to AAHL in good working conditions, to the satisfaction of AAHL, at the end of the Term.

3.10 BILLING AND AUDIT

- A. The Concessionaire is required to maintain and operate a computerized, tamper proof, electronic point of sale billing system ("**EPOS**"), as approved by AAHL through the vendor appointed by AAHL, for all transactions/sales at the Premises.
- B. The Concessionaire shall pay the EPOS vendor the cost as specified by AAHL.
- C. The Concessionaire has to integrate their EPOS with point of sale of AAHL platform to facilitate automatic transfer of sales data to AAHL in the format as may be specified by AAHL.
- D. The Concessionaire shall use state-of-the-art technology, systems in the field. The system shall minimize the billing and queueing time for the customers by ensuring the shortest possible transaction time.
- E. The Concessionaire shall provide AAHL statements and details of monthly audited accounts at the time of payment of the Concession Fee in the manner provided in the Concession Documents.
- F. AAHL shall have the right to appoint a third-party auditor for the purpose of auditing books of accounts, commercial operations, etc. and such cost shall be borne by Concessionaire.

The other terms and conditions of the Concession are detailed in the form of the Concession Documents issued by AAHL, which shall form an integral part of the RFQP. Bidders are advised to refer to the form of the said Concession Documents, for a better understanding of the Concession and their obligations in relation thereto, prior to the submission of Bids.

SECTION IV : ELIGIBILITY CRITERIA, DISQUALIFICATION AND CONSORTIUM

4.1 ELIGIBILITY CRITERIA

The Bidder meeting the following eligibility criteria and complying with other terms and conditions of this RFQP shall be shortlisted as the Qualified Bidder:

A. General

The Bidder must be fulfill the criteria as mention in below

B. Technical Eligibility Criteria:

- i. The Bidder must be a well-established Entity involved in or advising on the operation, and management of prepaid taxi services; and
- ii. The Bidder must have been undertaking such business(es) and/or concession(s) for at least one (1) airport in India for a period of at least one (1) year.

C. Financial Eligibility Criteria:

- i. The Bidder must have been shared P&L Statements and Balance Sheet which is described income generated from prepaid taxi services for at least one (1) airport in India for a period of at least one (1) year.
- ii. Certificate from the chartered accountant is required to certify the turnover for the last 1 Financial Year in accordance with the Audited Financial Statements of the Bidder/ Affiliate(s), as the case may be.

4.2 CREDENTIALS OF AFFILIATES

- A. For determining the Eligibility Criteria of the Bidders, the relevant experience of the Bidders' Affiliates, may also be considered.
- B. If a Bidder, who relies on one or more Affiliate(s) for eligibility, is awarded the Concession, AAHL may, at its discretion, require such Affiliate(s) to provide appropriate guarantees and undertakings, including without limitation, corporate guarantees for the performance of the Bidder and undertakings to maintain the relationship of the Affiliate(s) with the Bidder.

4.3 DISQUALIFICATION

- A. In addition to the grounds specified elsewhere in the RFQP, AAHL shall have the right to disqualify any Bidder if, in AAHL's sole opinion:
 - i. the Bid is not in form or on the terms prescribed in the RFQP, or is inaccurate, incomplete, conditional, ambiguous, obscure or contains deviations or irregularities.
 - ii. the Bidder, or any employee, officer, agent, director, advisor, consultant, contractor, sub-contractor, servant or staff member of, or

any person associated with such Bidder has or may reasonably be thought to have, at any time, involved in any dishonest, fraudulent, illegal or unlawful business practices whether in connection with the Bid or otherwise;

- iii. the Bidder engages in anti-competitive behavior including, collusion between Bidders or solicitation of AAHL's employees, agents, directors, consultants, advisors, contractors, or sub-contractors. Bidders may only have contact with the authorized official of AAHL solely for the limited purpose of submission of Bids and queries concerning the RFQP and other matters as provided for in the RFQP;
- iv. the Bidder breaches any of the terms and conditions contained in the RFQP;
- v. any other fact or circumstance exists, which justifies such disqualification in the sole discretion of AAHL.

B. Notwithstanding anything to the contrary, AAHL reserves the right to disqualify from participation in the competitive bidding process, a Bidder if such Bidder or any of the Affiliates of the aforesaid persons or the promoters, directors, partners, beneficial owners or senior management of the aforesaid persons or their Affiliates:

- i. has been disqualified from a tendering process by AAHL or its bid was rejected by AAHL or a contract awarded to it is under dispute for material breach or was terminated by AAHL for non-compliance; or
- ii. has withdrawn from the tendering process conducted by AAHL subsequent to award of concession; or
- iii. is or has been either directly or indirectly involved in any frivolous or vexatious litigation against AAHL; or
- iv. has been convicted in any criminal case;
- v. and if any of the above circumstance(s) is, in the sole opinion of AAHL, likely to adversely affect the performance of the obligations under the Concession by the Bidder. The decision of AAHL in this regard shall be final and binding on all the Bidders.

C. In this regard, AAHL shall be entitled, in its sole discretion, to take into account information furnished by the Bidder and/ or information obtained from other sources considered by AAHL to be appropriate.

D. Any Bid that is incomplete, qualified and/ or subject to any conditions, may be rejected, at the sole discretion of AAHL. Without prejudice to the generality of the foregoing, any defect in the Bid Documents of the Bid may render the entire Bid liable to be rejected. AAHL may in its sole discretion permit Bidders to correct any minor deficiencies, clerical or typographical errors or omissions in the Bid.

4.4 PARTICIPATION BY CONSORTIUM

In case of a Consortium, the following conditions apply:

- (i) The Consortium must be formed prior to submission of Bid, as evidenced by a joint bidding agreement ("**Joint Bidding Agreement**") among the Consortium members to participate in the RFQP and, if awarded, to perform the Concession. A notarized copy of such Joint Bidding Agreement shall be submitted as part of the Bid Certificate.
- (ii) A Consortium shall not have more than three (3) members. The Consortium must designate in its Bid one member as the Lead Member who shall hold minimum 26% stake in the Concessionaire till the end of the Term from the Commencement Date.
- (iii) Subject to Clause 4.4(ii) above, the Consortium should meet the Eligibility Criteria in Clause 4.1.
- (iv) The Consortium shall ensure that the Concessionaire obtains all approvals including prior security clearances from relevant authorities.
- (v) All Consortium members shall be jointly and severally liable for complying with the terms and conditions of the RFQP, and if awarded the Concession, the terms of the Concession Documents.
- (vi) The Consortium members shall authorize the Lead Member to communicate and interact with AAHL on behalf of the Consortium and to act and enter into binding commitments on behalf of the Consortium, in relation to the RFQP. AAHL shall, at all times and at its option, be entitled to communicate only with, and to rely only on statements, responses and communications received from the Lead Member. Any communication to or discussion/agreement between the Lead Member and AAHL shall be deemed to be done or agreed with the Consortium as a whole and shall bind the Consortium.

4.5 OTHER

- A. It is clarified that Bidder(s) shall be solely responsible for complying with Applicable Laws for participation in the RFQP and, if awarded, the performance of the Concession, including without limitation, approvals from BCAS, etc. within thirty (30) days, unless extended by AAHL at its sole discretion, from the date of the Letter of Award. In case of delay in obtaining any Approval beyond the stipulated period herein, then AAHL shall have a right to terminate the Concession Documents and forfeit the Performance Security in terms of Clause 3.6.
- B. The documents demonstrating the Financial Eligibility and Technical Eligibility of the Bidder shall be considered as the Eligibility Documents.

SECTION V : RFQP PROCESS

5.1 GENERAL TERMS OF THE RFQP PROCESS

- A. Bidders shall participate and submit Bids in accordance with this RFQP.
- B. No Bidder shall, directly or indirectly, or through an Affiliate, participate in or be associated with more than one Bid. Multiple Bids in contravention of the foregoing are liable to be rejected and the respective Bidders are liable to be disqualified from the RFQP process
- C. No Bidder shall be an entity that has an interest (whether by way of equity or otherwise) in an air carrier. For this purpose, an entity shall be deemed to have an 'interest' in an air carrier, if it is the operator, promoter or shareholder (excluding public shareholders or institutional shareholders or institutional investors in case of listed companies) of the air carrier or an Affiliate of such operator, promoter or shareholder has an interest in such air carrier, or if such air carrier has an interest in such entity, in any manner as determined by AAHL, at its sole discretion.
- D. Bidder shall fill up, sign and submit the documents and information in the forms as annexed hereto.
- E. The Bidder shall submit the Bid as an irrevocable offer to contract with AAHL in the manner specified in the RFQP. Each Bid shall be accompanied by a Bid Security as specified in Clause 5.5 and shall be valid for the Bid Validity Period as specified in Clause 5.4.
- F. The Bidder acknowledges and agrees that by submitting its Bid, it shall be deemed to have agreed to all the terms and conditions of the RFQP including the format of the Concession Documents.
- G. By submitting its Bid, the Bidder further agrees that:
 - i. it has read, understood and is submitting Bid in compliance with the RFQP, including without limitation, all enclosed annexures, and agrees to be bound by the RFQP; and
 - ii. in the event it is awarded the Concession, it shall, in accordance with the RFQP, execute the Concession Documents and provide the Performance Security, and other payments as required under the RFQP.
- H. AAHL at its sole discretion, reserves the right to:
 - i. in case of receipt of a single bid, AAHL may accept the same and award the Concession to such single Bidder and declare it as a Successful Bidder;
 - ii. modify any terms of the Concession at the time of award in mutual agreement with the Successful Bidder;
 - iii. require all Bidders to submit fresh Bids at any stage;

- iv. change any of the terms of the RFQP at any time until the last date for submission of the Bids, as set forth herein;
- v. accept or reject any Bid, and to cancel, modify, withdraw or annul the bidding process and reject all Bids, call for fresh Bids or restart the bidding process, at any time, without any liability or any obligation of any nature without assigning any reasons;
- vi. to proceed with the RFQP process and award of the Concession, regardless of number of Bidders who participate in the RFQP or the number of Bids received. For the avoidance of doubt, it is clarified that AAHL may, at its option, continue with the RFQP process and award of the Concession, even if there is only one Bidder; And
- vii. make counteroffer of higher MMG or Revenue Share Percentage or both to the Bidder obtaining highest marks.

The Bidder shall not dispute or call into question any part of the RFQP or other action in relation thereto by AAHL.

- I. AAHL shall not entertain any kind of negotiations or deviations of the terms and conditions hereof or of the Concession Documents, post submission of Bids. Concessionaire shall execute the Concession Documents which have been circulated pursuant to this RFQP and in the format as specified by AAHL.
- J. Intellectual property rights in relation to the material contained in the RFQP vest in AAHL. Without the prior written consent of AAHL, the RFQP cannot be used or copied in whole or in part or in any form or in any format other than within the Bidder's organisation solely for the purposes of submitting a Bid hereunder.
- K. Bidder must note that any error, incorrect information, negligence, or failure on the part of the Bidder to obtain any and all reliable information or on any other matters affecting the Concession shall not relieve the Bidder from its obligations under the RFQP.
- L. Bidders shall be solely responsible for making own assessments and estimates for performance of the Concession, based on independent examination. AAHL takes no responsibility for any assessments and estimates made by the Bidders.
- M. Bidder must note that there will be no change in the obligations of the Concessionaire under the Concession Documents in the event of any change in the legal, regulatory, operational, financial, etc. conditions relevant to the Concession, and/or the Airport.
- N. The Bidder acknowledges and agrees that the receipt of the RFQP, its participation in the RFQP process or submission of Bid under or any action taken by AAHL in connection with the Concession pursuant to the RFQP would not be deemed to create any claims, rights, obligations or expectations whatsoever in favour of any Bidder.

- O. This RFQP is intended to be used only by the Entity to whom it is addressed and not by anyone else.

5.2 AMENDMENTS TO THE RFQP

- A. AAHL shall have the absolute right to amend or vary, in any manner and at any time prior to the last date and time for submission of the Bids, the RFQP process or the RFQP documents including without limitation, the key terms of the Concession, the terms of the Concession Documents or the time schedule of the RFQP process.
- B. Pursuant to any such amendment or variation, AAHL may at its sole discretion permit Bidders to submit revised Bids. If AAHL permits a Bidder to submit a revised Bid and any Bidder fails to submit the revised Bid or to withdraw its previous Bid, within the time permitted by AAHL therefore, it shall be deemed that such Bidder does not intend to modify its Bid and that such amendment or variation has been taken into account in such Bidder's previous Bid.
- C. In the event of any changes in Applicable Laws or policy relating to the Concession, AAHL retains the right to make such modifications and/ or take such actions as may be deemed to be appropriate by AAHL, including continuing with and/ or modifying the process or terms of RFQP or the Concession Documents at any time prior to the execution of the Concession Documents.
- D. Notwithstanding anything to the contrary, no amendment, modification or variation, of any of the terms and conditions of the RFQP shall be effective unless issued in writing by any person authorised by AAHL in this behalf.
- E. Amendments in relation to the RFQP (if any) shall be intimated to the Bidders at the email address specified by them in their respective application.

5.3 CLARIFICATIONS

- A. Bidders may submit a written request to AAHL for clarifications in relation to the documents comprising the RFQP no later than the date specified in Clause 1.2. All such queries should be sent by email address specified in the application for RFQP to the e-mail address specified in Clause 1.4.
- B. Queries / clarifications shall be sought in the format provided in Annexure 3.
- C. Information / clarifications may be provided by AAHL at its sole discretion in the manner deemed appropriate by AAHL.
- D. Responses (if any) to the queries of Bidders shall be circulated by AAHL to all Bidders, without disclosing the identity of the Bidder that raised the query. Written responses of person authorised by AAHL to

clarifications sought by the Bidder shall form an integral part of the RFQP.

- E. AAHL reserves the right not to answer any particular query as it deems appropriate.

5.4 BID VALIDITY PERIOD

- A. The Bids shall be valid and open for acceptance by AAHL for a period of one hundred eight (180) days from the last date for submission of Bids as specified in Clause 1.2, or such other extended period requested by AAHL and agreed by the Bidder.
- B. The original validity period of the Bid together with any extensions, pursuant to the above provisions, is referred to as the **"Bid Validity Period"**.

5.5 BID FEE

Each Bidder shall provide the proof of deposit of the nonrefundable deposit of Rupees One Lakh Only (Rs. 1,00,000/-) in the bank account as specified in Clause 1.5 as Bid Fee for the participating in Bid process.

5.6 BID SECURITY

- A. As part of its Bid each Bidder shall provide the proof of deposit of the interest free refundable cash deposit of Rupees Five Lakh Only (Rs. 5,00,000/-) in the bank account as specified in Clause 1.5 as security for the performance by the Bidder of its obligations pursuant to the RFQP (including without limitation, its representations, warranties and covenants under the Bid).
- B. Without prejudice to the generality of the foregoing, the Bid Security shall be forfeited, if:
 - i. the Bidder has, without AAHL's written consent, withdrawn its Bid during the Bid Validity Period; or
 - ii. the Bidder has, upon being declared eligible for award of the Concession, breached the terms of its Bid, or following award, failed to accept the award, failed to provide the Performance Security, Utility Deposit and/ or failed to make any other payments as stipulated under the RFQP; or
 - iii. at the sole opinion of AAHL, there has been a breach of the obligations under the RFQP and/or the Bid; or
 - iv. the Bidder has been disqualified or the award of the Concession has been withdrawn (for default on the part of Bidder) pursuant to the RFQP.
- C. The Bid Security of the Successful Bidder shall be returned only upon receipt of the Performance Security, Utility Deposit and/ or any payment as stipulated under the RFQP. For the avoidance of doubt, it

is clarified that under no circumstances the Bid Security of the Successful Bidder shall be refunded other than in the aforesaid event.

- D. The Bid Security of the unsuccessful Bidders shall be returned latest by six (6) months after the expiry of the Bid Validity Period.
- E. In the event any unsuccessful Bidder has any existing outstanding amounts payable to AAHL, AAHL reserves the right to adjust the Bid Security amounts against such outstanding amounts before returning the balance, if any.

5.7 BID FORM

A. Contents

- i. The Bid shall be submitted in three (3) separate envelopes comprising of the following:
 - a. **Bid Documents** comprised of the following:
 - ❖ Bid Certificate along with necessary documents as per Annexure 4;
 - ❖ Bid Security (proof of deposit);
 - ❖ **Each page of the RFQP document with the other Concession Documents initialed and stamped by the Authorized Signatory of the Bidder as a token of acceptance of all the terms and conditions of this RFQP and other Concession Documents; and**
 - b. Eligibility Documents demonstrating the Technical Eligibility and Financial Eligibility; and
 - c. **Financial Bid** as per Annexure 7.
- ii. **Sealing and marking of Bids:** Bidders shall submit original version of the Bid Documents, Eligibility Documents and Financial Bid sealed and marked in the following manner:
 - a. **Bid Documents:** The Bid Documents in original is to be sealed in a single envelope with details of the Bidder (name and address) with the following marking:

"BID DOCUMENTS – BID DOCUMENTS FOR RFQP FOR PREPAID AT CCSIA"
 - b. **Eligibility Documents:** The duly attested copies of the Eligibility Documents are to be sealed in a single envelope with details of the Bidder (name and address) with the following marking:

"ELIGIBILITY DOCUMENTS – ELIGIBILITY DOCUMENTS FOR RFQP FOR PREPAID SERVICES AT CCSIA"

- c. **Financial Bid:** The Financial Bid in original is to be sealed in a single envelope with details of the Bidder (name and address) with the following marking:

"FINANCIAL BID – FINANCIAL BID FOR RFQP FOR PREPAID SERVICES AT CCSIA"

- d. The aforementioned three (3) envelopes, shall be sealed in a single envelope with the following marking:

"RFQP FOR PREPAID SERVICES AT CCSIA"

LAST DATE FOR SUBMISSION OF BIDS: _____

BIDDER'S NAME: _____

BIDDER'S ADDRESS: _____

E-MAIL

ADDRESS: _____ "

This outer envelope shall be addressed to the addressee set forth in Clause 1.4.

- e. All documents comprising the Bid shall become the property of AAHL and shall not under any circumstances be returned to the Bidders. AAHL shall be free to utilise any information / data provided to it as a part of the Bid in any manner that it deems fit.

B. Instructions

- i. All partner of the Partnership firm/owner of proprietary concern will sign on tender document. No delegation of Authority will be accepted.
- ii. Bidder (company) shall, by way of a duly executed and notarized power of attorney or certified board resolution / certified authority letter (certified by director / company secretary), authorize a person to represent and act on behalf of the Bidder in relation to the RFQP and to sign and bind the Bidder to the Bid, the Concession Documents and all statements, responses, correspondence and other documents in relation to the RFQP (**"Authorized Signatory"**).
 - a. Each part of the Bid shall be duly stamped with the stamp of the Bidder and signed and dated by the Authorized Signatory of the Bidder wherever required, and each page of the Bid shall be numbered, stamped and initialed by the Authorized Signatory of the Bidder.

- b. Bidder shall ensure that the Bid contains no alterations, omissions or additions. Any corrections of errors shall be authenticated by the Authorized Signatory of the Bidder.
- c. Bid documents shall be printed on A4 size paper. All Bid documents shall be suitably indexed and sequentially numbered for easy reference.
- d. The details shall be filled in numerals as well as words. In case of any discrepancy between the numerals and the words, the words shall be deemed to be correct.

5.8 SUBMISSION, EVALUATION OF BIDS AND AWARD OF CONCESSION

A. Submission of Bids

- i. Bids must be received (through courier, registered post or hand delivery) by AAHL at the address specified in Clause 1.4 not later than the last date and time for submission of Bids as specified in Clause 1.2.
- ii. AAHL does not take any responsibility for delays or failure of the Bid to reach AAHL. AAHL's non-consideration of any such Bid shall in no way vitiate the RFQP process or the award of the Concession, nor give rise to any right in favor of or claim by any Bidder.

B. Withdrawal / Modification of Bids

- i. Bidder may withdraw the Bid provided that written notice of the withdrawal is received by AAHL prior to the last date and time for submission of Bids. Following withdrawal of a Bid, the Bidder may submit another fresh Bid complete in all respects prior to last date and time for submission of Bids. It is clarified that, the last received Bid of the Bidder will be considered as the final Bid. In the event of withdrawal of the Bid and non-submission of a fresh Bid subsequently, the Bid Security shall be refunded to the Bidder. For the avoidance of doubt, under no circumstances shall the Bid documents be returned to the Bidder.
- ii. No Bid shall be modified or withdrawn by the Bidders after the last date and time for submission of Bids. If a Bidder attempts to withdraw or nullify its Bid after the last date and time for submission of Bids, AAHL reserves the right to disqualify the Bidder from any other bidding process or any business opportunities at the Airport and to forfeit the Bid Security.
- iii. Without prejudice to the foregoing, Bidders shall promptly notify AAHL in writing should they become aware that any information stated in their Bids is or may become inaccurate for whatever reason, including due to a subsequent change in the circumstances beyond the Bidder's control.

C. Rejection of Bid

In addition to the grounds specified elsewhere in the RFQP, AAHL reserves the right to reject any Bid or disqualify any Bidder, if in AAHL's sole opinion:

- i. at any time, a material misrepresentation is made or uncovered, or
- ii. the Bidder does not provide, within the time specified by AAHL, the supplemental information sought by AAHL for evaluation of the Bid.
- iii. the Bid is not in the form or on the terms prescribed in the RFQP, or is inaccurate, incomplete, conditional, ambiguous, obscure or contains deviations or irregularities;

The decision of AAHL in this regard shall be final and binding on all the Bidders

D. Bid Evaluation

AAHL shall evaluate the Bids of only those Bidders, who have satisfied the Eligibility Criteria and complied with the other requirements of this RFQP. Bidder shall quote the MMG, Revenue Share Percentage, counter charges and Monthly vehicle pass charges not less than as provided below in their Financial Bid.

The Bidders should ensure that sufficient information is provided to enable AAHL to make judgements about their suitability and in assessing the Bids submitted.

Particulars	Amount (INR)
Minimum monthly Guarantee (MMG)	800000
Revenue charges per Trip	200
Counter Charges	400000
Monthly Pass for per vehicle	750

E. Process of award of the Concession

- i. Bids are submitted to AAHL for the sole purpose of placing AAHL in a position to evaluate whether or not to award the Concession and, should it decide to do so, to evaluate on what terms such an award should be granted. Notwithstanding that the Bids conform to conditions prescribed in this RFQP and have been satisfactorily evaluated, AAHL has no obligation to award the Concession.

- ii. Notwithstanding anything to the contrary contained herein, AAHL reserves the right to make a counteroffer to the Bidder obtaining highest marks. On accepting the counter offer such Bidder will be the Successful Bidder.
- iii. Letter of Award shall be issued to the Successful Bidder who shall within seven (7) days from the date of the Letter of Award, provide AAHL, duly signed by the Authorized Signatory, a duplicate of the Letter of Award as a token of unconditional and unequivocal acceptance of the same. It is clarified that the Bid Security of the Successful Bidder shall be forfeited, if the Successful Bidder fails to accept the Letter of Award for any reason whatsoever.
- iv. The Successful Bidder shall within thirty (30) days from the date of the Letter of Award, provide and cause the Concessionaire to deliver to AAHL, executed versions of all documents comprising the Concession Documents and shall bear all legal and attorney costs, stamp duty, registration (if applicable) and other expenses that may be incurred in the negotiation, registration and execution of the Concession Documents and also the transactions contemplated thereunder.
- v. Within seven (7) days from the date of the Letter of Award, Successful Bidder who has accepted Letter of Award, shall provide the Performance Security; Utility Deposit and other payments, all as required under the RFQP.
- vi. AAHL reserves the right, at its sole discretion:
 - a. to extend the time for payment of the Performance Security, Utility Deposit or execution and delivery of the Concession Documents;
 - b. to amend or modify the terms of the Concession Documents, prior to the execution thereof, or to require the Successful Bidder / Concessionaire / Affiliate(s) of the Successful Bidder (if Affiliates' credentials are relied upon to meet the Eligibility Criteria) to enter into any additional agreements, undertakings or documents. The Successful Bidder / Concessionaire shall accept such amendments and modifications and shall execute / cause to execute such additional agreements, undertakings or documents without demur or protest.
- vii. The Successful Bidder shall ensure that the Concessionaire complies with all representations made by the Successful Bidder in the RFQP process. No deviation shall be allowed without the prior written approval of AAHL.
- viii. Notwithstanding anything to the contrary contained herein, AAHL reserves the right, at its sole discretion, to make a counteroffer to the Bidder with the highest marks. If such counteroffer is not acceptable to such Bidder, AAHL reserves the

right to make the same counteroffer to the Bidder with the second highest marks. If such counteroffer is not acceptable to the second highest Bidder, AAHL reserves the right to make the same counteroffer to the Bidder with the third highest marks, and so on. The aforesaid process may be repeated any number of times, as determined by AAHL at its sole discretion, and may continue until such time AAHL comes to an agreement with any of the Bidders. It is clarified that the counteroffer made by AAHL at any time to any Bidder, shall not be on terms which are more beneficial as compared to the last counteroffer made to highest marked Bidder.

F. Withdrawal of Award:

- i. AAHL shall have the right to withdraw, with immediate effect or with effect from any date notified by it, the award of the Concession and cancel any agreement consequent thereto, if:
 - a. the Successful Bidder fails to provide the Performance Security or fails to make any other payment or to execute the Concession Documents within the time periods as specified in the RFQP;
 - b. AAHL becomes aware of any facts or circumstances (including facts or circumstances which arise after the award of the Concession) which, in AAHL's sole opinion, would have resulted in rejection of Bid and / or disqualification of the Bidder in accordance with the terms of the RFQP had such facts or circumstances arisen prior to the award and been known to AAHL at the time of the award;
 - c. the Concession Documents or the award of the Concession is subsequently set aside by any order of court, arbitration award or other agreement, award or finding, whether such order, agreement, award or finding arises from contested proceedings or an agreed settlement of any dispute;
 - d. there is any amendment, modification or change in the Applicable Laws relating to the Concession which affects or impacts the award of the Concession.
- ii. In the event of withdrawal of the award, AAHL reserves the right, at its discretion, to disqualify the Bidder who was awarded the Concession, to forfeit Bid Security, Performance Security and Utility Deposit, as applicable and evaluate, discuss or negotiate with the next highest Bidder for the grant of the Concession. For avoidance of doubt, it is clarified that AAHL shall not be obligated to cancel the RFQP process in such a situation and shall be entitled to proceed with the remaining Bidders for award of the Concession. Without prejudice to anything contained

herein, AAHL reserves the right to take any other recourse under Applicable Laws.

- iii. Each Bidder agrees and acknowledges that it shall have no right or recourse against AAHL as a result of the withdrawal of award of the Concession and / or cancellation of the Concession Documents by AAHL pursuant to the terms hereof.

5.9 MISCELLANEOUS

A. Indemnity

The Bidders shall indemnify AAHL and its employees, directors, agents, advisors, consultants, contractors and sub-contractors and hold such persons harmless from and against any and all actions, causes of action, claims, suits, damages, counterclaims, penalties, losses, expenses (including attorney's fees and court costs) and liabilities of any kind which AAHL or its employees, directors, agents, advisors, consultants, contractors or sub-contractors, may suffer howsoever arising as a direct or indirect result of:

- i. any act or omission of the Bidder and / or its employees, agents, officers, directors, advisors, consultants, contractors, sub-contractors, servants or staff members, whether undertaken pursuant to the RFQP or otherwise;
- ii. the Bidder's defective performance or non-performance of its obligations hereunder or under Concession awarded pursuant to the RFQP;
- iii. any breach by the Bidder of any warranty, representation or covenant given in connection with the RFQP; or
- iv. any act of terrorism, destruction or violence by the Bidder or any of its employees, agents, officers, directors, advisors, consultants, contractors, sub-contractors, servants or staff members.

B. CONCESSION AGREEMENT and development of the Airport

- i. The Bidders should note that the provisions of the CONCESSION AGREEMENT govern the operation, management and development of the Airport. By submitting a Bid, Bidder acknowledges and agrees that the selection process hereunder is subject to the terms of the CONCESSION AGREEMENT. In the event of any inconsistency or conflict between the terms of the Bid, the RFQP or the form of Concession Documents and the provisions and requirements of the CONCESSION AGREEMENT, the provisions and requirements of the CONCESSION AGREEMENT shall prevail. Without prejudice to the generality of the foregoing, each Bidder agrees that the Concession Documents executed by it pursuant to the RFQP may be

- assigned by AAHL in favor of AAI, its nominee(s), the lenders of AAHL and / or nominee(s) of AAHL's lenders.
- ii. The Concessionaire shall ensure compliance with the provisions of the CONCESSION AGREEMENT and related agreements which relate to its obligations under the Concession Documents.
 - iii. Bidders shall declare in the Bid Certificate whether they are or are not Group Entities, of AAHL or its shareholders (other than AAI) or the Related Party of AAHL or its shareholders (other than AAI) within the meaning of Companies Act, 2013. For this purpose, (A) "**Group Entity**" with respect to a specified Entity, means any other Entity directly or indirectly controlling, controlled by or under common control with such specified Entity; provided however, that, for purposes of this definition, the terms "controlling", "controlled by" or "under common control with" mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an Entity, whether through the ownership of voting securities, by contract or otherwise, or the power to elect or appoint at least 50% (fifty percent) of the directors, managers, partners or other individuals exercising similar authority with respect to such Entity; (B) "**Entity**" means any person, body corporate, trust, partnership firm or other association of persons/individuals whether registered or not; and (C) "**Related Party**" shall have the meaning as assigned to it under section 2(76) of the Companies Act, 2013.

C. Good faith

All Bids are required to be submitted in good faith and Bidders are required to act in good faith during the RFQP process and thereafter.

D. Assignment & Subcontract

No Bidder may assign its rights or obligations that arise under the RFQP without the prior written consent of AAHL.

E. Confidentiality

Bidders shall maintain the confidentiality of this RFQP, the formats of Concession Documents, and other information provided to them from time to time pursuant to this RFQP, in accordance with the confidentiality undertaking executed by them as part of their Bid Certificate.

F. Jurisdiction

The Bidder submits to the exclusive jurisdiction of the courts at Lucknow, India.

G. Applicable Laws

The terms and conditions of the RFQP shall be interpreted and implemented in accordance with the laws of India.

H. Others

- i. All costs incurred by a Bidder howsoever arising out of or in connection with the RFQP, irrespective of whether the Bidder is successful or not, shall be borne by the Bidder without any recourse to AAHL. Each Bidder shall reimburse AAHL for any expenses (including attorney's fees and charges) incurred by AAHL in connection with any claim or dispute raised by such Bidder.
- ii. All Bids and other documents and correspondence in connection with the RFQP shall be in the English language. Documents submitted in any language other than English shall be supported by a certified English translation copy thereof.
- iii. Any inconsistency, conflict or ambiguity in interpretation among the documents comprising the RFQP (including without limitation the forms of the Concession Documents), shall be resolved in the manner decided by AAHL, whose decision shall be final and binding on the Bidders.
- iv. No dispensation granted by AAHL in favor of a Bidder shall constitute a waiver of AAHL's rights under the RFQP, nor shall it give rise to any right or claim by any other Bidder. AAHL shall not be precluded, as a consequence of having granted such dispensation, from exercising any of its rights against such Bidder or other Bidders which may have arisen in the past or which may arise in the future.
- v. The Bidder undertakes at all times to do, within such time as may be stipulated by AAHL and if not so specified, within a reasonable period of time, all such things, perform all such actions and take all such steps and to procure the doing of all such things, the performance of all such actions and taking of all such steps as may be necessary for or incidental to the putting into effect and maintenance of the terms and conditions contained in the RFQP or of any award of the Concession.
- vi. After submission of the Bid, change in proposed shareholding of the Concessionaire may be undertaken only after fifteen (15) days prior written intimation to AAHL.

Annexure 1 : Details of the Premises

A. Details of the Premises:

S. No.	Terminal	Location	Area (sq. mt.)
1	T-3	Domestic Arrival Hal near Exit gate	14.04
2	T-3	International Arrival Hal near Exit gate	11.37
Total			25.41

B. Details of the Operational Inventory:

[Business to incorporate]

Annexure 2 : Scope of Concession

I. Pre-paid Taxi Services:

To provide, operate, and manage the prepaid Taxi services AAHL reserves the right, at its sole discretion, to require and/ or allow the Concessionaire to undertake any other transportation services, as may be required from time to time, to ensure the convenience of the passengers at CCSIA.

II. Service Levels

The Concessionaire shall adhere to the following service level:

- i. The Concessionaire shall allot unique numbers to all the associated cabs/ taxies for the purpose of facilitating the booking in a sequential manner.
- ii. The cabs/ taxies shall be booked in a sequential manner by way of the computerized booking system made available by AAHL. Concessionaire shall mandatorily ensure that all the bookings are registered in the computerized system/ EPOS provided by AAHL.
- iii. The Concessionaire shall ensure the availability of the cabs/ taxies such that within five (5) minutes from the time of the booking the passengers boards the cabs/ taxies.
- iv. The Concessionaire shall provide AAHL the details of bookings/ trips/ pick-ups daily to the persons designated by AAHL and submit the aggregate booking/ pick-up details on the 15th day of every calendar month. In case any discrepancy is found in the details of the bookings shared, AAHL may revoke the Concession.
- v. The Concessionaire shall expel/ debar any attached cabs/ taxies or AAHL may require the Concessionaire to expel/ debar any attached cabs/ taxies on any of the following reported/ observed misconduct:
 - a. Fighting with passengers/ taxi owners/ drivers;
 - b. Theft of passenger belongings;
 - c. Over charging from passengers;
 - d. Creating ruckus at the Airport; and,

- e. Any misconduct, which brings disrepute to AAHL, in any manner, as deemed fit by AAHL.
- vi. AAHL shall have the right to check, search examine the persons and the belonging of the employees/ representatives and agents of the Concessionaire while entering/ leaving the Premises, as & when required.
- vii. Concessionaire shall not engage in any business at the Airport other than in the exercise of the rights and privileges herein granted unless otherwise granted by AAHL in writing.
- viii. The Concessionaire shall take necessary stringent actions to prevent its drivers from picking up passengers/ customers from areas other than designated boarding area.
- ix. No cab/ taxi shall be permitted to be utilized as a personal pickup vehicle. All taxi/ pick-ups will be considered a commercial transaction in accordance with the terms contained herein.
- x. The Concessionaire shall ensure that itself or its personnel are not indulging in touting activities and undertake preventive measures to restrict the touting activities at the Airport.
- xi. The Concessionaire shall ensure that its associated cab/ taxi drivers are well behaved with the customers/ passengers. Customer feedback form will be carried by each taxi driver and feedback obtained will be submitted to AAHL officials.
- xii. The Concessionaire shall ensure that all vehicles/ drivers comply with the Motor Vehicle Act 1988, as amended from time to time, provisions and relevant directives of R.T.O/ Transport Commissioner especially valid commercial driving license/ Registration certificate of vehicles/ Insurance as per vehicle capacity and other applicable law.
- xiii. If any complaints are received by the Concessionaire from any passenger on any cab/ taxi services utilized for Airport pick-up, it must be shared with AAHL by the Concessionaire forthwith or as and when required by AAHL along with action taken report addressed within fifteen (15) working days failing which, Rupees One Thousand Only (Rs. 1,000/-) per day for every excess day shall be charged as penalty.
- xiv. The Concessionaire shall keep AAHL indemnified against any and all claim from the cab/ taxi owner, driver, passenger and third party for any loss suffered arising out of any breach of the Concession Documents, and its obligation related to the same under the Applicable Law.
- xv. The Concessionaire shall comply, at its own cost and expense, with all Central, State and Local laws now or hereafter in force, which may be applicable for undertaking the Concession and shall obtain and pay for all necessary licenses and permits; and shall pay all fees and charges assessed under all Applicable Laws and rules.

- xvi. Concessionaire undertakes to deploy enough manpower to ensure 24X7 unhindered and smooth operations of their activities from the Airport without hampering passenger movement, usage of parking area & other facilities at the Airport.
- xvii. The Concessionaire shall comply and remain bound by the rules and regulations framed by AAHL, including but not limited to the restrictions upon the solicitation of passengers and use of the commercial lane and staging areas, to prevent encroachment upon and /or unfair competition with the rights and privileges granted to the Concessionaire under this RFQP.
- xviii. The Concessionaire shall maintain a suggestion / complaint register which shall always be used for marking any feedback / suggestion / complaints in relation to the Concession.
- xix. The Concessionaire shall maintain a lost and found register with respect to lost and found items of the passengers and shall on monthly basis share the details with AAHL. In this regard, AAHL reserve the right to extend its lost and found policy to the Concessionaire.
- xx. The Concessionaire shall strictly comply & take necessary steps to prohibit its drivers / employees from using the Airport premises for following purpose:
 - a. Union gathering, illegal assembling and meetings, giving public speeches, or instigating other drivers for disruption of services; and,
 - b. Distributing leaflets, brochures, pamphlets or any other written or printed material pertaining to labor issues, Union issues or else.
- xxi. The Concessionaire shall manage the cash points in the Premises with proper care and diligence.
- xxii. The Concessionaire shall help and assist the passengers/ customers in boarding the cabs/ taxies.
- xxiii. The Concessionaire shall have a robust mechanism for coordination with police personnel for enhanced security procedures.

Annexure 3 : Format for seeking clarification

SN	RFQP / Concession Document	Clause /Annexure Number	Brief description of the provision	Clarification Sought

Annexure 4 : Bid Certificate

[Place, Date]

To: **Adani Airport Holdings Limited,**
Terminal 2, Chaudhary Charan Singh International Airport,
Lucknow 226009.

Dear Sir:

Sub: BID IN RESPONSE TO THE RFQP

**Ref: RFQP FOR PREPAID TAXI SERVICES AT CCSIA DATED _____, 2025
("RFQP") ISSUED BY AAHL**

1. We confirm that we are submitting our Bid for the provision, operation, and management the Prepaid Taxi Services at CCSIA, forming part of the Concession under reference.
2. We hereby confirm that we meet the Eligibility Criteria specified in this RFQP and in this regard, we enclose the completed Form for Eligibility (together with the supporting documents) in accordance with Annexure 6 of the RFQP.
3. We further confirm that we are not disqualified from participation in the competitive bidding process, pursuant to the provisions of the RFQP.
4. We represent, warrant and covenant to AAHL that all information furnished or to be furnished by us to AAHL at any time (including without limitation, as part of our Bid in response to the RFQP) is true, complete, accurate, unconditional and fairly presented. We undertake to forthwith inform AAHL in the event of occurrence of any circumstances that would render any information, representations or warranties in our Bid, untrue, incorrect or invalid.
5. Without prejudice to the generality of the foregoing, except as separately disclosed*, there are no pending or previous litigations with AAHL.

** Please provide details of all litigations against or in which the Bidder, or any Consortium member (in case of a Consortium) or the Affiliates of such persons or the promoters, directors, partners, beneficial owners or senior management of such persons or their Affiliates, is directly or indirectly involved. All material particulars of such cases should be given, including all parties thereto, their relation to the Bidder/ Consortium member, the current status of each case, the estimated financial liability, if any, or other adverse consequences anticipated. Please provide aforesaid details in separate sheet(s). If there are no litigations, please delete the words "except as separately disclosed."*

6. We are of the opinion that the litigations as disclosed, will not adversely affect our performance of the Concession; however, we agree that the decision of AAHL in this regard and any consequent decision to disqualify us from participation in the competitive bidding process, will be final and binding on us.

7. We certify that we are not convicted for any criminal offence.
8. Having read, carefully examined and understood the terms of the documents comprising the RFQP (including without limitation, the form of the Concession Documents issued), we, the undersigned, hereby offer to undertake the Concession (as defined in the RFQP) in accordance with:
 - (a) all terms and conditions as specified in the RFQP, including without limitation the form of Concession Documents, the annexures, exhibits, attachments and amendments to the RFQP; and
 - (b) our Bid;provided however that in the event of any inconsistency between (a) and (b) above, (a) shall prevail.
9. We hereby agree and confirm that we will not seek to make any deviations of the terms and conditions of the Concession Documents and the form of Concession Documents as provided by AAHL shall be binding on us and in token thereof we enclose copy of Concession Documents, with each page stamped and initialled.
10. We hereby agree and confirm that our Bid has been prepared strictly in accordance with the instructions in the RFQP (including the forms set forth therein) and that we shall at all times act in good faith and abide by the terms and conditions of the RFQP.
11. Without prejudice to the generality of the foregoing:
 - (a) We acknowledge that our offer constitutes an irrevocable and binding offer and we undertake to keep our Bid valid and open for acceptance during the Bid Validity Period as required as per Clause 5.4 of the RFQP.
 - (b) If our Bid is accepted, we undertake to:
 - i. execute the Concession Documents, provide the Performance Security, make any other payments as specified under the RFQP; or cause the same to be executed, or provided, or paid as the case may be; all as required as per the RFQP. We further undertake that we will not deviate from or seek to negotiate or vary the terms set forth in the form of the Concession Documents unless approved by AAHL;
 - ii. promptly apply for and obtain, at our cost, all approvals, permits and licenses required under Applicable Laws, including without limitation security clearances from the Bureau of Civil Aviation Security, or such other competent authority prescribed under Applicable Laws, Customs, Foreign Investment Promotion Board, etc., as required, to enable us to enter into the Concession Documents and commence the activities comprising the Concession and / or perform our obligations under the Concession Documents; and

- iii. pay to AAHL fees, charges and amounts, all in accordance with the terms specified in the RFQP and the Concession Documents. In this regard the MMG and Revenue Share Percentage offered by us are set forth in the Financial Bid submitted by us, which has been prepared strictly in the form as attached at Annexure 7 to the RFQP.
 - (c) We acknowledge and agree that the acceptance, rejection or disqualification of our Bid and award of the Concession, and the cancellation of RFQP at any stage is at AAHL's sole discretion and any decision taken by AAHL in relation to the RFQP (including the award of the Concession) is final and binding on us and we shall have no rights or claims in relation to any decision of AAHL pursuant to the RFQP process.
12. We represent and warrant to AAHL that as of the date of submission of the Bid and till the end of the Bid Validity Period:
- (a) the information furnished by us is true, complete, accurate, unconditional and fairly presented;
 - (b) there is no information, data or documents which have not been disclosed which may prejudicially affect AAHL's evaluation or decision in relation to the award of the Concession;
 - (c) we have all the necessary corporate approvals and authorizations to participate in the RFQP, provide the Bid Security and submit this Bid, and, if awarded the Concession, to perform the Concession in accordance with the terms of the RFQP, execute and perform the Concession Documents and provide Performance Security, Utility Deposit and make any other payments as specified under the RFQP;
 - (d) we have complied with, and have obtained all statutory approvals and authorizations necessary under, Applicable Laws, to participate in the RFQP and to submit this Bid to undertake the Concession as contemplated under the RFQP; and
 - (e) neither we nor our Affiliates are in anyway, directly or indirectly, interested in, or associated with any other Bidder or its Bid.

In the event of occurrence of any events or circumstances that would render any of the foregoing representations and warranties untrue or invalid, we covenant to promptly notify AAHL of the same and agree that AAHL shall be entitled to reject our Bid in such event and if awarded the Concession, withdraw the same, without AAHL incurring any cost or liability.

13. We undertake and agree that we shall abide by the share transfer restrictions set forth in the Concession Documents and change in shareholding of the Concessionaire may be undertaken only after fifteen (15) days prior written intimation to AAHL.

14. We represent and warrant that we [are / are not] [***strike out which is not applicable***] Group Entity(ies), of AAHL or its shareholders (other than AAI). We further represent and warrant that we [are / are not] [***strike out which is not applicable***] Related Party of AAHL or its shareholders or directors. Details of our directors and shareholding pattern is as follows:

- A. Details of Board of Directors (*separate sheets may be attached with this Bid Certificate*)

SN	Name of the Director	Designation	DIN, if applicable

- B. Shareholding Pattern

SN	Category of Shareholder	Number of equity shares (Nos.)	Paid-up value of equity shares (Re).	Percentage of total equity capital
1.	Promoter & Promoter Group			
	i. Name of the largest shareholder			
	ii. Name of the second largest shareholder			
	iii. Name of the third largest shareholder			
	iv. Name of the fourth largest shareholder			
	v. Name of the fifth largest shareholder			
	vi. Other Promoter & Promoter Group Shareholders			
2.	Public			
3.	Non-Promoter-Non-Public			
TOTAL				100%

15. **Confidentiality undertaking:**

We hereby undertake and agree to keep the Information (as defined below) confidential. We acknowledge that the Information is confidential information of AAHL and is provided solely for the purpose of enabling the Bidder to submit its Bid and participate in the process for selection by AAHL of the Successful Bidder for undertaking the Concession ("**Specified Purpose**"). We, the Bidder, hereby undertake and agree that in consideration of receipt of such Information, we shall abide and be bound by the following terms:

- (a) "**Information**" means the RFQP and any and all documents and information, provided by or on behalf of AAHL to the Bidder or otherwise obtained by the Bidder pursuant to the RFQP, or negotiations and discussions with AAHL, including without limitation, any clarifications, amendments or documents subsequently issued, drafts of definitive agreements, information obtained through interactions with AAHL and site visits (if any), all technical, commercial, financial, operational, legal or statistical information, all agreements, plans, layouts and documents in relation to the Airport, in each case whether in writing, electronic form or other tangible form or disclosed by oral or visual presentation or other intangible method.
- (b) The Bidder shall use the Information solely for the Specified Purpose. The Bidder shall maintain the confidentiality of the Information and shall not disclose the Information to any person, other than:
 - i. its employees, professional advisors and consultants, who have a need to know in connection with the Specified Purpose; and
 - ii. a party with the prior written consent of AAHL;provided in each case that (i) Bidder shall ensure that such party agrees to appropriate confidential treatment of such Information as per the terms hereof; and (ii) Bidder shall be solely responsible for any act by such parties which results in the Information not being treated in accordance with the confidentiality provisions hereof.
- (c) Confidentiality obligations hereunder shall not apply to any Information that (i) is or becomes available in the public domain, other than by breach of confidentiality obligations by the Bidder or any other party, (ii) is in possession of the Bidder prior to its disclosure by AAHL and rightfully received without any breach of confidentiality by any party. If Bidder is required to disclose any Information pursuant to any Applicable Laws or an order of any judicial or statutory authority, Bidder shall give AAHL reasonable prior notice of the circumstances of such requirement prior to disclosing such Information and shall co-operate with AAHL to minimize the extent of disclosure, including any effort by AAHL to contest or obtain a protective order against such requirement.

- (d) The Bidder shall, promptly upon the request of AAHL, return or destroy all Information including without limitation all originals, copies, extracts and summaries thereof (including information on electronic media), and certify to AAHL that it has returned or destroyed such Information within two days of such request by AAHL.
 - (e) The Bidder agrees that the use or disclosure of the Information in breach of these confidentiality provisions will cause irreparable harm or injury to AAHL, which is incapable of recompense by way of damages. Accordingly, the Bidder agrees that AAHL is entitled to seek injunctive or other appropriate relief to restrain any breach or threatened breach of these confidentiality provisions.
- 16. We hereby accept all the terms and conditions of the RFQP.
 - 17. We hereby agree that the RFQP and this Bid shall be construed, interpreted, enforced and governed, in all respects, by the laws of India. The courts at Lucknow will have exclusive jurisdiction in respect of all matters arising out of the RFQP and this Bid.
 - 18. We, the Bidder, undertake that the representations, warranties, covenants, agreements and undertakings in the Bid are true and correct and we shall be liable for any breach thereof.
 - 19. If our Bid is accepted, we undertake that we shall fulfil all terms, conditions and other requirements set forth under the RFQP and the Concession Documents.
 - 20. We certify that there are no Material Information that is likely to affect the performance of the Concession by the Bidder or may prejudicially affect AAHL's evaluation or decision in relation to the award of the Concession to the Bidder.

[Paragraphs 20-22 below are not applicable in case of single Entity]

- 21. We, the undersigned, undertake that we shall be jointly and severally liable for complying with the terms and conditions of the RFQP and we further agree that the representations, warranties, covenants, agreements and undertakings in the Bid are applicable to each member of our Consortium and that all members of our Consortium shall be jointly and severally liable for any breach thereof.
- 22. We enclose a notarized copy of the Joint Bidding Agreement (as per the format enclosed with this Bid Certificate) between us as required under Clause 4.4(i) of the RFQP.
- 23. We represent and warrant that the Lead Member of our Consortium is _____ ***[Insert name of Lead Member]*** and we hereby authorize the Lead Member to communicate and interact with AAHL on behalf of all Consortium members and to act and enter into binding commitments on behalf of all the Consortium members, in relation to the competitive bidding process (under the RFQP). We undertake and

agree that AAHL shall, at all times and at its option, be entitled to communicate only with, and to rely only on statements, responses and communications received from, the Lead Member, in connection with the said competitive bidding process. Each of us agree that any communication to or discussion / agreement with the Lead Member shall be deemed to be done or agreed with the Consortium as a whole and shall bind all Consortium members, jointly and severally.

Capitalised terms used but not defined herein have the meanings set forth in the RFQP and / or Concession Documents.

Yours sincerely,

For and on behalf of [*name of Bidder*]

*Signature of Authorised Signatory(ies)

Name:

Title:

Address for communication:

Phone number:

E-mail:

**The Bidder shall be required to annex to the Bid Certificate a valid power of attorney (original or a notarized copy) or a certified true copy of valid resolution of the board of directors or authority letter of the Bidder (certified by director / company secretary / designated partner), in favour of the Authorised Signatories of the Bidder, for signing and submitting the Bid in accordance with the RFQP*

Annexure 5 : Format Of Joint Bidding Agreement

[To be executed on a stamp paper of Rs.500/-]

THIS JOINT BIDDING AGREEMENT ("**JOINT BIDDING AGREEMENT**") is entered into on this the _____ day of _____

BETWEEN

_____ Limited, a company incorporated under the Companies Act, 1956/ 2013/ (in case of a foreign company an equivalent international law, _____ *insert the name as applicable*) and having its registered office at _____ (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns).

AND

_____ Limited, a company incorporated under the Companies Act, 1956/ 2013/ (in case of a foreign company an equivalent international law, _____ *insert the name as applicable*) and having its registered office at _____ (hereinafter referred to as the "**Second Part**" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns).

AND

_____ Limited, a company incorporated under the Companies Act, 1956/ 2013/ (in case of a foreign company an equivalent international law, _____ *insert the name as applicable*) and having its registered office at _____ (hereinafter referred to as the "**Third Part**" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns).

The above mentioned parties of the First, Second and Third Part are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**".

[Note to Applicants: The aforesaid recitals will have to be suitably modified for partnership firms, LLPs, individuals, HUFs and other categories of Entities and also for the actual number of Consortium members]

WHEREAS:

- A. Adani Airport Holdings Limited, a company validly existing under the provisions of the Companies Act, 2013, having its registered office at Adani Corporate house, Shanti gram, near Vaishno Devi Circle S.G Highway, khodiya Ahmedabad Gujrat- 382421 hereinafter referred to as "**AAHL**" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, executors and assigns) has invited Bids by its Request

for Proposal for Prepaid taxi Services at CCSIA dated _____, 2025 ("RFQP") for award of Concession.

- B. The Parties are interested in jointly bidding for the Concession as members of a Consortium and in accordance with the terms and conditions of the RFQP document; and
- C. It is a necessary condition under the RFQP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a notarized copy thereof with the

NOW IT IS HEREBY AGREED as follows

1. Definitions and Interpretations

In this Joint Bidding Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQP.

2. Consortium

- i. The Parties do hereby irrevocably constitute a consortium ("**Consortium**") for the purposes of jointly participating in the bidding process for the Concession.
- ii. The Parties hereby undertake to participate in the bidding process only through this Consortium and not individually and/or through any other consortium, either directly or indirectly or through any of their Affiliate.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Concession, it shall incorporate a special purpose vehicle ("**SPV**") under the Companies Act, 2013 for executing the Concession Documents with AAHL and for performing all its obligations as the Concessionaire in terms of the Concession Documents.

4. Role of the Parties

- i. The Parties hereby undertake to perform the roles and responsibilities as described below:
 - a) It is agreed that [_____] shall be the Lead Member of the Consortium meeting the Eligibility Criteria, and shall have the Power of Attorney from all other Parties for conducting all business for and on behalf of the Consortium during the bidding process and under the Concession Documents when all the obligations of the SPV shall become effective;
 - b) It is agreed that [_____] shall be the Other Member(s) of Consortium who are otherwise eligible to participate in the bidding process in accordance with the RFQP [*strike out if not applicable*].

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Concessionaire and in accordance with the terms of the RFQP, till such time as the Concession Documents for the Concession are executed with the SPV.

6. Shareholding in the SPV

- i. The Parties agree that the shareholding of the Parties in the SPV shall be as follows:

First Party (being the Lead Member of the Consortium): *[insert]*%

Second Party: *[insert]*%

Third Party: *[insert]*%

- ii. The Lead Member shall hold a minimum of 26% (twenty six percent) of legal and beneficial interest in the subscribed and paid-up equity share capital of the SPV for the Term.

7. Representation of the Parties

- i. Each Party represents to the other Parties as of the date of this Joint Bidding Agreement that:
- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Joint Bidding Agreement;
 - b) The execution, delivery and performance by such Party of this Joint Bidding Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favor of the person executing this Joint Bidding Agreement for the delegation of power and authority to execute this Joint Bidding Agreement on behalf of the Consortium member is annexed to this Joint Bidding Agreement, and will not, to the best of its knowledge:
 - ❖ require any consent or approval not already obtained;
 - ❖ violate any Applicable Law presently in effect and having applicability to it;
 - ❖ violate the memorandum and articles of association, by-laws, or other applicable organizational documents thereof.
 - ❖ violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture, or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - ❖ create or impose any liens, mortgages, pledges, claims, security interests, charges or other encumbrances or obligations to create liens, mortgages, pledges, claims,

security interests, charges or other encumbrances or obligations in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Joint Bidding Agreement.

- ii. this Joint Bidding Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- iii. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliate is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Joint Bidding Agreement.

8. Termination

This Joint Bidding Agreement shall be effective from the date hereof and shall continue in full force and effect until the execution of the Concession Documents with the SPV, in the event the Concession is awarded to the Consortium. However, in the event the Consortium is either not qualified for the Concession or does not get selected for award of the Concession, this Joint Bidding Agreement will stand terminated.

9. Miscellaneous

- i. This Joint Bidding Agreement shall be governed by laws of India.
- ii. The Parties acknowledge and accept that this Joint Bidding Agreement shall not be amended by the Parties without the prior written consent of AAHL.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

Signed, Sealed and delivered

For and on behalf of

Lead Member by

(Signature)

Name)

(Designation)

(Address)

Signed, Sealed and delivered

For and on behalf of

Second Part by

(Signature)

Name)

(Designation)

(Address)

Signed, Sealed and delivered

For and on behalf of

Third Part by

(Signature)

Name)

(Designation)

(Address)

In the presence of:

1. _____

2. _____

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as board resolution/power of attorney in favor of the person executing this Joint Bidding Agreement for the delegation of power and authority to execute this Joint Bidding Agreement on behalf of the Consortium member.

Annexure 6 : Form of Eligibility

(Refer Section 4.1)

Name of the Bidder	
Place of incorporation and registered office address	

TECHNICAL ELIGIBILITY CRITERIA

[Refer Section 4.1 (A)]

Sr. No.	Name of the Entity	Eligibility Criteria met by the Bidder	Name of the Airport(s) at which prepaid taxi Services are being operated by the Bidder	No. of Years since when the Bidder is involved in/ advising on the prepaid taxi Services
1.				
2.				

FINANCIAL ELIGIBILITY CRITERIA

[Refer Section 4.1 (Error! Reference source not found.)]

Sr. No.	Name of the Entity	Eligibility Criteria met by the Bidder	Qualifying Turnover
(A)	(B)	(C)	(D)
1.			
2.			
Total			

[Bidders may add additional rows, as required]

Supporting Documents:

1. **Supporting Documents in case of Affiliate(s):**

Certificate from the Statutory Auditor or a practicing Company Secretary certifying relationship of Affiliate between the concerned entity and the Bidder.

2. **Supporting Documents for Technical Eligibility Criteria:**

- i. Certificate confirming the experience of the Bidder from the Statutory Auditor or copies of relevant agreement(s) of the Letter(s) of Award issued to Bidder or Affiliate(s), as the case may be.
- ii. Certificate issued in favor of the Bidder/ Affiliate(s) from the airport(s) considered for the Eligibility Criteria.
- iii. In the event the Bidder relies on third party for meeting the Technical Eligibility, copy of the document(s) substantiating the arrangement/ tie-up/ partnership with such party.

3. **Supporting Documents in case of Financial Eligibility Criteria:**

Certificate from the statutory auditor certifying the turnover for the last 1 Financial Year in accordance with the Audited Financial Statements of the Bidder/ Affiliate(s), as the case may be.

For and on behalf of [*insert name of the Bidder*]

(Authorised Signatory)

Name:

Designation:

.....

Annexure 7 : Form of Financial Bid

Financial Bid

Sr. No.	Particulars	Minimum price (INR)	Bidding price (INR)
1	Minimum monthly Guarantee (MMG)	800000	
2	Revenue charges per Trip	200	
3	Counter Charges	400000	
4	Monthly Pass for per vehicle	750	

Annexure 8 : Form of Concession Documents

Part – I: Concession Agreement

DATED: _____, 2025

CONCESSION AGREEMENT

BETWEEN

ADANI AIRPORT HOLDINGS LIMITED

AND

[INSERT NAME OF THE CONCESSIONAIRE]

CONCESSION AGREEMENT

This **concession agreement** (“**Concession Agreement**” or “**Agreement**”) is made at [●] on this the [●]day of [●] 2025, between:

ADANI AIRPORT HOLDINGS LIMITED, a company incorporated under the provisions of the Companies Act, 2013 having Corporate Identification Number U62100GJ2019PLC109395 and its registered office at Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat - 382421, India (hereinafter referred to as “**Airport Service Provider**”, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and assigns);

AND

[●], a company incorporated under Companies Act, 2013 [●] having corporate identification number [●] and having its registered office at [●] (hereinafter referred to as the “**Concessionaire**”, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors);

The Airport Service Provider and the Concessionaire are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- (A) Airports Authority of India (“**AAI**”) through a concession agreement dated February 14, 2020 (“**Concession Agreement**”) granted a concession to [●] (“**Airport Operator**”) to exclusively undertake the operation, maintenance and development of the [●] (“**Airport**”).
- (B) The Airport Operator has mandated the Airport Service Provider to undertake certain non-aeronautical services at the Airport in accordance with the Master Services Agreement dated [●] (“**MSA**”) executed between the Airport Operator and the Airport Service Provider. Pursuant to the MSA, the Airport Service Provider is entitled to undertake the non-aeronautical services at the Airport, either of its own or through third party(ies).
- (C) Pursuant to obtaining necessary approvals and fulfilment of conditions precedent as mentioned in letter of intent dated [●], by the Concessionaire, the Airport Service Provider has granted License in favour of Concessionaire to set-up, develop, maintain and manage the Outlet as per the terms of License Agreement dated [●] (“**License Agreement**”).

- (D) The Concessionaire represented the Airport Service Provider that it has been involved in/ has been operating/ has the right to operate under the Brand (*as defined hereunder*) and also has the requisite experience, expertise and required know how to set up, operate, maintain and manage the Outlet as per the Concept and Category (*as defined hereunder*), and has requested the Airport Service Provider to grant Concession (*as defined hereunder*) in favour of the Concessionaire.
- (E) Relying on the representations and warranties made by the Concessionaire, the Airport Service Provider has agreed to grant the Concession in favour of Concessionaire on the terms and conditions set out in this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

CLAUSE 1 - DEFINITIONS AND INTERPRETATION

- 1.1** Capitalized term used herein but not defined shall have the meaning ascribed to them under the Concession Agreement and / or MSA. In addition to terms defined elsewhere in this Agreement, the following capitalized terms as used in this Agreement shall have the respective meanings ascribed to them below:

"Access Rights" shall mean bare, personal, non-transferable, non-assignable, non-heritable, non-exclusive right to access the Location(s) for the Term;

"Airport User(s)" or **"User(s)"** shall mean a person including any airline passenger, visitor or other person, who uses or intends to use the Airport or any part thereof;

"Applicable Laws" shall mean all Indian laws, including but not limited to guidelines, circulars, rules, regulations and notifications by Governmental Authorities and/or judgements, decrees, injunctions, writs and orders of any court of laws, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

"Approvals" shall mean all approvals, authorizations, consents, no-objection certificates, permissions, registrations (including but not limited under the labour laws) including any approvals from Governmental Authorities, which are required to execute, give effect to, and perform this Agreement, to be obtained under Applicable Laws and/ or required from the Airport Service Provider, the Airport Operator, AAI or any other authority, including any third party approvals;

"Brand(s)" shall mean the brand as more specifically mentioned in **Schedule I**;

"Category" shall mean the items to be sold at the Locations in accordance with the Concepts relevant to Outlet, as may be modified with the prior written consent of the Airport Service Provider from time to time, and as prescribed in **Schedule I**;

It is hereby clarified that 'Category' shall not include the Reserved Rights of the Airport Service Provider.

"Charges" shall mean the Airport Service Charges, the Utility Charges, Data/Voice Port Charges, Marketing Fund Contribution , EPOS Charges and such other charges as the Airport Service Provider may require the Concessionaire to pay from time to time in relation to services provided by the Airport Service Provider or its designated Parties;

"Commercial Operation Date" or **"COD"** shall mean the last day of Fit Out Period or actual date of commencement of operations at the Location, whichever is earlier;

"Concession Fee" in relation to a particular month shall mean the higher of the following:

(a) the MMG, or

(b) the Revenue Share Amount,

calculated and payable in the manner as set out under this Agreement, on an aggregate basis with respect to each of the Location(s) covered under this Agreement (other than the Warehouse).

"Control" means, with respect to a person which is a company, corporation or limited liability partnership, the ownership, directly or indirectly, of more than 50% (fifty percent) of the economic or voting rights of such person, and with respect to a person which is not a company, corporation or limited liability partnership, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise;

"Concept" in relation to the Location(s) shall mean the type and style of Outlet as specified in **Schedule I** for each of the Location(s);

"Customer Relationship Management" or **"CRM"** shall mean such program or scheme as may be initiated and undertaken by the Airport Service Provider for furthering, *inter alia*, its marketing, promotional and customer service/loyalty initiatives;

"Data/ Voice Port Charges" shall mean the charges to be paid by the Concessionaire to the information technology service provider as set out under Clause 4.3;

"Electronic Point of Sales Charges" or **"EPOS Charges"** shall mean the charges payable or paid by the Concessionaire to the Airport Service Provider or its nominated third party EPOS service provider, as set out under Clause 4.4;

"Fit-Out Period" shall have the meaning as prescribed under the License Agreement executed between the Parties for fit-out work of Outlet;

“Good Industry Practice” shall mean the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Concessionaire in accordance with this Agreement, Applicable Laws in a reliable, safe, economical and efficient manner and for providing safe, economic, reliable and efficient Airport Service;

“Governmental Authority” shall mean any department, division or sub-division of the Government of India or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including panchayat under the control of the Government of India or the State Government, as the case may be, and having jurisdiction on overall or any part of the Airport and/ or Services and/ or on the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement and include, Directorate General of Civil Aviation (DGCA), Bureau of Civil Aviation Security (BCAS), Central Industrial Security Force (CISF) and AAI;

“Location(s)” shall mean the location(s), within the Airport denoted by a unique unit number(s), along with all appurtenances thereon and connected thereto as demarcated by the Airport Service Provider and as more particularly described in **SCHEDULE II**;

“Lock-in Period” shall mean the period, during which the Concessionaire shall not be allowed to terminate/ surrender the Concession, as set out in **SCHEDULE II** hereof;

“Loss” shall mean any losses (direct or otherwise), damages, liabilities, obligations, deficiencies suffered or likely to be suffered by the Airport Service Provider or any claims, proceedings, action or demands, injunctions, orders, judgements or awards, including any costs and expenses incurred or likely to be incurred by the Airport Service Provider in relation to such proceedings (including reasonable attorney fees as may be incurred by the Airport Service Provider);

“Minimum Monthly Guarantee” or **“MMG”** shall mean 80% (eighty percent) of the Projected Revenue Share for each Year of the Term, to be calculated for all the Location(s);

“Month” shall mean a calendar month of the Gregorian English calendar;

“Net Sales” shall mean the sum total of the following pre-tax amounts:

- (a) the total revenue earned at the Outlet in a Month or for a lesser period on pro rata basis;
- (b) revenue generated from any promotional activity carried at the Outlet (with the prior written consent of the Airport Service Provider) or any other activity;

- (c) any exchange gain (exchange losses must not be offset from the exchange gains) from disposal of any foreign currencies received. Such exchange gains shall include the foreign currencies received from sales effected in the Outlet and used by the Concessionaire to pay suppliers, creditors or any other third parties. For the calculation of the exchange gains, telegraphic transfer (TT) selling rate of the State Bank of India, prevailing on the day of the payment shall be considered;
- (d) any other consideration or benefit in kind received by the Concessionaire in relation to the operation of the Outlet, including any discounts as may be received by the Concessionaire from its suppliers or any other consideration or benefit;
- (e) any revenues billed and/or or accrued and/or received; and
- (f) any revenue generated by orders or contract for sales arising from any place other than from the Outlet, but where Services are provided, or deliveries are made from the Outlet at the Location.

Less, if applicable, goods and service tax ("**GST**") to the extent as included in (a) to (f) above (payable by the Concessionaire with respect to the transactions contemplated under this Agreement);

"Outlet" shall mean and include the outlet comprising of structure and installed equipment, as developed, set up, operated, maintained and managed by the Concessionaire at the Location to carry out the Service;

"Performance Standards" shall mean the service performance standards to be achieved by the Concessionaire for ensuring compliance with Airport Operator's obligations under Concession Agreement and the Airport Service Provider's obligations under the MSA, in so far as such obligations relate to the operation of Outlets;

"Projected Net Sales" shall mean the net sales as projected by the Concessionaire, as set out in **Schedule I** herein;

"Projected Revenue Share" shall mean the absolute amount arrived at for each Year by applying the Revenue Share Percentage to the Projected Net Sales in respect of the Location/(s) as set out in **Schedule I**;

"Revenue Share Amount" shall mean the absolute amount arrived at upon applying the Revenue Share Percentage to the Net Sales. The Revenue Share Amount shall be exclusive of any Taxes, all of which shall be to the account of and be borne by the Concessionaire;

"Revenue Share Percentage" shall mean the percentage quoted and agreed by the Concessionaire for each Year, as specifically set out herein as **Schedule I**;

"Security Deposit" shall mean the refundable interest free security deposit for an amount, as set out in **Schedule I** herein and to be submitted and maintained by the Concessionaire for the Term of this Agreement;

"Services" shall mean providing of the services related to prepaid taxi services incidental thereto, and such other goods or services as may be

provided with the prior written consent of the Airport Service Provider, by the Concessionaire at or from the Outlet;

"Service Standards" or **"Service Level Standards"** shall mean the standards, requirements and/or parameters in connection with the provision of Services as set out under **SCHEDULE IV** hereto, and as may be modified by the Airport Service Provider from time to time, and shall include the Performance Standards;

"Taxes" shall mean any Indian taxes including excise duties, customs duties, goods and services tax, value added tax, service tax, sales tax, local taxes, cess, levies, charges and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Airport charged, levied or imposed by any Government Authorities, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. Taxes shall not include taxes on corporate income;

"Term" shall mean the period for which this Agreement shall remain valid, commencing from Commercial Operation Date, unless expired or terminated in accordance with the terms and conditions of this Agreement;

"Upfront Fee" shall mean the one-time upfront non-refundable fee paid by the Concessionaire, and as set out in **Schedule I**;

"Warehouse " shall mean the enclosed space at the Airport, on 'as is where' basis, delineated and colored in the attached plans together with the fittings and fixtures therein, if any, for the purpose of use as warehousing of goods and/or items and which shall form part of Location(s); and

"Year" shall mean a period of 12 (twelve) consecutive months ending on March 31 of any calendar year; provided however that the first Year shall mean the period commencing on Commercial Operation Date and ending on March 31, of the same financial year and the last Year shall mean the period commencing from April 1 and ending on the date of expiry or termination hereof.

1.2 In this Agreement, unless the context otherwise requires:

- (a) words importing singular term shall include the plural term and vice versa;
- (b) a reference to any gender includes the other gender;
- (c) words denoting natural persons include partnerships, companies, corporations, trusts, associations, organisations or other entities (whether or not having a separate legal entity) and vice versa;
- (d) a reference to a law or statutory provision includes such law or provision as is from time to time amended, modified, supplemented, consolidated or re-enacted;
- (e) the words "include" and "including" are to be construed without limitation;
- (f) headings are for convenience of reference only and shall not affect the construction or interpretation of the Agreement; the words

"herein", "hereof", "hereunder" and other words of similar import refer to the Agreement as a whole and not to any particular section, subdivision or part;

- (g) a reference to an agreement, contract, deed, instrument or other document shall include a reference to that agreement, contract, deed, instrument or document, as amended, modified or supplemented from time to time; and
- (h) references to recitals, sections, paragraphs, annexures, exhibits, schedules, attachments or amendments, in the Agreement shall be deemed to be references to recitals, sections, paragraphs, annexures, exhibits, schedules, attachments or amendments, of or to this Agreement;
- (i) Schedules and Annexures to this Agreement shall form integral part of this Agreement and shall be read along with this Agreement; and
- (j) The provisions of this Agreement and the License Agreement are to be read harmoniously and in conjunction with each other.

CLAUSE 2 - CONCESSION AND ACCESS RIGHTS TO LOCATION(S)

- 2.1** Basis the representations, warranties and covenants of the Concessionaire as set out hereunder, the Airport Service Provider hereby grants to the Concessionaire a non-exclusive right to operate, maintain and manage the Outlet at the Location(s) in accordance with the Brand, Concept and Category, and to perform the Services with effect from Commercial Operation Date and for the Term ("**Concession**"). The Concessionaire hereby accepts the Concession and agrees to perform its obligations on the terms and conditions as set out in this Agreement and undertakes to use the Location(s) exclusively for the purpose of the Concession and for no other purposes, whatsoever.
- 2.2** The Airport Service Provider grants to the Concessionaire a non-exclusive right to access the Location(s) for the Term, in order to undertake and discharge its rights and obligations as provided in this Agreement (such rights being the "**Access Rights**"). It is clarified that neither the Concession nor the Access Rights in relation to the Locations(s) shall create any tenancy rights or any other right, title or interest of any kind or nature whatsoever in relation to the Location(s) in favour of the Concessionaire other than the permissive right of use, hereby granted in respect of the Concession. The Airport Service Provider shall always be in exclusive possession and full charge and control of the Location(s), and shall at all times have free and unobstructed access to the Location(s).
- 2.3** In consideration of the said rights granted by the Airport Service Provider in accordance with the terms hereof, the Concessionaire agrees to pay to the Airport Service Provider and its respective appointed service provider(s), the Upfront Fee, Concession Fee, the Airport Service Charges, the Utility Charges, the Data/Voice Ports Charges, Marketing Fee Charge and such other Charges as may be stipulated by the Airport Service Provider from time to time, and to perform all such obligations as the Concessionaire is required, in the manner and upon the terms and conditions as set out under this Agreement.

In the event that the Concessionaire fails to commence the operation in accordance with the term of this Agreement within the thirty (30) days of date of execution of this Agreement, the Airport Service Provider shall have a right to forthwith terminate this Agreement, and the Airport Service Provider shall further have the right to forfeit and/ or adjust the entire amount of the Security Deposit, as a genuine pre-estimate of losses and damages suffered by the Airport Service Provider.

2.4 Vacation of the Location

The Airport Service Provider may, for the reason(s) relating to security, safety, statutory or operational requirements or revamp of the Airport or any part thereof, and within such time period as intimated by the Airport Service Provider, require the Concessionaire to relocate and/ or vacate any one or more of the Location(s). In such event, the Concessionaire shall within the period specified in the notice, at its own cost and expense, immediately and without any protest or demur, stop all its operation at the Outlet, remove all of its belongings (including any personnel as may be employed by the Concessionaire) from the Location(s), vacate the Location(s) and relinquish any rights it may have in relation to the Location(s) to the Airport Service Provider.

2.5 Satisfaction of the Location(s):

The Concessionaire acknowledges that, it has , after a complete and careful examination, made an independent evaluation of the Location(s) as a whole and has determined the nature and extent of the difficulties, upgradations, inputs, costs, time, resources, risks and hazards that are likely to arise or may be faced by it in the course of the performance of its obligations under this Agreement and the extent and manner of efforts required. The Concessionaire further acknowledges that it shall have no recourse against the Airport Service Provider and/ or the Airport Operator at a later date, if it is found that the Location(s) is deficient in any manner whatsoever. If a deficiency is found, the Concessionaire hereby acknowledges and agrees that it shall, at its own cost and at no cost to the Airport Service Provider and/ or the Airport Operator, take all appropriate measures to remedy the same.

2.6 Reserved Rights

Notwithstanding any other Clause of this Agreement, it is agreed that the right(s) of the Concessionaire under this Agreement is/are limited to the Location(s) only for the purpose for which this Agreement has been executed. All other rights shall unequivocally vest with the Airport Service Provider, including but not limited to the following rights (“**Reserved Rights**”):

- (a) **Pouring Right:** The Airport Service Provider reserved the pouring right for all hot or cold, alcoholic and non- alcoholic, packaged or unpackaged

beverages, bottled or unbottled including water, soft drinks, beer, wine, spirits, energy drinks, soups, milk, tea etc. The Concessionaire shall ensure arrangements and adequate stocks to switch from any other beverage designated by the Airport Service Provider in writing, within one (1) month of written notice from the Airport Service Provider.

- (b) **Advertisement & Branding Right:** The Airport Service Provider reserves the right to display advertisements and brands at the Airport, and the Concessionaire shall co-operate with the Airport Service Provider.
- (c) **Promotional Rights:** The Airport Service Provider reserves all promotional rights at the Airport, including but not limited to, launching promotional programs anywhere at the Airport. The Airport Service Provider may at any time during the Term, launch promotional programs at the Airport and the Concessionaire shall participate in all such promotional programs. The Concessionaire shall not carry out any kind of self-promotional activity at the Location(s) without prior written approval of the Airport Service Provider, which the Airport Service Provider may grant at its own discretion at such additional charge as it may consider reasonable.
- (d) **Right for Services in Air:** The Airport Service Provider reserves the right to services which use air as a medium and non-tangible in nature, including but not limited to wireless connections, wavelength, frequency, aroma (air freshener) etc.
- (e) **Music & Video Right:** The Airport Service Provider reserves all audio or video and performance rights (live or otherwise) at and in respect to the Airport. The Concessionaire shall only be permitted to play such audio and video at the Airport or allow such performances, as may be permitted by the Airport Service Provider in writing and such permission may be denied without providing a reason thereto.
- (f) **Mobile Wallet:** The Airport Service Provider reserves a right to engage the services of any bank or service provider for providing customers with a digital payments option inside the Airport. The Concessionaire shall ensure the presence of the engaged bank or service provider for receiving payments from the customers while billing for services availed by them.
- (g) **Rights for Credit Card Services Provider and Payment Gateway:** The Airport Service Provider reserves the right to engage the services of any bank or service provider for the purpose of providing payment gateway (for online purchases on mobile applications or website, and for direct payment at the Outlet) at the Airport (including the Location) for the purpose of accepting the payments from customers. For direct payment at Outlet, the Concessionaire shall use such Electronic Data Capture (“EDC”) machines as may be prescribed by the Airport Service Provider from time to time. The Concessionaire shall also fulfill all such requirements as may be prescribed by the relevant bank or service provider for operation of the said EDC machine.

CLAUSE 3 - CONCESSION FEE

3.1 Concession Fee

3.1.1 The Concessionaire shall with effect from COD, pay to the Airport Service Provider the Concession fee, which shall be the sum total of Concession Fee and applicable Taxes thereon, payable with respect to the Location(s) as per the provisions of **Schedule I** hereto.

3.1.2 Self-Certification of Net Sales:

The Concessionaire shall maintain books of accounts in English in accordance with Applicable Laws and in a manner acceptable to the Airport Service Provider, showing the gross sales and Net Sales of the business conducted at the Location(s). For the purposes of determining the gross sales, Net Sales and the Concession Fee, the Concessionaire shall provide the Airport Service Provider a statement (along with itemized sales report /statement) on monthly basis (MIS statement), duly certified by its head of finance showing gross sales, Net Sales, and advertising & and promotional income with respect to the Location(s), not later than seven (7) working day after the end of every Month (“**Self-Certified Net Sales and Advertising Income**”).

3.1.3 Manner of payment of Concession Fee:

The Concession Fee (along with any applicable Taxes which may be payable) shall be payable in Indian Rupees by the Concessionaire to the Airport Service Provider, in the following manner:

- (a) the MMG in respect of the Location(s) in advance on or before seventh (7th) day of every Month; and
- (b) the excess of Revenue Share Amount over MMG, of immediately preceding month, by the fifteenth (15th) day of every Month.

3.1.4 Reconciliation of Concession Fee:

Commencing from the COD, the Concessionaire shall submit to the Airport Service Provider, audited statement (in the format approved by the Airport Service Provider) from its statutory auditors on a quarterly basis (to be itemized monthly) showing Net Sales earned from the Outlet, not later than fifteen (15) days after the end of each quarter of the Year. Upon reconciliation, where it is found that the Net Sales as declared by the Concessionaire are lower than the audited Net Sales, resulting in the Concessionaire having paid a lower Concession Fee, the Concessionaire shall deposit the differential Concession Fee within fifteen (15) days from the date of such reconciliation, together with an interest at the rate of

eighteen percent (18%) per annum from the due date upto the date of payment of such deficit amount.

3.1.5 Independent Audit:

The Airport Service Provider may in its discretion, conduct an independent audit of the accounts of the Concessionaire pertaining to the Services. The Concessionaire undertakes to co-operate with the Airport Service Provider and its personnel and consultants in the conduct of the independent audit. Such audit report of the independent auditor shall be binding on the Concessionaire, and it shall pay the differential Concession Fee within seven (7) days of intimation by the Airport Service Provider in this regard.

3.1.6 Warehouse:

The Concessionaire shall pay applicable user charges in respect of Warehouse, as set out in **Schedule I** of this Agreement, by the seventh (7th) day of every month, along with any applicable Taxes.

3.1.7 Mode of Payment:

All payments due under this Agreement from the Concessionaire to the Airport Service Provider shall be paid by way of online payment through Real Time Gross Settlement System (“**RTGS**”) / National Electronic Fund Transfer (“**NEFT**”), to provide for real time inter-bank payment in the bank account designated by the Airport Service Provider from time to time. The Concessionaire shall forthwith provide the Airport Service Provider with the proof of any payment made by way of direct transfer.

3.2 Term

3.2.1 The Concession granted to the Concessionaire shall be for the Term as set out in **Schedule I**.

3.2.2 The Term may be extended at the sole option of the Airport Service Provider, on such terms and conditions as it may deem fit.

CLAUSE 4 – CHARGES

4.1 Airport Service Charges

With effect from the COD, the Concessionaire shall be liable to pay service charges for services such as air-conditioning, maintenance and cleaning of common areas

& facilities such as lifts, corridors, passages, staircases etc., toilets, lighting therein, at a rate as set out in **Schedule I** herein (“**Airport Service Charges**”).

The Airport Service Charges shall be payable in advance by the seventh (7th) day of every month irrespective of the receipt of the invoice by the Concessionaire.

4.2 Utility Charges and other charges

4.2.1 Utility Deposit

The Concessionaire shall submit to the Airport Service Provider and maintain interest-free, refundable Utility Deposit towards timely discharge of payment obligation relating to Utility Charges by the Concessionaire during the Term of this Agreement (“**Utility Deposit**”), as prescribed under **Schedule I**.

4.2.2 With effect from the COD, the Concessionaire shall pay the utility charges for electricity, water and other analogous utilities at the Location(s) (“**Utility Charges**”) on actual basis. The payment of such amount shall be made by the Concessionaire to the Airport Service Provider, within seven (7) days of receipt of the invoice. In case of non-payment by the Concessionaire, the Airport Service Provider may set-off the unpaid Utility Charges against the Utility Deposit. In the event the Airport Service Provider draws on the Utility Deposit, in part or in full, the Concessionaire shall replenish the value of the Utility Deposit which existed prior to the withdrawal of the Utility Deposit within seven (7) days of intimation by the Airport Service Provider, failing which, the Concessionaire may attract the disconnection of such electricity, water and/ or other utilities availed of by the Concessionaire. The Airport Service Provider shall not be responsible and/ or liable for any loss of business or profit due to disconnection/ discontinuation/ restriction of such utilities and services on account of non-payment of Utility Charges. In the event the Airport Service Provider makes the facility of prepaid meters available at any or all the Location(s), the Concessionaire shall procure prepaid coupons for electricity as per the procedure as defined by the Airport Service Provider.

4.2.3 The Concessionaire shall bear all the cost towards materials, equipment, meter(s) and installation thereof for the abovementioned utilities.

4.2.4 All the mechanical, electrical & plumbing (“**MEP**”) services and power loads shall be as communicated by the Airport Service Provider to the Concessionaire, from time to time. Any revisions/ updation to the same shall require approval of the Airport Service Provider. The Concessionaire shall bear all the cost in this regard.

4.3 Data/ Voice Port Charges

4.3.1 The Airport Service Provider shall endeavour to provide data and voice connectivity through third parties/telecom service providers implementing the network solutions for the Airport. Subscription to such services by the Concessionaire shall be on

prevailing standard terms and conditions as stipulated by the Airport Service Provider from time to time.

- 4.3.2 The Concessionaire shall be liable to pay for the services availed, against the invoices raised/ forwarded by the Airport Service Provider. The payment for such amount shall be made by the Concessionaire to the Airport Service Provider/ designated third party service provider in this regard, within seven (7) days of receipt of the invoice. Non-payment of such charges, within the said period of seven (7) days may attract disconnection of such services by the Airport Service Provider.
- 4.3.3 The charges are subject to such revision as may be prescribed by the Airport Service Provider or its nominated telecom service provider from time to time.

4.4 Electronic Point of Sales (EPOS) Charges

- 4.4.1 The Concessionaire shall not use any EPOS terminal except as provided by the Airport Service Provider at the Airport. EPOS terminal comprises of point of sale (POS) hardware, POS software and other peripherals such as boarding pass scanner, passport scanner, closed circuit television (CCTV) camera etc. The Concessionaire shall be liable to pay such charges, as prescribed by the Airport Service Provider in **Schedule I**. Upon Concessionaire's failure to pay such charges on respective due dates, the Airport Service Provider may deduct the unpaid charges against the Utility Deposit. In the event of any amount drawn from the Utility Deposit, the Concessionaire shall replenish the Utility Deposit to its original level within seven (7) days of intimation by the Airport Service Provider. Any incident of non-usage of EPOS terminal provided by Airport Service Provider shall be treated as breach of this Agreement and the Concessionaire shall further be liable to pay damages towards non- usage of EPOS.
- 4.4.2 The Concessionaire shall abide by such rules and regulations as may be determined by the Airport Service Provider from time to time regarding the interface of the Airport Service Provider's host system and the Concessionaire's EPOS terminals.
- 4.4.3 The Concessionaire shall always keep the standby receipt books at the Location(s). All manual and standby receipt books must be in the format approved and pre-registered with the Airport Service Provider. In the event of a power failure or malfunction of Concessionaire's EPOS terminals at the Location(s), the Concessionaire shall inform the Airport Service Provider – Information Technology ("IT") helpdesk along with the concerned account manager of the Airport Service Provider. Such account manager/ helpdesk shall approve/ certify the use of manual billing by Concessionaire till such time the EPOS is set right and back in operation. The Concessionaire shall use handwritten standby receipts pre-registered with the Airport Service Provider for all transactions during the period of power failure or malfunction of the EPOS terminals. As soon as the failure or malfunction has been rectified, the Concessionaire shall immediately and accurately input all the relevant information in the manual and standby receipts into the EPOS terminals.
- 4.4.4 The Concessionaire shall permit the Airport Service Provider's authorized person to inspect the EPOS terminals at the Location(s) at any time.

- 4.4.5 The Concessionaire shall be solely responsible for stock uploading and price master change uploading without any delay.
- 4.4.6 The Concessionaire agrees that the cost of all consumables such as uninterrupted power supply (UPS) batteries, printer heads, supplies, stationery, repairs, and replacement thereof shall be solely borne by the Concessionaire.
- 4.4.7 The Concessionaire agrees to support the Airport Service Provider in any IT development required at the Location(s) and bear the cost thereof, to integrate the Concessionaire's EPOS system with the Airport Service Provider's CCTVs, if required for the purpose of monitoring the transactions at the EPOS terminals/ Location(s).
- 4.4.8 The Concessionaire agrees to support the Airport Service Provider in all loss prevention measures to arrest leakage of revenue, including but not limited to allowing the Airport Service Provider to install its own CCTVs or any other technology initiatives at the EPOS counters/ Outlet for live monitoring of cash till/store operations.

4.5 Revenue Leakage

- 4.5.1 The Concessionaire agrees to support the Airport Service Provider in all loss prevention measures to arrest leakage of revenue, including but not limited to allowing the Airport Service Provider to install its own Closed Circuit Television ("CCTVs") or any other technology initiatives at EPOS counters/ Location for live monitoring of cash till/store operations.
- 4.5.2 The Concessionaire acknowledges and agrees that irrespective of any preventive and corrective actions taken through its mechanism as aforementioned to prevent revenue leakage at the Outlet, if the Airport Service Provider, notices any event of revenue leakage including invoices/ bills for transaction(s) are not being generated on a real time basis (concerning each transaction), then the Concessionaire shall be liable to pay damages to the Airport Service provider, in the manner prescribed below:
- (a) Rs.15,000 (Indian Rupees Fifteen Thousand only) or twice the amount of revenue leakage, whichever is higher at the first instance of revenue leakage;
 - (b) Rs.30,000 (Indian Rupees Thirty Thousand only) or thrice the amount of revenue leakage, whichever is higher at the second instance of revenue leakage;
 - (c) Rs.45,000 (Indian Rupees Forty Five Thousand only) or quadruple the amount of revenue leakage, whichever is higher at the third instance of revenue leakage; or
 - (d) Damages in proportion to above mentioned amount on any subsequent instances of revenue leakage.
- 4.5.3 The Concessionaire shall be solely responsible for any kind of revenue leakage at the Location(s) and shall support the Airport Service Provider in taking preventive and corrective actions as deemed fit by the Airport Service Provider including but

not limited to suspension of staff involved. The Concessionaire acknowledges and agrees that irrespective of any preventive and corrective actions taken by the Concessionaire, the Airport Service Provider shall have the right to terminate this Agreement forthwith, in case there are three (3) or more incidents of revenue leakage at the Outlet noticed and informed to the Concessionaire in any Year during the Term.

4.6 Marketing Fund Contribution

The Concessionaire shall pay to the Airport Service Provider, an amount equivalent to 1% of the Net Sales at the Outlet, payable from COD on monthly basis by the 7th (seventh) day of the succeeding month, towards a marketing fund as maintained by the Airport Service Provider for promoting the Airport (“**Marketing Fund Contribution**”).

CLAUSE 5 - SECURITY DEPOSIT

5.1 Security Deposit

The Concessionaire shall deposit the Security Deposit to the Airport Service Provider as provided in **Schedule I** of this Agreement, on or before the execution of this Agreement.

5.2 Enforcement of the Security Deposit

5.2.1 The Security Deposit provided by the Concessionaire is a security (i) for the due and timely performance of its obligations under this Agreement, and (ii) against any breach by the Concessionaire of any of the representations or warranties or any terms, conditions or covenants of the Concessionaire under this Agreement. The Airport Service Provider may, at its sole discretion, without giving any prior intimation to the Concessionaire, forfeit/ adjust the Security Deposit, inter alia, for any of the following reasons:

- (a) in case of delay or failure in relation to any of the payment obligations of the Concessionaire under this Agreement whether to the Airport Service Provider or any agent as may be appointed by the Airport Service Provider, including but not limited to payment of the Concession Fee, the Charges, interest or any other amounts payable by the Concessionaire under this Agreement;
- (b) in the event of any payments being required to be made by the Airport Service Provider to the employees/ staff/ personnel of the Concessionaire as set out under Clause 10 of this Agreement;
- (c) for any indemnity claim (whether due to any third party claims or otherwise) that the Airport Service Provider may have against the Concessionaire under this Agreement.
- (d) any Loss caused to or any expenses incurred by the Airport Service Provider or any third party on its behalf (i) as a result of breach by the Concessionaire of any of the representation and warranties, or obligations or covenants of

the Concessionaire under this Agreement or, (ii) for any act of omission or commission of the Concessionaire or any of its employees, staff or personnel.

- (e) in the event of any non-compliance/ violation of Approvals and/ or Applicable Laws by the Concessionaire, which results into Loss or damages to the Airport Service Provider and/ or the Airport Operator.

- 5.2.2 In case of any deduction or forfeiture/ adjustment of the Security Deposit, the Concessionaire shall replenish the Security Deposit to its original level, within seven (7) days of notice by the Airport Service Provider.

5.3 Refund of Security Deposit

- 5.3.1 Notwithstanding anything contained in this Agreement, in case (i) this Agreement is terminated by the Airport Service Provider pursuant to Clauses 13.1.1 and/ or 13.1.3, or (ii) where the Concessionaire abandons the Concession or terminates this Agreement, the Airport Service Provider shall have the right to forfeit/ appropriate the Security Deposit towards any Loss, damages, Charges payable to the Airport Service Provider or amounts payable to third parties, as the case may be.

- 5.3.2 The Concessionaire shall be entitled to seek the balance amount, if any, from the Security Deposit after adjustment/ appropriation of the amount in accordance with Clauses 5.3.1 and 13.3 of this Agreement.

CLAUSE 6 - CO-BRANDING OF PACKING MATERIALS AND OTHER PROMOTIONAL ACTIVITIES

- 6.1 The Concessionaire shall ensure that the packaging material shall contain its Brand and brand identifiers along with the logo and brand identifiers of the Airport Service Provider or the Airport Operator, in the form and manner, as specified by the Airport Service Provider or the Airport Operator. The design of the abovementioned packaging material shall be submitted by the Concessionaire for approval of the Airport Service Provider.

- 6.2 The Airport Service Provider hereby grants to the Concessionaire, a non-exclusive, royalty-free Concession for the Term, to publish the Airport Operator and / or the Airport Service Provider's trademarks, service marks, logos and brands, as provided by the Airport Service Provider and / or the Airport Operator to the Concessionaire only on the co-branded carry bags and/ or other approved packaging materials to fulfil its obligations hereunder. All trademarks, service marks, logos / brands or content provided by the Airport Service Provider and / or the Airport Operator to the Concessionaire from time to time shall remain the exclusive property of the Airport Service Provider and / or the Airport Operator.

- 6.3 The Concessionaire shall not have any right, title, interest or claim in or to the Airport Operator's or the Airport Service Provider's content or trademarks, service marks, logos, or brands. The Airport Service Provider and / or the Airport Operator

shall, always retain the exclusive right to control the use of its content or trademarks, service marks, logos, or brands.

- 6.4** The Concessionaire shall take part, and cooperate, in all promotional activities as may be conducted by the Airport Service Provider and / or the Airport Operator from time to time.

6.5 Airport Digital Market and Customer Relationship Management

- 6.5.1 The Airport Service Provider may launch digital market on its website or mobile application, or any other digital platform, to enhance customer experience for shopping and services at the Airport (“**Airport Digital Market**” or “**ADM**”). As a part of the ADM, the Airport Service Provider, or an agency as may be appointed by the Airport Service Provider (“**ADM Agency**”), shall introduce and implement, marketing, promotional or customer service initiatives. The Concessionaire shall participate in all such initiatives in the manner instructed by the Airport Service Provider and shall dedicate all necessary resources to the same.

- 6.5.2 As part of ADM, the Airport Service Provider may initiate one or more Customer Relationship Management (“**CRM**”) programs for the Airport in the interest of the Airport Users. As a part of the CRM initiative, the Airport Service Provider, or an agency as may be appointed by the Airport Service Provider (“**CRM Agency**”), shall introduce and implement, marketing, promotional or customer service initiatives. The Concessionaire shall participate in all such initiatives in the manner instructed by the Airport Service Provider and shall dedicate all necessary resources to the same.

The Airport Service Provider or the CRM Agency, as a part of the CRM initiative, may launch loyalty program(s) for the customers (“**Loyalty Program**”).

- 6.5.3 The Loyalty Program, if implemented, may include loyalty points to be earned by the customers for every purchase. The Concessionaire is expected to credit the loyalty points to the customers from the sales.

- 6.5.4 The Loyalty Program shall also include redemption of loyalty points from the Outlet. The Concessionaire shall allow the customers to redeem loyalty points for any goods/ services.

- 6.5.5 The Concessionaire shall submit to the Airport Service Provider/ CRM Agency, the reports for the loyalty sales/ redemption or any other report/ information related to the Loyalty Program as may be required by the Airport Service Provider/ CRM Agency in such formats/ frequency as may be required by the Airport Service Provider/ CRM Agency.

- 6.5.6 The Concessionaire shall accept and implement any request from the Airport Service Provider/ CRM Agency for any system interface/ integration for the smooth flow of data as per the requirements of CRM. Any system up-gradation in this context shall be the Concessionaire’s responsibility and costs for the same shall be solely borne by the Concessionaire.

- 6.5.7 The Concessionaire shall work with the Airport Service Provider's and/ or its business partners to:
- (a) encourage a customer centric approach- 'Going the extra Mile';
 - (b) build overall Prepaid Taxi services awareness;
 - (c) navigate the passengers through essential Prepaid Taxi services areas and to key offers;
 - (d) share responsibility to increase sales performance at Airport;
 - (e) inform Airport Users of tactical in-store promotions to simplify the Prepaid Taxi services understanding and experience.

CLAUSE 7 - REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants to the Airport Service Provider that:

- 7.1.1 The Concessionaire is an entity validly existing and incorporated under Applicable Laws, and has the requisite power and authority, and has taken all actions necessary to validly execute and deliver this Agreement and to perform its obligations hereunder;
- 7.1.2 The Concessionaire has the requisite Approvals (including any third party consents as may be required) to execute this Agreement and to perform its obligations hereunder and operate an Outlet at Airport as per Applicable Laws.
- 7.1.3 The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required under the terms of any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not and shall not result in a violation of any Applicable Laws or its constitutional documents.
- 7.1.4 The Concessionaire has the right to use the Brands in the manner contemplated under this Agreement during the Term and Applicable Laws. There is no substituting or threatened third party claims in relation to the Brands and the use of the Brands does not infringe on the intellectual property rights of any third party.
- 7.1.5 The Concessionaire has the financial standing, capacity and capability to undertake the Concession in accordance with the terms of this Agreement, such that the Concessionaire has adequate financial capacity to maintain the Outlet(s) as per the terms of this Agreement and has the ability to pay to the Airport Service Provider all the payments under the Agreement, even in the case of less or no revenue generated from the Outlet(s).

- 7.1.6 There is no bankruptcy, insolvency, reorganization, moratorium or similar proceedings affecting creditors' rights generally, filed and/ or pending against the Concessionaire. The Concessionaire is neither insolvent nor unable to pay its debts as they fall due.
- 7.1.7 The Concessionaire is aware and acknowledges that the Services are one of the important and essential part of operations at the Airport and failure to implement the Concession in accordance with the terms of this Agreement and to manage the Outlet and perform the Services in accordance with Good Industry Practice and/ or Service Level Standards, is likely to impair and affect the operations at the Airport and the need and requirement of the Airport Users, and that failure to provide such services in the manner as set-out under this Agreement would entail irreparable loss and damage to the Airport Service Provider.

CLAUSE 8 – COVENANTS

8.1 Obligations as to Shareholding

- 8.1.1 Shareholding and voting rights of the Concessionaire, as set out in Part B of **Schedule I** may be amended subject to intimation to the Airport Service Provider at the earliest but not later than seven (7) working days.

8.2 Covenants as to Operation

- 8.2.1 The Concessionaire shall undertake the operation of the Outlet, in accordance with the Service Level Standards prescribed in **SCHEDULE IV** and the terms of this Agreement, Applicable Laws and the requirements of Good Industry Practice, the Airport Service Provider and the Airport Operator.
- 8.2.2 The Concessionaire shall undertake the prepaid taxi services related activity in conformity with the guidelines/ notifications of the relevant authorities
- 8.2.3 The Concessionaire shall undertake all compliances pertaining to Prepaid Taxi Services, as required under the Applicable Laws.
- 8.2.4 The Concessionaire shall comply with procedures and guidelines laid down by the Airport Service Provider or Airport Operator at Airport

8.3 Requirements as to prepaid taxi booking counter

- 8.3.1 The Concessionaire shall always ensure that ride/trip offered from the booking counter meet a high-quality service standard and at all times comply with the Service Level Standards as set out in **SCHEDULE IV** to this Agreement.
- 8.3.2 The Concessionaire shall use the Location(s) for the sole purpose of the Concession in accordance with the terms of this Agreement.
- 8.3.3 The Concessionaire shall not offer or engage in any other business at the Location(s) not approved by the Airport Service Provider.

- 8.3.4 The Concessionaire shall ensure that its franchise/ license agreement with respect to usage of Brand(s) remains valid and subsisting during the Term. In the event of a termination of such franchise it shall forthwith inform the Airport Service Provider.
- 8.3.5 Where the Concessionaire has legal and beneficial ownership of the Brands, it shall do all such acts as are necessary to maintain its ownership of and the right to use such Brands, including its intellectual property rights in such Brands, during the subsistence of this Agreement.
- 8.3.6 Unless instructed otherwise by the Airport Service Provider, the Concessionaire shall, operate the prepaid taxi services twenty four (24) hours a day, three hundred and sixty five (365) days a year in order to provide a high level of service for the convenience of all the Airport Users.
- 8.3.7 The Concessionaire shall keep the Concessionaire's name plate and other commercial signboards within the Location(s) to the minimum size and manner, as per approval of the Airport Service Provider.
- 8.3.8 The Concessionaire shall accept major credit cards as a means of payment and not add any surcharge to the price nor impose a minimum spending requirement when credit cards are offered as a means of payment.
- 8.3.9 The Concessionaire shall be solely responsible to depute requisite number of qualified, well trained, staff/ personnel with good character and integrity, well versed with the Hindi, English and vernacular language of the region, at the prepaid taxi booking counter, at all times.
- 8.3.10 The Location(s) is a part of the Airport which is highly sensitive, and its security may be monitored and regulated by BCAS or any Governmental Authority. The Concessionaire shall be liable to strictly comply with the Approvals, Applicable Laws relating to access and security measures at the Airport.
- 8.3.11 The Concessionaire will be allowed to advertise the brand, products or services offered by the Concessionaire at the Location(s) by way of pictures and/ or printed material as per Applicable Laws and upon prior approval of the Airport Service Provider.
- 8.3.12 The Concessionaire shall obtain the prior approval of the Airport Service Provider for any promotional program launched at the Outlet and for all temporary or additional furnishings, fittings, counters and decorations to be used for such promotions.
- 8.3.13 The Concessionaire agrees to liaise, consult and coordinate with all other authorized parties undertaking related works at the Airport and agrees to plan, review and determine coordinated activities for management of interfaces with the other related works at the Airport.

- 8.3.14 The Concessionaire shall leave at least 50% (fifty percent) of the lights in the Outlet switched on during non-operating hours to ensure that the aesthetics of the Airport shopping environment is maintained.
- 8.3.15 The Concessionaire shall permit the Airport Service Provider, its employees, contractors or any of its authorized persons at all reasonable times to enter upon the Location(s) for the purpose of inspection of the Location(s).
- 8.3.16 The Concessionaire undertakes to take part in, and extend its fullest cooperation to, any compliance checks as may be conducted by the Airport Service Provider from time to time, to check, verify, uphold and ensure the standard of quality of Services maintained by the Concessionaire.

8.4 Books of accounts and records and EPOS

- 8.4.1 Maintenance of finance records: The Concessionaire shall maintain accurate, up to date, complete financial records and books of accounts in English and in accordance with Applicable Laws.
- 8.4.2 Inspections of books of accounts: The Concessionaire shall permit authorized person or representatives of the Airport Service Provider, after reasonable notice, to have access to the books of accounts of the Concessionaire, records of individual items or other sources of information.
- 8.4.3 Maintenance of statutory records: The Concessionaire shall maintain all the records in relation to the Location(s) as per Applicable Laws and provide a copy thereof to the Airport Service Provider as and when required.
- 8.4.4 Maintenance of stock records: The Concessionaire shall maintain stock records of individual items for the purpose of proper control over stock movements and ensure that there is proper control of sales by reconciliation of the daily sales with the stock records and the cash received and to conduct at least a physical stock-take at least once a year and to make the results of such stock-take available to the Airport Service Provider as and when required.
- 8.4.5 The Concessionaire shall provide statistics showing the breakdown of sales according to items sold in the Outlet(s) when submitting the audited gross sales statement for each month which breakdown of sales statistics shall be according to individual items or categories of items as requested by the Airport Service Provider and in the format to the satisfaction of the Airport Service Provider.

8.5 Prohibitions

- 8.5.1 The Concessionaire shall not use, display or distribute any publicity materials such as pamphlets, brochures, leaflets, price lists or information and conditions directed at Airport Users without the prior written approval of the Airport Service Provider.

- 8.5.2 The Concessionaire shall not permit or let the Location(s) or any part thereof to be used or occupied as a place for lodging, dwelling or dormitory or any undesirable activities.
- 8.5.3 The Concessionaire shall not create any charge, transfer, assign, sub-let or grant right of any nature whatsoever in respect of the Location(s) or any part thereof nor part with or share any part of the Location(s) with any third party.
- 8.5.4 The Concessionaire shall not be entitled to put or permit to be put up on any exterior part of the Location(s) or surroundings thereof any banners, placards, standi, posters, signs or other advertisements whatsoever.
- 8.5.5 The Concessionaire shall furnish the necessary documents and provide the necessary certification in relation to any of its electrical connections, or any other connections, in such formats as may be specified by the Airport Service Provider. The Concessionaire shall not place any furniture or objects that may obstruct access to electrical distribution boards, install at the Location(s) any electrical lamp, equipment or appliance which may overload the electrical wiring or cabling or cause radio interference.
- 8.5.6 Except as required for the provision of Services, the Concessionaire shall not, and shall ensure that its personnel, agents and servants do not, solicit, tout, promote or otherwise conduct any business activity or propaganda at the Location(s) or indulge in any corrupt or criminal or anti-social activities.
- 8.5.7 The Concessionaire shall use the Location(s), as a reasonable and prudent person and would use the Location(s) in such a way so as not to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the occupiers or users of any neighboring Location(s) or any persons, passengers, users or entities at the Airport and / or which may be derogatory to or inconsistent with the Airport Service Provider's standards and reputation.
- 8.5.8 The Concessionaire shall not store or use at any time explosives, petroleum, spirit or other inflammable substance and/ or cause to happen noxious or objectionable smokes, fumes, gases, vapors or odours at the Location(s).
- 8.5.9 The Concessionaire shall in every quarter participate in the Airport Service Quality ("ASQ") passenger survey and shall seek to achieve steady improvements in performance over time and maintain the same throughout the Term and shall make all effort to ensure that the Airport achieves and maintains a rating of at least 4.5 (four point five) out of 5.0 (five) and/ or shall appear within top 20 (twenty) percentile of all airports, in its category globally.
- 8.5.10 The Concessionaire shall not store, stock, exhibit or sell any item which are repugnant to the public order, decency or morality.

8.6 General

- 8.6.1 The Concessionaire shall take all required measures and precautions for the prevention of fire at the Location(s) and shall not block or obstruct any fire exit or access to fire equipment.
- 8.6.2 The Concessionaire shall notify the Airport Service Provider of any dispute that arises or is threatened against the Concessionaire or the Airport Service Provider and/ or the Airport Operator, the adverse outcome of which might have a material adverse effect on the Concessionaire or the Airport Service Provider or the Airport Operator.

8.7 Maintenance, Repair and Cleanliness

The Concessionaire shall at its own cost keep the Location(s) in clean and hygienic conditions, including all furniture, fixtures, signboards and all additions thereto and an area of up to five (5) meters around the periphery of the Location(s). The Concessionaire shall engage qualified cleaning, pest control and maintenance contractors. If the Concessionaire fails to do so, the Airport Service Provider may at its discretion get the Location(s) cleaned and maintained and the cost thereof shall be recovered from the Concessionaire.

8.8 Fire Safety Regulations and Requirements

- 8.8.1 The Concessionaire shall ensure that (i) all fire hose reels, fire extinguishers, and all other fire equipment and fire protection systems in the Location(s) are installed, checked and serviced as per Approvals and the Applicable Laws; and (ii) attached labels depict correct information relating to certification and inspection of the equipment and/ or system.
- 8.8.2 The Concessionaire shall rectify any non-compliance of fire safety requirements, procedures or measures as may be notified by the Airport Service Provider within fifteen (15) days from the date of such notification. Thereafter, the Airport Service Provider shall be at the liberty to carry out an inspection of the Location(s). If it is observed that any of the deficiencies are not rectified to the satisfaction of the Airport Service Provider, the Airport Service Provider shall be entitled to rectify the same and recover the cost thereof from the Concessionaire.
- 8.8.3 The Concessionaire agrees to provide necessary training to its employees for handling safety, security & emergency procedures and fire-fighting equipment & procedures provided at the Airport/ Location(s). The Concessionaire shall take part in organized fire safety activities by the Airport Service Provider and/ or the Airport Operator that include fire evacuation drills, fire warden briefings, fire safety campaigns and fire safety awareness.

8.9 Obligations under the Concession Agreement and Master Services Agreement

- 8.9.1 The Concessionaire acknowledges and confirms that it shall be bound by and comply with the provisions of Article 34 and Article 38 of the Concession

- Agreement. Extract of the said Articles are reproduced for ready reference and necessary compliance in **SCHEDULE V**
- 8.9.2 attached herewith.
- 8.9.3 Parties hereby agree and acknowledge that rights and obligations under this Agreement shall always be read in conjunction with and remain subject to provisions of the Concession Agreement and the MSA.

CLAUSE 9 - PRICING POLICY

- 9.1 The Concessionaire shall book the ride/trip, as per Approved Rate List & Pricing as set out in **SCHEDULE III**, and Good Industry Practice.
- 9.2 Concessionaire shall take prior approval of the Airport Service Provider for booking charges/rate list.
- 9.3 The Concessionaire shall make available price comparisons of items sold in the Outlet with similar items sold at any of the other Outlet at other airports as designated by the Airport Service Provider and shall provide to the Airport Service Provider such comparisons within seven (7) days from the date of request by the Airport Service Provider.
- 9.4 The Airport Service Provider on its own or through third party may conduct inspection at any time and compare booking price of taxis with the Approved Rate List and Pricing as per **SCHEDULE III**. In the event such variation is found more than three (3) times, the same shall amount to breach of this Agreement and the Airport Service Provider shall be entitled to forthwith terminate this Agreement, entirely at the cost and risk of the Concessionaire.

CLAUSE 10 - EMPLOYEES ENGAGED BY THE CONCESSIONAIRE

- 10 Concessionaire agrees and confirms that -
- 10.1 The Concessionaire shall be responsible for and shall pay compensation to its employees payable as per Approvals and Applicable Laws. The Concessionaire shall ensure that during the Term of this Agreement and thereafter the employees, and staff of the Concessionaire shall make no demands or claims against the Airport Service Provider and the Airport Operator for any payment whatsoever. If for any reason, the Airport Service Provider is called upon to make payment of any unpaid compensation to the employees or personnel of the Concessionaire, the same shall be payable to the Airport Service Provider by the Concessionaire.
- 10.2 The Concessionaire shall maintain and preserve all the books, challans and records as per the Approval and Applicable Laws in relation to labour laws.

- 10.3 The Concessionaire agrees and acknowledges that the employees and personnel of the Concessionaire are not employees of the Airport Service Provider or the Airport Operator and under no circumstances, the employees of the Concessionaire shall be deemed to be employees of the Airport Service Provider or the Airport Operator. The Concessionaire shall be responsible to ensure that the employees and personnel of the Concessionaire do not claim status of employee of the Airport Service Provider or the Airport Operator by virtue of performing services under this Agreement for the Concessionaire.

CLAUSE 11 -INDEMNITY

- 11 The Concessionaire agrees and confirms, as under –

- 11.1 The Concessionaire hereby agrees to indemnify and keep indemnified and hold harmless the Airport Service Provider and the Airport Operator, its affiliates, directors, personnel, employees, consultants and agents (“**Indemnified Persons**”) from and against:
- a. any Loss occurred to or incurred by the Indemnified Persons, including arising out of or in relation to or as a consequence of any breach of the representations and warranties, or any of the covenants or obligations of the Concessionaire under this Agreement or any of the terms and conditions of this Agreement, by the Concessionaire or any third party acting on behalf of or related to the Concessionaire or any employees of the Concessionaire or any other act or omission of the Concessionaire;
 - b. any third-party liability or claims, costs (including reasonable attorneys’ fees), expenses or obligations arising out of or in connection with any act or omission or defect in the quality of the taxis or deficiency in the operation, maintenance and management of Outlet or the Services provided by the Concessionaire;
 - c. for any claim, attributable to the Concessionaire, in respect of any sale of prohibited items, counterfeit of original items, and/ or third-party claims on account of torts;
 - d. failure of the Concessionaire to obtain and maintain the applicable Approvals to manage, maintain and operate the Outlet.
 - e. any Loss or damage to the Indemnified Persons due to non-compliance and/ or violation of the Approvals and Applicable Laws.
- 11.2 The Concessionaire, without any demur or protest, shall pay the amount of Loss or damages to the Airport Service Provider within fifteen (15) days of invocation of provision of above Clause 11.1 by the Indemnified Persons.

CLAUSE 12 – INSURANCE

- 12 The Concessionaire agrees and confirms, as under –

- 12.1 During the Term of this Agreement, the Concessionaire shall obtain and maintain, at its own cost, adequate and comprehensive (i) insurance in respect of Outlet at the Location(s); and (ii) third-party insurance.

- 12.2 The Concessionaire shall keep all insurance policies active and in force during the Term of this Agreement and also for a period of six (6) months after expiry or termination of this Agreement.
- 12.3 The Concessionaire shall ensure that the Airport Service Provider be the co-insured in all insurance policies.
- 12.4 On or before the COD, the Concessionaire shall furnish to the Airport Service Provider, copies of policies, certificates or evidence of payment of premia, in respect of all insurances required to be taken hereunder.
- 12.5 The Concessionaire covenants that in the event of any claim made against it, or which may be made by it, and which in the reasonable opinion of the Airport Service Provider is covered by any of the insurance policies of the Concessionaire, the Concessionaire shall, notwithstanding any insurance policy of the Airport Service Provider, promptly make a claim under the relevant insurance policy of the Concessionaire and take all necessary steps to pursue such claim and claim insurance proceeds. The Concessionaire agrees that in the event the Concessionaire does not (in the Airport Service Provider's sole opinion) take the steps as required hereinabove, the Airport Service Provider shall have the power (in the Concessionaire's name and behalf) to take all necessary steps to make or pursue a claim, without any liability on behalf of Concessionaire.
- 12.6 All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Agreement shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Airport Service Provider, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

CLAUSE 13 – TERMINATION

13 Parties agree and confirm, as under –

13.1 Termination by the Airport Service Provider

- 13.1.1 The Airport Service Provider shall have a right to terminate this Agreement in relation to the Location(s) upon the occurrence of any of the following events:
- a. failure by the Concessionaire to make any payment due under this Agreement, by the due date in respect thereof.
 - b. failure to replenish the Security Deposit to its original level, after forfeiture/adjustment, in accordance with this Agreement.
 - c. failure by the Concessionaire to manage, maintain and operate the Outlet in accordance with the Approvals, Applicable Laws and provisions of this Agreement.

- d. failure by the Concessionaire to obtain and maintain applicable Approvals for the performance of its obligations under this Agreement, during the Term;
- e. suspension of performance of obligations by the Concessionaire for a period exceeding thirty (30) days (except during the subsistence of an Force Majeure Event);
- f. violation of Pricing Policy by the Concessionaire more than 3 times as provided under Clause 9.4 of this Agreement.
- g. any breach of obligations in relation to maintenance of Service Standards and Performance Standards.
- h. failure of Concessionaire to maintain Insurance(s) in accordance with the requirements of this Agreement.
- i. Concessionaire directly or indirectly, undertakes or performs either itself or through agency, sub-contract, sub-concession or otherwise, any activity other than activities permitted under this Agreement.
- j. breach of any other covenants, obligations and representation and warranty of the Concessionaire under this Agreement.

13.1.2 Unless otherwise provided for under this Agreement, the Concessionaire shall, to the satisfaction of the Airport Service Provider, cure the breach

- a. where the breach is in relation to any payment obligation of the Concessionaire under this Agreement, including but not limited to payment in relation to Concession Fee, Charges, interest, or any other amount as may become due and payable by the Concessionaire, within a period of fifteen (15) days from the notice of such breach issued by the Airport Service Provider to the Concessionaire;
- b. where the breach is in relation to any representation and warranties or any other covenants/ obligations of the Concessionaire under this Agreement, within thirty (30) days from the notice of breach by the Airport Service Provider; and
- c. In case of breach by the Concessionaire under Clause 13.1.1e and 13.1.1f, no cure period shall be available to the Concessionaire.

13.1.3 In case the Concessionaire fails to cure the breach within the cure period as provided in Clause 13.1.2 above, the Airport Service Provider shall be entitled to forthwith terminate this Agreement.

13.1.4 Notwithstanding anything contained in this Agreement, the Airport Service Provider shall have a right to terminate this Agreement with immediate effect where:

- a. three (3) or more incidents of revenue leakage at the Outlet noticed and informed to the Concessionaire in any Year during the Term; or
- b. the Concessionaire has become insolvent or is ordered to be wound up whether voluntarily or compulsorily; or
- c. an interim resolution professional, resolution professional, provisional liquidator, liquidator, receiver or manager of the Concessionaire is duly appointed; or
- d. the Concessionaire has entered into any arrangement or composition for the benefit of its creditors; or

- e. the Concessionaire suffers any distress or execution to be levied upon its assets, which has caused any adverse impact to the Airport Service Provider; or
- f. there is any change in the constitution of the Concessionaire, including any merger, reconstruction or amalgamation adversely affecting its security clearance; or
- g. in the case of occurrence of an event stipulated in Clause 16 of this Agreement; or
 - (a) the Concession Agreement or MSA has been terminated; or
 - (b) the License Agreement has been terminated.

13.1.5 Notwithstanding anything contained in this Agreement, the Airport Service Provider shall be entitled to terminate the Concession with respect to the Agreement without assigning any reason whatsoever by giving three (3) months prior notice in writing to the Concessionaire.

13.2 Termination by Concessionaire

The Concessionaire shall not be entitled to terminate this Agreement within the Lock-in Period. After the expiry of the Lock-in Period, the Concessionaire may terminate this Agreement by giving the Airport Service Provider a prior notice in writing of six (6) months.

13.3 Consequences of expiry or Termination of this Agreement

13.3.1 In the event of violation of Clause 13.2 of this Agreement by the Concessionaire, the Airport Service Provider shall be entitled for forfeiture and/ or adjustment of the Security Deposit against the Concession Fee, Charges and any other amount payable under this Agreement.

13.3.2 The Concessionaire shall forthwith pay the Airport Service Provider all unpaid Concession Fees, Charges and other amounts accrued or due under or pursuant to this Agreement till the date of expiry or termination of this Agreement.

13.3.3 The Concessionaire shall forthwith cease to perform its activities at the Location(s) and shall at its own cost, remove itself and its employees, personnel, servants, contractors, sub-contractors and agents and its belongings (which include effects and personal belongings) from the Location(s) within three (3) days without causing any damage thereto and any disruption to operations at the Airport and shall restore the Location(s) to the same condition as it was prior to the grant of the Access Rights to the Concessionaire. The Concessionaire shall obtain required approvals from the relevant authorities for such removal and repair works (hereinafter called the “**Post Termination Obligations**”).

13.3.4 The Concessionaire unconditionally and unequivocally agrees that in case of failure to comply with above Clause 13.3.3, the Airport Service Provider shall be entitled to remove all such goods/ materials at the sole cost and risk of the Concessionaire and demand payment for cost of removal, including the costs of the Post

Termination Obligations. If such payment is not made by the Concessionaire within seven (7) days, the Airport Service Provider shall be at the liberty to adjust such amount from the Security Deposit. In case, the Airport Service Provider is unable to recover such amount in full, from the Security Deposit, the Airport Service Provider shall be entitled to dispose-off the goods / materials/ belongings of the Concessionaire to recover such cost. The Concessionaire shall not be entitled to raise any objection on such disposing of the goods/ materials/ belongings by the Airport Service Provider.

- 13.3.5 The Airport Service Provider shall be entitled to use the Location(s) for its own purpose(s) and/ or allot the Location(s) to third party.
- 13.3.6 The Concessionaire agrees that if the Concessionaire terminates the Agreement during the Lock-in Period, then the Concessionaire shall irrevocably, without any protest and demur pay to the Airport Service Provider, the Concession Fee along with maintenance charges and any other charges, taxes, as may be applicable, for the unexpired period of the Lock-in Period.
- 13.3.7 This Agreement shall be *co-terminus* with the License Agreement executed between the Parties for the Location.

CLAUSE 14 - FORCE MAJEURE

14.1 Force Majeure

- 14.1.1 As used in this Agreement, the expression “Force Majeure” or “Force Majeure Event” shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of the following events, if it affects the Location(s) and performance by the Party claiming the benefit of Force Majeure (“**Affected Party**”) of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (c) has material adverse effect on the Affected Party.
- (a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
 - (b) strikes or boycotts (other than those involving the Concessionaire, contractors or their respective employees/ representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Airport for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Year;
 - (c) any judgement or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Laws or Approvals, or (ii) on account of breach of any Applicable Laws or Approvals or of any contract, or (iii) enforcement of this Agreement, or (iv)

exercise of any of its rights under this Agreement by the Airport Service Provider;

- (d) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection;
- (e) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- (f) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 7 (seven) days in a Year;
- (g) compulsory acquisition in national interest or expropriation of the Airport or rights of the Airport Service Provider; or
- (h) any event or circumstances of a nature analogous to any of the foregoing.

14.2 Duty to report Force Majeure Event

14.2.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- (a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Clause 0 with evidence in support thereof;
- (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- (c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (d) any other information relevant to the Affected Party's claim.

14.2.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

14.2.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information, as required by Clause 14.2.1, and such other information as the other Party may reasonably request the Affected Party to provide.

14.3 Consequences of Force Majeure

14.3.1 Allocation of costs arising out of Force Majeure Event

Upon occurrence of a Force Majeure Event, the costs incurred and attributable to such event and directly relating to the Services (“Force Majeure Costs”) shall be allocated and paid as follows:

- (a) Upon occurrence of a Force Majeure Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;
- (b) Force Majeure Costs may include interest payments on debt, operation and maintenance expenses, any increase in the cost of Fit-Out work on account of inflation and all other costs directly attributable to the Force Majeure Event.

Neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

14.3.2 Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event, provided that:

- 14.3.2.1 the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- 14.3.2.2 the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- 14.3.2.3 when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

14.4 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of sixty (60) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice of thirty (30) days to the other Party without being liable in any manner whatsoever, save as provided in this Clause 14, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith.

CLAUSE 15 - TERMINATION ON DAMAGE OF LOCATION

If during the Term the whole or any part of the Airport is destroyed or damaged by flood, lightning, storm, earthquake or any other disabling cause so as to render the

Location(s) substantially unfit for the use and occupation by the Concessionaire, and rebuilding or reconstruction of the Airport from its previous form, is impracticable or undesirable in the sole opinion of the Airport Service Provider, then the Airport Service Provider shall be entitled to terminate this Agreement by issuing a notice to other Party in writing, without any compensation thereof.

CLAUSE 16 - NO CLAIM BY THE CONCESSIONAIRE

- 16.1 The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Airport, scope of Services under this Agreement, requirements of the Approvals for effectuating its rights under this Agreement, existing structures, local conditions, traffic volumes and all information provided by the Airport Service Provider or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Airport Service Provider makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/ or completeness of any assessment, assumption, statement or information provided by it herein or under the Applicable Laws and the Concessionaire confirms that it shall have no claim whatsoever against the Airport Service Provider or the Airport Operator, in this regard.
- 16.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in the Clause 16.1 above and hereby acknowledges and agrees that the Airport Service Provider shall not be liable for the same in any manner whatsoever to the Concessionaire or any person claiming through or under it.
- 16.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 16.1 above shall not vitiate this Agreement or render it voidable.
- 16.4 All risks relating to the Concession shall be borne by the Concessionaire and the Airport Service Provider shall not be liable in any manner for such risks or the consequences thereof.

CLAUSE 17 - DISPUTE RESOLUTION AND GOVERNING LAW

- 17.1 Any dispute, controversy or claim (“**Dispute**”) arising out of, relating to, or in connection with this Agreement, termination or validity hereof, shall initially be resolved by amicable negotiations among senior executives of the Parties and, if not resolved through such negotiations within thirty (30) days of written notice of the existence of such Dispute, be finally settled by binding arbitration under the (Indian) Arbitration and Conciliation Act, 1996 as amended time to time and to be administered by the arbitral tribunal by reference to sole arbitrator, to be appointed mutually between the Parties.

- 17.2 The seat and venue of arbitration shall be Ahmedabad, India and it shall be conducted in the English language.
- 17.3 During the arbitration, the Parties shall continue to fulfil their respective obligations under this Agreement except for such obligations, which are the subject matter of the arbitration.
- 17.4 The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the Parties concerned. The award may include an award of costs, including reasonable attorneys' fees and disbursements.
- 17.5 The cost of arbitration shall be borne by the Parties equally.
- 17.6 This Agreement shall be governed by the laws of India. In respect of all matters arising out or relating to this Agreement and, the courts at Ahmedabad, India shall have exclusive jurisdiction.

CLAUSE 18 – MISCELLANEOUS

18.1 Entire Agreement

This Agreement along with License Agreement constitute the entire understanding between the Parties with respect to the subject matters hereof and supersede all prior understandings, both written and oral.

18.2 Partnership, Joint Venture or Agency

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

18.3 Assignment

- 18.3.1 This Agreement shall not be assigned by the Concessionaire to any person, save and except with the prior consent in writing of the Airport Service Provider, which consent the Airport Service Provider shall be entitled to decline without assigning any reason.
- 18.3.2 The Airport Service Provider may, after giving 30 (thirty) days' notice to the Concessionaire, assign and/ or transfer any of its rights and benefits and/ or obligations under this Agreement to any party.

18.4 Severability

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

18.5 Waiver

- 18.5.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
 - (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
 - (c) shall not affect the validity or enforceability of this Agreement in any manner.
- 18.5.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be considered or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

18.6 Confidentiality

The Parties agree that they will hold in confidence the terms and conditions of this Agreement and all data, information, documentation etc. which comes to their knowledge in the course of this Agreement (“**Confidential Information**”) and will not disclose to any third party or use Confidential Information or any part thereof, without the other Party’s prior written consent.

Provided that (i) Confidential Information may be disclosed to any governmental or regulatory authority requiring such disclosure under law and (ii) either party shall have the right to use or disclose to its auditors or consultants, the Confidential Information as may be provided by the other Party in discharge of its obligation under this Agreement.

18.7 Notice

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and addressed, as more particularly mentioned in **SCHEDULE II**. Any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery, provided that in the case of e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

18.8 Interest

All outstanding amounts payable by the Concessionaire under this Agreement that are not paid by their respective due dates in accordance with this Agreement shall carry simple interest at a rate of eighteen percent (18%) per annum calculated on a monthly basis (and for this purpose part of any month shall be construed as full month) from the date due until the date of payment.

18.9 Stamp Duty

The Concessionaire shall bear and pay stamp duty, as prescribed under Applicable Law in relation to this Agreement.

18.10 Amendment

No amendment or waiver of any provision of this Agreement, nor consent to any departure by any of the Parties therefrom, shall in any event be effective unless the same shall be in writing and signed by the Parties hereto.

18.11 Non-Exclusivity

The Concessionaire's rights to operate, maintain and manage Outlet in accordance with this Agreement at the Airport or any part thereof, is not exclusive and shall not prevent the Airport Service Provider from undertaking the development or operation of other outlets undertaking similar activities or granting a similar right to other parties.

18.12 Intellectual Property Rights

Neither the Airport Service Provider's name in any form whatsoever nor any other intellectual property rights associated with it or belonging to the Airport Service

Provider shall be used in any promotional materials, signs, announcements or other forms of communication or advertising by the Concessionaire or in any other manner whatsoever, unless the Airport Service Provider's express written permission for such use has been obtained in advance.

18.13 Survival

- (a) The provisions of Clauses 8.4, 11, 13.3, 17, 18.6 and this 18.13 shall survive the termination of this Agreement.
- (b) Termination or expiry of the Agreement shall:
 - i. not relieve the Airport Service Provider or the Concessionaire, as the case may be, of any obligations hereunder which expressly or by implication survive termination or expiry of the Agreement; and
 - ii. except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

All obligations surviving termination or expiry of the Agreement shall only survive for a period of 3 (three) years following the date thereof except the provisions of indemnity, which shall survive for a period of five (5) years from the date of Termination.

18.14 Anti-Bribery and Anti-Corruption

The Concessionaire covenants that neither the Concessionaire nor any of its Affiliates, employees, agents, representatives or servants shall make, offer to give or agree to give any bribe, commission, gift or advantage to: (i) any government official, employee or representative; (ii) any officer, servant, representative or agent of the Airport Service Provider or its Affiliates; or (iii) any other Person, in relation to the obtaining or execution of this Agreement. Such an act by the Concessionaire shall, in addition to any criminal liability which the Concessionaire may be subject to under Applicable Law, provide a right to the Airport Service Provider to terminate this Agreement, the Licence Agreement and/or any other agreement that may have been entered into between the Airport Service Provider and the Concessionaire.

18.15 Counterparts

This Agreement may be executed in two counterparts, each of which, to be retained by either Party, and when executed and delivered, shall constitute an original of this Agreement.

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED AS AN AGREEMENT BY THE PARTIES ON THE DAY AND YEAR MENTIONED ABOVE AND IN ACCORDANCE WITH THE LAWS OF INDIA

SIGNED AND DELIVERED by ADANI AIRPORT HOLDINGS LIMITED Signature _____ Name _____ Designation _____	<u>Witnessed by:</u> Signature _____ Name _____
SIGNED AND DELIVERED by [●] Signature _____ Name _____ Designation _____	<u>Witnessed by:</u> Signature _____ Name _____

SCHEDULE I

PART A- CONCESSION FEE AND OTHER COMMERCIAL DETAILS

1. CONCESSION FEE

The Concession Fee shall be calculated and payable in the manner as set out under this Agreement.

Year	Projected monthly Net Sales (A) (in Rs.)	Projected Revenue Share % (B)	Minimum Monthly Guarantee (A x B x [●]%) Amount (in Rs.)
Year 1	[●]	[●]	[●]
Year 2	[●]	[●]	[●]
Year 3	[●]	[●]	[●]

2. OTHER COMMERCIAL DETAILS

Sr. No.	Particular	Reference / Meaning
1.	Access Date	_____
2.	Fit Out Period	_____ days from Access Date
3.	Commercial Operation Date (commencement of operation)	DD-MM-YYYY or end of Fit Out Period which ever is earlier
4.	Term	[●] Years from the Commercial Operation Date i.e. until DD-MM-YYYY
5.	Lock-in Period	[●] months commencing from the Commercial Operation Date i.e. until DD-MM-YYYY
6.	Concession Fee	As per para 1 above
7.	Concept	[●]
8.	Category (including exceptions, if any)	Category: [●] Sub-Category: [●]
9.	Brand(s)	[●]
Conditions Precedent		
10.	Security Deposit*	Rs. [●] (Rs. [●] only) * Subject to revision annually by Airport Service Provider. To be maintained equivalent to 6 months Concession Fee of preceding year

Sr. No.	Particular	Reference / Meaning	
11.	Utility Deposit**	Rs. [●] (Rs. [●] only) ** Subject to revision annually by Airport Service Provider	
12.	Authorised Signatory documents	Board Resolution/ Power of Attorney/ Authorisation Letter	
13.	Authorization letter from Brands in case of Franchisee Model	Franchisee Agreement/ Authorisation Letter/ Any other	
Fee and Charges			
14.	Upfront Fee	Rs. [●] (Rs. [●] only)	
15.	Charges	Airport Service Charges ***	Rupees [●] (Rs.[●] only) per square meter per month on the cumulative area of all Location(s) *** Subject to revision from time to time by Airport Service Provider
		Utility Charges	As per actual charges from the Access Date.
		Security Deposit for Utility Charges	Rupees [●] (Rs.[●] only)
		Marketing Fund Contribution	One percent [1]% of the Net Sales
		Warehouse Charges	Rupees [●] (Rs.[●] only) per square meter per month
16.	IT Charges	Upfront fee	Rupees [●] (Rs.[●] only) (one time Non-refundable)

Sr. No.	Particular	Reference / Meaning	
		EPOS charges*****	Rupees [●] (Rs.[●] only) per month ***** Subject to revision from time to time by Airport Service Provider
		Charges for non- usage of EPOS	Rupees [●] (Rs.[●] only) per incident
		Data Port charges	Rupees [●] (Rs.[●] only) per month per port;
		Voice port charges:	Rupees [●] (Rs.[●] only) per month per port;
		Firewall configuration	
Security Vetting of the Concessionaire			
17.	Security Vetting, as per Clause8.1	Yes/ No	
18.	Security Program, as per Clause 8.2	Yes/ No	
19.	Contact Details of Concessionaire	Name: [●] Designation: [●] e-mail: [●] Contact Number: [●]	

Sr. No.	Particular	Reference / Meaning
		Fax: [●] Postal Address: [●]
20.	Contact Details of Airport Service Provider	Name: [●] Designation: [●] e-mail: [●] Contact Number: [●] Fax: [●] Postal Address: [●]

PART B

SHAREHOLDING PATTERN OF THE CONCESSIONAIRE

[•]

SCHEDULE II

LOCATIONS

Location	Area in sqm (around)*	Unit No.
Outlet: [●] at Terminal[●]	[●]	[●]
Warehouse/ BOH: [●]	[●]	[●]

LAYOUT

[●]

SCHEDULE III

APPROVED RATE LIST AND PRICING

[•]

SCHEDULE IV

SERVICE LEVEL STANDARDS

The Concessionaire shall at all times comply with the following service standards and such other standards as informed by the Airport Service Provider from time to time:

- (i) The Concessionaire shall provide adequate manpower at the Location(s) at all times and shall increase such manpower as and when required by the Airport Service Provider to achieve a high standard of service in keeping with the Airport's requirements.
- (ii) The Concessionaire shall ensure that the counters at the Outlet are operated round the clock basis and the Concessionaire shall further ensure that the staff shifts shall be arranged accordingly to confirm the round the clock operation.
- (iii) The Concessionaire shall ensure and provide, at all times professional, efficient and prompt, polite and courteous service to all passengers without discrimination whatsoever and in an honest and organized manner and shall improve the standard of service offered in the booking counter if deemed unsatisfactory by Airport Service Provider.
- (iv) The Concessionaire shall be liable to maintain a complaint register (either in hard copy or in electronic form) at the Outlet and shall ensure that any and all complaints are recorded in the said register with the action taken report for each of the complaints received. Immediately after a complaint is registered, the Concessionaire shall give a receipt to the complainant stating the date and complaint number. The Concessionaire shall ensure that all complaints are addressed on the spot, but in any case not later than forty eight (48) hours within receipt of the complaint, in the event it is not possible to address the complaint on the spot. In the event, any complaint is received against any of the employees of the Concessionaire deployed at any of the Location(s) or otherwise, the Airport Service Provider shall have the right to require the Concessionaire to remove such personnel and replace him.
- (v) The Concessionaire shall ensure and make adequate provision to the effect that in case of any strike or labour unrest among its staff, the operation of the Outlet or at the Location(s) are not hampered.
- (vi) The Concessionaire shall provide training covering service quality to all employees of the Concessionaire to meet the Airport Service Provider's objective of ensuring a high standard of service at the Airport and if required by the Airport Service Provider, shall improve such training programme. The Concessionaire shall send all frontline staff to quality service courses at least once a year and send all newly employed staff to such courses immediately from their date of their employment. The Concessionaire shall, at its own cost, send all frontline staff at least two (2) days in a year to such service courses as conducted by the Airport Service Provider from time to time.
- (vii) The Airport Service Provider shall carry out passenger surveys on a regular basis as may be decided by the Airport Service Provider by an independent reputable research consultant. The Concessionaire shall participate in such passenger surveys. The Airport Service Provider shall share the feedback with the Concessionaire after completion of each survey. The Concessionaire agrees to take such steps as may be stipulated by the Airport Service Provider or any other agency to achieve the Performance Standards as stipulated in this Agreement.
- (viii) The Concessionaire shall issue or cause to be issued receipts to customers without demand.
- (ix) The Concessionaire shall ensure that queue time at the cash collecting counter(s) is kept to a minimum of no more than five (5) minutes and must operate additional cash collection counters if required by the Airport Service Provider.
- (x) The Concessionaire shall at all times remove the waste materials and/or garbage with extreme care and dispose the same at the garbage collection box as per the guidelines specified by the Airport Service Provider from time to time.
- (xi) The Concessionaire shall report to the Airport Service Provider any accident, theft, damages or other incidence occurred at the Location(s), with immediate effect.
- (xii) The Concessionaire shall ensure that the required assistance is extended to all the disabled, physically challenged and the elderly passengers/visitors at the Location.
- (xiii) The Concessionaire shall provide statistics showing the breakdown of sales according to items sold in the Outlet when submitting the audited gross sales statement for each month which breakdown of sales statistics shall be according to individual items or categories of items as requested by the Airport Service Provider and in the format approved by the Airport Service Provider and which

- sales statistics the Airport Service Provider shall have the right to disclose or make use of at any time notwithstanding the expiry or earlier determination of this Agreement in any manner and for whatever purposes the Airport Service Provider deems fit without prior notice to the Concessionaire.
- (xiv) The Concessionaire shall further strive to meet the following service standard requirements:
- (a) The outlet should be adequately staffed throughout the operating hours (24 hours);
 - (b) The staff should have complete product knowledge and undergo training on regular basis on customer service quality;
 - (c) In case of vending machines deployed, operators shall ensure that it is manned all times to meet passenger requirements at that part of the Terminal Building;
 - (d) Operators are encouraged to use environmentally friendly material in their Facility;
 - (e) Usage of energy conservative lightings shall be ensured by operator at all time during the term of the contract;

SLAs

- i. Furniture repairs/replacements to be carried out periodically and such schedules shall be shared with the Airport Service Provider in advance;
- ii. Pest management contract must be always in force and by the Airport Service Provider approved service providers only, with SLA's as agreed and modified by Airport Service Provider from time to time;
- iii. Bins to be placed-right Size, Quantity and must gel with the ambience. Dustbin cleaning and disinfection frequency must be predefined- e.g. wet garbage must be removed every 3 hrs. and bins dried off thereafter;
- iv. The cleaning/ maintenance works must be adequately backed up with appropriate signages;
- v. The back of house (BOH) must be treated with utmost care. No abandoned waste/ scrap/ trolleys/ palettes/ PVC crates/ shelves/ inventories be there;
- vi. Transportation of stored items, at BOH/ Warehouse , to the Outlet shall be undertaken with utmost care and without any pilferage, spills obstruction, littering or noxious to Airport Users etc and maintain cleanliness and hygiene at the Airport.
- vii. There should be no storage of cleaning tools and tackles in the passenger/common areas;
- viii. All cleaning activity should be carried out with smart and appropriate tools and tackles i.e. Caddy Basket;
- ix. Monthly preventive maintenance (PM) of air heating unit (AHU) by reputed vendors
- x. Filter cleaning of AHU in every week;
- xi. Exhaust fan PM as per schedule and cleaning every week;
- xii. Air conditioning and exhaust system performance checking required along with the Airport Service Provider's engineer in every month;
- xiii. Grease trap, floor drain need to be clean every day and schedule shared with the Airport Service Provider on a pre-agreed time frame;
- xiv. Grease and waste material disposal activity should witness by senior representative;
- xv. Drain Cobra may be used for reduce blockage and accommodated of grease in pipe and sump pit.

Damages

The Concessionaire shall be liable to pay the Airport Service Provider damages at the rate of Rupees One Thousand only (Rs. 1000/-) per deviation for any deviation found on the aforementioned standards subject to a maximum of Rupees One Lakh only (Rs. 1,00,000/-) post which the Airport Service Provider shall have the right to terminate this Agreement.

SCHEDULE V

EXTRACTS OF CONCESSION AGREEMENT

(refer Clause 8.9)

“ARTICLE 34. SUSPENSION OF CONCESSIONAIRE’S RIGHTS

34.1 Suspension upon Concessionaire’s Default

Upon occurrence of a Concessionaire’s Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (a) suspend all rights of the Concessionaire under this Agreement including the Concessionaire’s right to collect any Fee, and other revenues pursuant hereto, and

*(b) exercise such rights itself and perform the obligations hereunder or authorise any other person to exercise or perform the same on its behalf during such suspension (“**Suspension**”). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Concessionaire and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice, provided that upon written request from the Concessionaire and the Lenders’ Representative, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a further period not exceeding 90 (ninety) days.*

34.2 Authority to act on behalf of Concessionaire

34.2.1 During the period of Suspension, the Authority shall, on behalf of the Concessionaire, collect all Fee and revenues under and in accordance with this Agreement and deposit the same in the Escrow Account. The Authority shall be entitled to make withdrawals from the Escrow Account for meeting the costs incurred by it for meeting the O&M Expenses and for remedying and rectifying the cause of Suspension, and thereafter for defraying the expenses specified in Clause 29.3.

34.2.2 During the period of Suspension hereunder, all rights and liabilities vested in the Concessionaire in accordance with the provisions of this Agreement shall continue to vest in the Concessionaire and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Concessionaire under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the Concessionaire and the Concessionaire undertakes to indemnify the Authority for all costs incurred during such period. The Concessionaire hereby licenses and sub-license respectively, the

Authority or any other person authorised by it under this Article 34 to use during Suspension, all Intellectual Property belonging to or licensed to the Concessionaire with respect to the Airport and its operations, management, design, engineering, and development, and which is used or created by the Concessionaire in performing its obligations under the Agreement.

34.3 *Revocation of Suspension*

In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding the period set out in Clause 34.1, it shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement. The Parties expressly agree that the Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

34.4 *Substitution of Concessionaire*

Subject to the Authority exercising its step-in rights as per the provisions mentioned in Clause 38.5, at any time during the period of Suspension, the Lenders' Representative, on behalf of Senior Lenders, shall be entitled to substitute the Concessionaire under and in accordance with the Substitution Agreement, and upon receipt of notice thereunder from the Lenders' Representative, the Authority shall withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of Suspension, and any extension thereof under this Article 34, for enabling the Lenders' Representative to exercise its rights of substitution on behalf of Senior Lenders.

34.5 *Termination*

34.5.1 At any time during the period of Suspension under this Article 34, the Concessionaire may by notice require the Authority to revoke the Suspension and issue a Termination Notice. Subject to the rights of the Lenders' Representative to undertake substitution in accordance with the provisions of this Agreement and within the period specified in Clause 34.4, the Authority shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article 34 as if it is a Concessionaire's Default under Article 33.

Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder or within the extended period, if any, set forth in Article 34, this

Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Concessionaire's Default."

"ARTICLE 38. ASSIGNMENT AND CHARGES

38.1 Restrictions on assignment and charges

38.1.1 Subject to Clause 38.2 and Clause 38.3, this Agreement shall not be assigned by the Concessionaire to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

38.1.2 Subject to the provisions of Clause 38.2 and Clause 25.6, the Concessionaire shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Concessionaire is a party.

38.2 Permitted Assignment and Charges

The restraints set forth in Clause 38.1 shall not apply to:

- (a) liens arising by operation of Applicable Laws (or by an agreement evidencing the same) in the ordinary course of business of the Airport;*
- (b) hypothecation/pledge of goods/ assets other than Project Assets (except receivables) and their related documents of title, arising or created in the ordinary course of business of the Airport, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Airport. The Senior Lenders would be entitled to create a lien on the Escrow Account, subject to and without prejudice to the rights of the Authority under this Agreement; and*
- (c) assignment of rights, interest and obligations of the Concessionaire to or in favour of the Lenders' Representative as nominee and for the benefit of the Senior Lenders, to the extent covered by and in accordance with the Substitution Agreement as security for financing provided by Senior Lenders under the Financing Agreements.*

38.3 Substitution Agreement

38.3.1 *The Lenders' Representative, on behalf of Senior Lenders, may exercise the right to substitute the Concessionaire pursuant to the agreement for substitution of the Concessionaire ("Substitution Agreement"). It is clarified that the Substitution Agreement is to be entered into at such time as may be requested by the Concessionaire, and will be entered into amongst the Concessionaire, the Authority and the Lenders' Representative, on behalf of Senior Lenders, substantially in the form set forth in Schedule P. Provided however that, if the Senior Lenders, acting through the Lenders' Representative, are not able to identify or substitute the Concessionaire with any Nominated Company, in accordance with the terms of the Substitution Agreement, then, the Authority shall have a right to substitute the Concessionaire, in such a manner that the Authority is a Nominated Company for the purposes of the Substitution Agreement, and any reference to the Nominated Company shall mean the Authority and all other terms and conditions of the Substitution Agreement shall be construed accordingly.*

38.3.2 *Upon substitution of the Concessionaire under and in accordance with the Substitution Agreement, the Nominated Company substituting the Concessionaire shall be deemed to be the Concessionaire under this Agreement and shall enjoy all rights and be responsible for all obligations of the Concessionaire under this Agreement as if it were the Concessionaire, provided that where the Concessionaire is in breach of this Agreement on the date of such substitution, the Authority shall by notice grant a Cure Period of 120 (one hundred and twenty) days to the Concessionaire for curing such breach.*

38.4 Assignment by the Authority

Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 60 (sixty) days' notice to the Concessionaire, assign and/or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Agreement.

38.5 Step-in rights

38.5.1 *In the event of an emergency (as communicated by the Authority, in writing, at its sole discretion), the Authority has the right to temporarily assume control of the Airport in place of the Concessionaire, either through itself or any nominated Government Instrumentality. During the period in which the control over the Airport is assumed by the Authority or the nominated Government Instrumentality, the Authority shall be deemed to be the Concessionaire for the purpose of discharging the obligations of the Concessionaire under this Agreement for that limited period. The duties and obligations of the Concessionaire shall be suspended during such period and*

the Authority or its nominated Government Instrumentality shall operate and maintain the Airport in accordance with the provisions of this Agreement. Provided however, within 7 (seven) days of cessation of the aforesaid emergency and any effect thereof, or such longer time-period as may be reasonable taking into account the nature of emergency, the Authority or its nominated Government Instrumentality, as the case may be, shall hand the Airport (as it stands on that date) back to the Concessionaire, to operate and manage the same in accordance with the terms and conditions set out herein.

38.5.2 Any charges in relation to provision of Aeronautical Services or Non-Aeronautical Services levied and collected by the Authority or its nominated Government Instrumentality during such period, shall be held by it, for and on behalf of the Concessionaire and shall be given to the Concessionaire, subject to the Clause 38.5.3 herein below.

38.5.3 The Concessionaire shall reimburse and indemnify the Authority or its nominated Government Instrumentality, as the case may be, for any and all costs and expenses incurred by it, relatable to operation and maintenance of the Airport, during the period of step-in, which costs and expenses may be set-off by the Authority or its nominated Government Instrumentality from the amounts payable by the Authority to the Concessionaire under Clause 38.5.2 above.

In the event, the period of step-in, exceeds 3 (three) months, the same shall be considered as a Political Event of Force Majeure under Clause 32.4 and shall be dealt with accordingly.”

XXXX

Part – II: License Agreement

DATED: _____, 2025

LICENSE AGREEMENT

BETWEEN

ADANI AIRPORT HOLDINGS LIMITED

AND

[INSERT NAME OF THE LICENSEE]

LICENSE AGREEMENT

This license agreement (“**Agreement**”) is made at [●] on this the [●]day of [●], 2025, between:

ADANI AIRPORT HOLDINGS LIMITED, a company incorporated under the provisions of the Companies Act, 2013, having Corporate Identification Number U62100GJ2019PLC109395 and its registered office at Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat - 382421, India (hereinafter referred to as the “**the Licensor**”, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and assigns); **AND** [●], a company incorporated under Companies Act, [●] having corporate identification number [●]and having its registered office at [●] (hereinafter referred to as the “**the Licensee**”, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors);

The Licensor and the Licensee are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- (F) Airports Authority of India (“**AAI**”) through a concession agreement dated February 14, 2020 (“**Concession Agreement**”) granted a concession to [●] (“**Airport Operator**”) to exclusively undertake the operation, maintenance and development of the [●] (“**Airport**”).
- (G) The Airport Operator has mandated the Licensor to undertake certain non-aeronautical services at the Airport in accordance with the Master Services Agreement dated May 18, 2021 (“**MSA**”) executed between Airport Operator and the Licensor. Pursuant to the MSA, the Licensor is entitled to undertake the non-aeronautical services at the Airport, either on its own or through third party(ies).
- (H) Pursuant to the request made by the Licensee for the grant of License (*as defined hereinafter*) to set up, operate, maintain, and manage the Outlet. (*as defined hereinafter*), the Licensor has issued a letter of intent dated [●] in favour of the Licensee to enable it to obtain necessary security permission to access the Location(s) and commence fit-out work of the Outlet.
- (I) The Licensee has informed that it has obtained the aforesaid permission and is ready to commence the fit-out work of the Outlet. Accordingly, the Licensor has agreed to grant the License in favour of the Licensee on the terms and conditions set out in this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

DEFINITIONS AND INTERPRETATION

- 1.1 Capitalized term used herein but not defined shall have the meaning ascribed to them under the concession agreement executed between the Parties. In addition to

terms defined elsewhere in this Agreement, the following capitalized terms as used in this Agreement shall have the respective meanings ascribed to them below:

"Access Date" shall mean the date from which Access Rights to the Location(s) is given to the Licensee by the Licensor;

"Access Rights" shall mean bare, personal, non-transferable, non-assignable, non-heritable, non-exclusive right to access the Location(s) for the Term;

"Airport Service(s)" for the purpose of this Agreement shall mean and include prepaid taxi services, which shall be carried out by the Licensee at the Outlet;

"Applicable Laws" shall mean all Indian laws, including but not limited to guidelines, circulars, rules, regulations and notifications by Governmental Authorities and/or judgements, decrees, injunctions, writs and orders of any court of laws, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

"Approvals" shall mean all approvals, authorizations, consents, no-objection certificates, permissions, registrations (including but not limited under the labour laws), including any approvals from Governmental Authorities, which are required to execute, give effect to, and perform this Agreement, to be obtained under Applicable Laws and/ or required from the Licensor, Airport Operator, AAI or any other authority, including any third party approvals;

"Encumbrances" shall mean, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, or transfer, or creation of third party rights or interest, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Outlet or stock or inventory therein;

"Exit Date" shall mean and include the actual date of exit from the Location or end of Exit Period, whichever is earlier;

"Fit-out Guidelines" shall mean and include guidelines for undertaking fit-out at the Outlet prescribed in **Schedule IV**.

"Fit-Out Period" shall mean the period of days as prescribed in **SCHEDULE I** of the Agreement.

"Force Majeure" shall have the meaning ascribed to it in Clause 7.2;

"Good Industry Practice" shall mean the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Licensee in accordance with this Agreement, Applicable Laws in a reliable, safe, economical and efficient manner and for providing safe, economic, reliable and efficient Airport

Service(s);

"Governmental Authority" shall mean any department, division or sub-division of the Government of India or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including panchayat under the control of the Government of India or the State Government, as the case may be, and having jurisdiction on overall or any part of the Airport and/ or Airport Service(s) and/ or on the performance of all or any of the services or obligations of the Licensee under or pursuant to this Agreement and include, Directorate General of Civil Aviation (DGCA), Bureau of Civil Aviation Security (BCAS), Central Industrial Security Force (CISF) and AAI.

"Indemnifying Party" shall have meaning ascribed to it in Clause 12.1.2.

"Indemnified Party" shall have meaning ascribed to it in clause 12.1.

"License" shall have the meaning ascribed to it in Clause 2.1;

"License Fee" shall have the meaning ascribed to it in Clause 4.1;

"Location(s)" shall mean the location(s), within the Airport denoted by a unique unit number(s), along with all appurtenances thereon and connected thereto as demarcated by the Licensor and as more particularly described in **SCHEDULE I**;

"Lock-in Period" shall mean the period, during which the Licensee shall not be allowed to terminate/ surrender the License, as set out in **SCHEDULE I** hereof;

"Outlet(s)" shall mean and include the outlet comprising of structure and installed equipment, as set up, developed, maintained and managed by the Licensee at the Location(s), to carry out the Airport Service(s);

"Taxes" shall mean any Indian taxes including excise duties, customs duties, goods and services tax, value added tax, service tax, sales tax, local taxes, cess, levies, charges and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Airport charged, levied or imposed by any Government Authorities, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. Taxes shall not include taxes on corporate income;

"Term" shall have the meaning ascribed to it in Clause 6.1;

"Warehouse" shall mean the enclosed space at the Airport, on 'as is where' basis, delineated and highlighted in the attached in **SCHEDULE I**, together with the fittings and fixtures therein, if any, for the purpose of use as warehousing of goods and/ or items and which shall form part of Location(s); and

"Year" shall mean a period of 12 (twelve) consecutive months ending on March 31 of any calendar year; provided however that the first Year shall mean the period commencing on Access Date and ending on March 31, 2022 and the last Year shall

mean the period commencing from April 1 and ending on the date of expiry or termination hereof.

1.2 In the Agreement, unless the context otherwise requires:

- iv) words importing singular include the plural and vice versa;
- v) a reference to any gender includes the other gender;
- vi) words denoting natural persons include partnerships, companies, corporations, trusts, associations, organisations or other entities (whether or not having a separate legal entity) and vice-versa;
- vii) a reference to a law or statutory provision includes such law or provision as is from time to time amended, modified, supplemented, consolidated or re-enacted;
- viii) the words “include” and “including” are to be construed without limitation;
- ix) headings are for convenience of reference only and shall not affect the construction or interpretation of the Agreement; the words “herein”, “hereof”, “hereunder” and other words of similar import refer to the Agreement as a whole and not to any particular Clause, subdivision or part;
- x) a reference to an agreement, contract, deed, instrument or other document shall include a reference to that agreement, contract, deed, instrument or document, as amended, modified or supplemented from time to time; and
- xi) references to recitals, Clauses, paragraphs, annexures, exhibits, schedules, attachments or amendments, in the Agreement shall be deemed to be references to recitals, Clauses, paragraphs, annexures, exhibits, schedules, attachments or amendments, of or to this Agreement.
- xii) The provisions of this Agreement, concession agreement executed between the Parties, MSA are to be read harmoniously and in conjunction with each other. It is agreed between the Parties that the concession agreement executed between the Parties covers the extent and manner the Outlet will be operated and managed by the Licensee; and
- xiii) Schedules and Annexures to this Agreement shall form integral part of this Agreement and shall be read along with this Agreement.

2. License

2.1 Subject to and in accordance with the terms of this Agreement, the Licensor hereby grants to the Licensee the Access Rights of the Location(s) for the purpose of setting up, developing, maintaining and managing the Outlet for the Term (“**License**”). The Licensee hereby accepts the grant of the License and agrees to perform all its obligations under the License in accordance with the terms and conditions hereof.

2.2 The Licensee shall not commence fit-out and installation activities with respect to the Outlet without obtaining the Approvals. Notwithstanding any approval granted

by the Licensor, the Licensee shall be solely responsible for the design and development work and any other activities undertaken by the Licensee at the Location(s).

- 2.3 The Licensor reserves the right to grant any easements over or the rights of access or rights of way on, over, under, through or across the Location(s) for any purpose as the Licensor may deem appropriate.

3. Access and Fit-out

- 3.1 The Licensee shall complete the fit-out works of the Outlet within the period, as set out in **SCHEDULE I** hereof (“**Fit-out Period**”), in accordance with the terms of this Agreement.
- 3.2 The Licensee shall be solely responsible for all installations, equipment, furniture etc. and shall also repair, upkeep and maintain the Outlet at its own cost, in accordance with the Applicable Law, Approvals, Fit-out Guidelines, Good Industry Practices, and other requirements.
- 3.3 Upon completion of fit-out works at the Outlet, the Licensee shall immediately intimate the Licensor about the same along with a self-certificate stating that the fit-out works have been carried out and completed in accordance with the Fit-out Guidelines. The Licensor shall have a right to inspect the Outlet at any time thereafter at its convenience. Post inspection by the Licensor, if the fit-out work(s) is not found in conformity with the Fit-out Guidelines, the Licensor shall be entitled to direct the Licensee to carry out necessary modifications to the fit-out works at its own cost, within the time as stipulated by the Licensor.
- 3.4 With effect from the Access Date, the Licensee shall pay the utility charges for electricity, water and other analogous utilities at the Location(s) as maybe incurred for the purpose of fit-out under this Agreement, as per the rate prescribed in **SCHEDULE II** hereof.

4. License Fee and Payment Terms

- 4.1 In consideration of the grant of the License of the Location(s) by the Licensor, the Licensee shall pay to the Licensor on and from the Access Date, an amount, subject to an annual escalation, as prescribed in **SCHEDULE II**, exclusive of Taxes, on yearly basis (“**License Fee**”).
- 4.2 The License Fee for each Year (together with applicable Taxes thereon) shall be paid in advance, within 15 (fifteen) days of receipt of invoice for such Year.
- 4.3 Except as expressly specified otherwise, each payment to be made to the Licensor pursuant to this Agreement shall be made by way of bankers’ cheque/ demand draft drawn on a scheduled commercial bank in favour of “Adani Airport Holdings Limited” payable at par or by way of direct transfer into current account of the Licensor as per details mentioned in **SCHEDULE II**:

The Licensee shall forthwith provide the Licensor with the proof of any payment made by way of direct transfer.

- 4.4 Except for deduction of income tax deducted at source (“**TDS**”) as per applicable income tax laws, each payment by the Licensee shall be made without set-off or counterclaim and without any deduction or withholding of any kind whatsoever.
- 4.5 In the event of failure or delay by the Licensee to pay or deposit any amount(s) on or before the respective due date(s) prescribed under this Agreement or within 7 (seven) days of demand, in case no time period is specified, the Licensee shall be liable to pay to the Licensor interest at the rate of 18% (eighteen percent) per annum on the amount delayed, for the period of such delay. Payment of such interest shall be without prejudice to the Licensor’s other rights and remedies under this Agreement or in law.

5. Licensee's Covenants and Undertakings

5.1 For Location(s)

- 5.1.1 The Location(s) shall be used by the Licensee solely for the intended purpose of setting up, developing, maintaining, and managing the Outlet in accordance with Applicable Laws, Approvals and Good Industry Practices, and for no other purpose.
- 5.1.2 Any fit-out work(s) / design / alterations / modifications / refurbishment shall be in conformity with the Fit-out Guidelines and overall visual theme, overall aesthetics and structure of the Airport, and the Licensee shall comply with all instructions of the Licensor, in this regard.
- 5.1.3 The Licensee shall not make any alteration or modification of a permanent nature to the Location(s), except with prior written approval of the Licensor in writing.
- 5.1.4 The Licensee shall not carry out any modification, addition, alteration, refurbishment, or renovation of the Location(s) or other activity by which the access to, structure of, design of, visual appeal of or security and safety at the Airport may be affected, except with prior written approval of the Licensor.
- 5.1.5 The Licensee shall at all times be solely responsible for all its equipment and materials at the Location(s) and the Licensor shall not in any manner be responsible for any loss or damage caused to such equipment and materials and/ or third party, for any reason whatsoever.
- 5.1.6 The Licensee shall not do or permit to be done any act whereby the Licensor’s right, title or interest in, to and upon the Location(s) is in any way prejudicially affected, impaired or extinguished.
- 5.1.7 The Licensee shall not damage the Location(s) or any part of the Airport during the Term and shall handover the Location(s) ‘as it was handed over to the Licensee’ and in the usual working condition after expiry or termination of this Agreement. If any damage is caused to the Location(s), whether intentionally or otherwise, by the Licensee, or any person acting on its behalf or customers, the Licensee shall repair and make good all such damage or loss to the Location(s) and/ or the Airport, to bring it to the original condition within such time as may be stipulated by the Licensor. In case of failure by the Licensee to do so, the Licensor shall be entitled to repair the damage or make requisite replacements and call upon the Licensee to

forthwith reimburse the cost thereof to the Licensor. The Licensor shall be entitled to restrict the Licensee from removing its movable properties from the Airport, unless the Location(s) are restored to a good working condition and transferred to the Licensor.

- 5.1.8 The Licensee shall not alter or damage the base structure of the Location(s). The Licensee shall neither cut or alter any part of the Location(s) such as the walls, beams, columns and floor or suffer or permit the same to be done, nor interfere or permit any interference to be made with the electrical/ IT/ telecommunication wirings or fittings, except for carrying out needful repairs as approved by Licensor.
- 5.1.9 The Licensee shall not impede in any way the Licensor in exercising its right of absolute and unconditional possession and control of the Location(s) and every part thereof as provided herein.
- 5.1.10 The Licensee shall not bring, store, keep, or use in the Location(s) heavy articles or goods of combustible, explosive, flammable or inflammable nature, which may damage the Location(s), without the prior written permission of the Licensor.
- 5.1.11 The Licensee agrees and acknowledges that the concession agreement executed between the Parties will *inter alia* covers the extent and manner in which the Outlet be operated, maintained and managed by the Licensee.

5.2 For Insurance

- 5.2.1 During the Term of this Agreement, the Licensee shall obtain and maintain, at its own cost, adequate and comprehensive (i) insurance in respect of Outlet at the Location(s), and (ii) third-party insurance.
- 5.2.2 The Licensee shall keep all insurance policies active and in force during the Term of this Agreement and also for a period of six (6) months after expiry or termination of this Agreement.
- 5.2.3 The Licensee shall ensure that the Licensor be the co-insured in all such insurance policies.
- 5.2.4 On or before the Access Date, the Licensee shall furnish to the Licensor copies of policies, certificates or evidence of payment of premia, in respect of all insurances required to be taken hereunder.
- 5.2.5 The Licensee covenants that in the event of any claim made against it, or which may be made by it, and which in the reasonable opinion of the Licensor is covered by any of the insurance policies of the Licensee, the Licensee shall, notwithstanding any insurance policy of the Licensor, promptly make a claim under the relevant insurance policy of the Licensee and take all necessary steps to pursue such claim and claim insurance proceeds. The Licensee agrees that in the event the Licensee does not (in the Licensor's sole opinion) take the steps as required hereinabove, the Licensor shall have the power (in the Licensee's name and behalf) to take all necessary steps to make or pursue a claim, without any liability on their behalf. Any

proceeds received by the Licensee pursuant to a claim made on a insurance policy, the Licensee shall promptly inform the Licensor.

- 5.2.6 All insurance policies in respect of the insurance obtained by the Licensee pursuant to this Agreement shall include a waiver of any and all rights of subrogation or recovery by the insurers thereunder against, inter alia, the Licensor, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, Licensor's insurers and underwriters, and of any right of the insurers to any adjustment or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

5.3 For Safety and Security

- 5.3.1 The Licensee shall, at its own cost, be responsible for security and safety of the Outlet at the Location(s) in all conditions including but not limited to natural and unnatural event(s).
- 5.3.2 The Licensee agrees to provide necessary training to its employees for handling safety, security & emergency procedures and fire-fighting equipment & procedures provided in the Airport/ Location(s).
- 5.3.3 The Licensee shall comply with all security and safety requirements prescribed under the Approvals and Applicable Laws. The Licensee shall also comply with all security and safety requirements prescribed by the Licensor, Airport Operator, and/ or any Governmental Authority from time to time including but not limited to installation of close circuit cameras at the Location(s).

5.4 For Health, Sanitation and Environment

- 5.4.1 The Licensee shall, at its own cost, comply with Applicable Laws, Good Industry Practices, and other requirements as specified by the Licensor from time to time regarding cleanliness, health, sanitary and other standards at the Location(s).
- 5.4.2 The Licensee shall comply with Approvals and Applicable Laws in relation to disposal of waste and other activities at the Location(s). The Licensee shall not store or dispose any material, waste products, hazardous waste, or debris at or near to the Location(s) and/or at the Airport.

5.5 For Compliance with Applicable Laws

- 5.6 The Licensee shall comply with the Approvals and Applicable Laws including but not limited to the requirements under the labour laws. Further, the Licensee shall ensure that all persons working for or under the instructions of the Licensee also complies with the terms and conditions set out in this Agreement, Approvals and Applicable Laws.

6. Term and Termination of License

- 6.1 The License shall come into force from the Access Date and subject to early termination as per the terms of this Agreement, shall continue to be in force upto the date as set out in **SCHEDULE I** (“**Term**”).
- 6.2 **Termination by the Licensor**
- The Licensor shall have a right to terminate this Agreement in relation to the Location(s) upon the occurrence of any of the following events:
- 6.2.1 any breach by the Licensee of its covenants or obligations or terms and conditions of this Agreement, including but not limited to payment obligations herein;
- 6.2.2 breach of any representation or warranty by the Licensee;
- 6.2.3 breach of obligations in relation to Fit-out Guidelines and other requirements of the Licensor; and
- 6.2.4 cancellation, expiry, termination or a breach by the Licensee of any Approvals required to carry out operations of the Outlet at the Location(s).
- 6.3 In case of suspension by the Licensee of the performance of the obligations under this Agreement for a period exceeding thirty (30) days (except during subsistence of an event of Force Majeure), the Licensor shall be entitled to forthwith terminate this Agreement.
- 6.4 In case of breach by the Licensee under Clause 6.2 no cure period shall be available to the Licensee and the Licensor shall be entitled to forthwith terminate this Agreement.
- 6.5 Notwithstanding anything contained in this Agreement, the Licensor shall have a right to terminate this Agreement with immediate effect where:
- (c) the Licensee has become insolvent or is ordered to be wound up whether voluntarily or compulsorily; or
 - (d) an interim resolution professional, resolution professional, provisional liquidator, liquidator, receiver or manager of the Licensee is duly appointed; or
 - (e) the Licensee has entered into any arrangement or composition for the benefit of its creditors; or
 - (f) the Licensee suffers any distress or execution to be levied upon its assets, which has caused any adverse impact to the Licensor; or
 - (g) there is any change in the constitution of the Licensee’s management, including any merger, reconstruction or amalgamation; or
 - (h) the concession agreement executed between the Parties has been terminated.
- 6.6 Notwithstanding anything contained in this Agreement, the Licensor shall be entitled to terminate the License in respect to Location(s) under this Agreement,

without assigning any reason whatsoever, by giving three (3) months prior notice in writing to the Licensee.

6.7 Termination by the Licensee

- (a) The Licensee shall not be entitled to terminate this Agreement within the Lock-in Period. After the expiry of the Lock-in Period, the Licensee may terminate this Agreement by giving the Licensor a prior written notice of six (6) months.
- (b) In the event of termination of this Agreement within the Lock-in Period by the Licensee, the Licensee shall be liable to forthwith pay to the Licensor, the License Fee for the unexpired residue of the Licensee's Lock-in Period. The Licensor shall be entitled to deduct such amount from the security deposit as set out under the concession agreement executed between the Parties, held in full/ part discharge of the same and recover the balance amount, if any, from the Licensee.
- (c) In the event of violation of present Clause 6.77 by the Licensee, it shall not be entitled for refund and/ or adjustment of the License Fee or any other amount paid under this Agreement.

6.8 Consequences of Termination or Expiry of Agreement

- (a) The Licensee shall forthwith pay to the Licensor all unpaid fees, charges and amounts accrued under or pursuant to this Agreement till the Exit Date;

Post Exit Date, if the Licensee fails to vacate and handover the of peaceful and vacant possession back to Licensor, then the Licensee shall be liable to pay License Fee at the rate of two hundred percent (200%) per annum of License Fee.
- (b) The Licensee shall forthwith cease to perform its activities at the Location(s) and shall at its own cost, remove itself and its employees, personnel, servants, contractors, sub-contractors and agents and its/ their equipment, appliances, goods, items or other properties (which includes effects and personal belongings) from the Location(s) within three (3) days of expiry/ termination of the Agreement ('Exit Period') without causing any damage thereto and any disruption to operations at the Airport. Licensee shall restore the Location(s) to the same condition as it was prior to it being licensed to the Licensee and handover of peaceful and vacant possession back to Licensor;
- (c) The Licensee unconditionally and unequivocally agrees that in case of failure of the Licensee to comply with Clause 6.8(c), the Licensor shall be entitled to remove all such goods/ materials at the sole cost & risk of the Licensee and demand payment for cost of removal. If such payment is not made by the Licensee within seven (7) days, the Licensor shall be at a liberty to dispose-off the goods/ materials/ belongings of the Licensee to recover such cost. The Licensee shall not be entitled to raise any objection to the disposing of the goods/ materials/ belongings by the Licensor; and

- (d) The Licensor shall be entitled to use the Location(s) for its own purpose(s) and/ or to allot the Location(s) to third party.
- 6.9 If during the Term the whole or any part of the Airport is destroyed or damaged by flood, lightning, storm, earthquake or any other disabling cause so as to render the Location(s) substantially unfit for use and occupation by the Licensee, and rebuilding or reconstruction of the Airport from its previous form, is impracticable or undesirable in the sole opinion of Licensor, then the Licensor shall be entitled to terminate this Agreement after notice to other Party in writing, without any compensation thereof.
- 6.10 This Agreement and the concession agreement executed between the Parties shall be *co-terminus*.

7. Force Majeure

- 7.1 If either Party is rendered unable, wholly or in part by Force Majeure at any time during the subsistence of this Agreement, to perform its obligation under this Agreement because of natural disaster or Force Majeure affecting the Location(s), then it shall not amount to non-fulfilment of contractual obligation on the part of the said Party. Force Majeure conditions, however, will not be applicable for the obligations relating to due payments by either Party to the other Party.
- 7.2 The term ‘Force Majeure’ as used in the Agreement means any event or circumstance or combination thereof, which satisfies all of the following: (i) materially and adversely affects the performance of an obligation by a Party; (ii) is beyond the reasonable control of the affected Party; (iii) could not have been prevented or overcome by affected Party, through the exercise of reasonable care and skill; and (iv) does not result from the negligence, misconduct, breach or default on part of the affected Party. Force Majeure may include the following provided they satisfy the foregoing conditions: war (whether declared or undeclared), act of sabotage, revolution, act of terrorism, explosions, radioactive or chemical contamination, industry wide strikes or lockouts, fire, floods, earthquake, tidal wave, cyclones, torrential rains, tornado, epidemics, aircraft accidents or breakdowns within the Airport.
- 7.3 Party affected by Force Majeure shall, as soon as possible and not later than seven (7) days of the occurrence of such circumstances, communicate to the other Party about the existence of such circumstances and in the event of termination of these circumstances, information shall similarly be given.
- 7.4 Where however, Force Majeure conditions continue to prevail for more than sixty (60) days either party shall be entitled to terminate this Agreement, upon giving thirty (30) days’ notice to this effect to the other Party.

8. Re-Location

- 8.1 The Licensee agrees and acknowledges that Licensor may require the Licensee to relocate from any of the Location(s) at any time during the Term in case of any security issues, statutory or operational requirements or revamp of the Airport or part thereof, by giving a thirty (30) days’ notice. in writing (“**Relocation Period**”).

- 8.2 On occurrence of such an event:
- 8.2.1. Licensor may at its discretion provide an alternate location to the Licensee and the alternate location may be equal to or less than the area of the original Location(s);
- 8.2.2. If such alternate location is provided by Licensor, the Licensee shall perpetually exit the original Location(s) and cease to use the same, and shall relocate its equipment, furniture, fixtures etc., to the alternate location at the Licensee's cost within the Relocation Period (or such further time as may be agreed to in writing by Licensor). It is clarified that Licensor shall not be liable for any costs as maybe incurred by the Licensee in relation to establishment of the Outlet at such alternate location;
- 8.2.3. all other terms and conditions of this Agreement shall apply in totality to such alternate location as if it were a Location(s) as defined hereunder; and
- 8.2.4. In the event that the Licensee chooses not to relocate the Outlet at the new location provided by Licensor, Licensor shall have the right to terminate the License on the expiry of the Relocation Period and the consequences of termination as set out under Clause 6.8 herein shall follow.

9. No Property Rights

- 9.1 The Licensee acknowledges that it has not been granted juridical possession to the Location(s) and the Licensor continues to retain exclusive and absolute possession and control of the same.
- 9.2 In no event shall the Licensee create or permit creation or subsistence of any sub-license, Encumbrance or title defect over, or otherwise transfer, assign or dispose-off, all or any part of the Location(s), the immovable properties comprised in the Location(s).
- 9.3 The Licensee hereby undertakes and confirms that it is not entitled to protection under any of the provisions of the Bombay Rents, Hotel and Lodging House Rates Control Act, 1947 (as adapted in the state of Gujarat) and agrees and undertakes not to claim any protection under the said act or any amendment thereof and also not to have any claim, right, tenancy, sub-tenancy or any other rights in respect of the Location(s) or any part thereof at any time hereafter notwithstanding any new law, change in law or judgment, decree or order of any court.

10. Compliance with Concession Agreement

- 10.1 The Licensee acknowledges and confirms that it shall be bound by and comply with the provisions of Article 34 and Article 38 of Concession Agreement, extracts of the said Articles are reproduced for ready reference and necessary compliance in **SCHEDULE III** attached herewith.
- 10.2 Parties hereby agree and acknowledge that rights and obligations under this Agreement shall always be read in conjunction with and remain subject to provisions of the Concession Agreement and the MSA.

11. Assignment

- 11.1 The Licensee shall not assign, transfer or novate this Agreement or any of its rights and obligations hereunder.
- 11.2 The Licensor shall be entitled at any time to assign, transfer, encumber or novate this Agreement or any of the rights, obligations and benefits hereunder (including any securities or guarantees provided in favour of the Licensor pursuant to the terms hereof) to any party, including to AAI, lenders of the Licensor, nominees of AAI or the lenders, either by way of a security or otherwise, without the consent of the Licensee. The Licensee shall enter into necessary agreements to give effect to any such assignment, transfer, encumbrance or novation.

12. Indemnity

- 12.1 The Licensee shall indemnify, defend and hold harmless the Licensor and its directors, officials, employees, consultants, agents and representatives, ("**Indemnified Party**"), from and against any and all claims, suits, proceedings, causes of action, losses, costs, damages, expenses (including all legal fees and costs) and liabilities of any nature whatsoever, arising from:
- 12.1.1. any breach, default, contravention, negligence, non-observance or non-performance by the Licensee of any of the terms and conditions and covenants under this Agreement
- 12.1.2. injury (including death) or damage to property caused by, or relating to the strict liability of the Licensee, its employees, personnel, contractors, sub-contractors, agents or servants ("**Indemnifying Party**"); or
- 12.1.3. any damage to the Location(s) or the Airport attributable to the Indemnifying Party or any acts, omissions or defaults by the Indemnifying Party or breach by Indemnifying Party of the provisions of this Agreement or Applicable Laws; or
- 12.1.4. any claim/ demand by a statutory authority in relation to stamp duty, registration fees and other Taxes.

13. Representations and Warranties

Each Party represents and warrants to the other that the following representations and warranties are true, complete and valid:

- (a) it is a company / entity duly incorporated and / or validly existing under the laws of India;
- (b) the Licensee has the financial standing, capacity and technical capability to undertake the License in accordance with the terms of this Agreement;
- (c) it has the necessary power and authority and has taken all actions necessary to validate, execute and deliver this Agreement and to perform its obligations thereunder; and
- (d) its obligations under this Agreement will be legally valid and binding and enforceable against it.

14. Dispute Resolution and Governing Law

- 14.1 Any dispute, controversy or claim (“**Dispute**”) arising out of, relating to, or in connection with this Agreement, termination or validity hereof, shall initially be resolved by amicable negotiations among senior executives of the Parties and, if not resolved through such negotiations within thirty (30) days of written notice of the existence of such Dispute, be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 as amended from time to time and to be administered by the arbitral tribunal by reference to sole arbitrator, to be appointed mutually between the Parties.
- 14.2 The seat and venue of arbitration shall be Ahmedabad, India and it shall be conducted in the English language.
- 14.3 During the arbitration, the Parties shall continue to fulfil their respective obligations under this Agreement except for such obligations, which are the subject matter of the arbitration.
- 14.4 The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the Parties concerned. The award may include an award of costs, including reasonable attorneys' fees and disbursements.
- 14.5 The cost of arbitration shall be borne by the Parties equally.
- 14.6 This Agreement shall be governed by the laws of India. In respect of all matters arising out or relating to this Agreement, the courts at Ahmedabad, India shall have exclusive jurisdiction.

15. Miscellaneous

15.1 Confidentiality

The Licensee shall keep this Agreement and information in relation to this Agreement or information furnished or obtained pursuant to this Agreement strictly confidential and shall not disclose such information without the prior written consent of the Licensor. If the Licensee is required to disclose this Agreement or any information in relation hereto pursuant to Applicable Laws or an order of any judicial or statutory authority, the Licensee shall give the Licensor reasonable prior notice of the circumstances of such requirement prior to disclosing such information and shall co-operate with the Licensor to minimise the extent of disclosure pursuant to such requirement, including in any effort by the Licensor to contest or obtain a protective order against such requirement. The obligations of the Licensee under this Clause shall survive the expiry or termination of this Agreement.

15.2 Suspension of Access Rights

The Licensor shall have the right to suspend the Access Rights to the Location(s) given to the Licensee at any time during the Term for security, safety, statutory or operational requirements or revamp of the Airport or part thereof. In such

eventuality, the Licensee shall not be entitled to claim any loss or damages or compensation of any nature from the Licensor.

15.3 Waiver

Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be considered or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

15.4 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

15.5 Entire Agreement

This Agreement and the schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

15.6 Amendments

No amendment or waiver of any provision of this Agreement nor consent to any deviation by any of the Parties of the terms thereof, shall in any event be effective unless in writing and signed by the Parties hereto.

15.7 Severability

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

15.8 Third Parties

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

15.9 Successors and assigns

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

15.10 Stamp duty and registration

Any stamp duty and registration charges payable in connection with this Agreement shall be solely borne by the Licensee.

15.11 No Implied Rights or Obligations

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

15.12 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and addressed, as more particularly mentioned in **SCHEDULE II**. Any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery, provided that in the case of e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

15.13 Survival

Termination shall:

- (a) not relieve the Licensee or the Licensor, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

All obligations surviving Termination or expiry shall only survive for a period of three (3) years following the date of such Termination except the provisions of indemnity, which shall survive for a period of five (5) years from the date of Termination.

15.14 Counterparts

This Agreement may be executed in two counterparts, each of which, to be retained by either Party, and when executed and delivered, shall constitute an original of this Agreement.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands to this License Agreement through their authorized signatories as of the date first hereinabove written.

<p>Signed and Delivered By, ADANI AIRPORT HOLDINGS LIMITED</p> <p>Signature _____</p> <p>Name _____</p> <p>Designation _____</p>	<p><u>Witnessed by:</u></p> <p>Signature _____</p> <p>Name _____</p>
<p>Signed and Delivered by [●]</p> <p>Signature _____</p> <p>Name _____</p> <p>Designation _____</p>	<p><u>Witnessed by:</u></p> <p>Signature _____</p> <p>Name _____</p>

SCHEDULE I**DETAILS OF LOCATION(S), FIT-OUT PERIOD****Term, AND Lock-in Period**

Location(s)	Area in sqm (approx.)	Unit No.	Fit-out Period	Term (validity up to)	Lock-in Period
Outlet: [●] at Terminal[●]	[●]	[●]	[●] days from the Access Date i.e. up to [DD- MM- YYYY]	[●] Years from Access Date i.e. up to [DD- MM-YYYY]	[●]
Warehouse/ BOH: [●]	[●]	[●]			

Layout

[●]

SCHEDULE II**LICENSE FEE**

Location(s)	License Fee (Rs)*
Outlet: [●] at Terminal[●]	[●]
Warehouse/ BOH: [●]	[●]

* Subject to annual escalation at the rate of [●] % per annum

Details of Current Account of the Licensor -

Name of beneficiary	Adani Airport Holdings Limited
Name of the Bank	
Address of the Bank	
Account No.	
IFSC Code of the branch	

APPLICABLE UTILITIES CHARGES DURING FIT-OUT WORK

Utility	Charges (in Rs.)
Electricity	[●]
Water	[●]
Housekeeping	[●]
Common Area Maintenance Charge	[●]

Notice Details (Refer Clause 15.13)

Licensee	Licensor
Name: [●]	Name: [●]
Designation: [●]	Designation: [●]
Address: [●]	Address: [●]
Email: [●]	Email: [●]

SCHEDULE III
EXTRACT OF CONCESSION AGREEMENT
(refer Clause 10)

“ARTICLE 34. SUSPENSION OF CONCESSIONAIRE’S RIGHTS

34.6 *Suspension upon Concessionaire’s Default*

Upon occurrence of a Concessionaire’s Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to

(a) suspend all rights of the Concessionaire under this Agreement including the Concessionaire’s right to collect any Fee, and other revenues pursuant hereto, and

(b) exercise such rights itself and perform the obligations hereunder or authorise any other person to exercise or perform the same on its behalf during such suspension (“Suspension”). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Concessionaire and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice, provided that upon written request from the Concessionaire and the Lenders’ Representative, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a further period not exceeding 90 (ninety) days.

34.7 *Authority to act on behalf of Concessionaire*

34.7.1 *During the period of Suspension, the Authority shall, on behalf of the Concessionaire, collect all Fee and revenues under and in accordance with this Agreement and deposit the same in the Escrow Account. The Authority shall be entitled to make withdrawals from the Escrow Account for meeting the costs incurred by it for meeting the O&M Expenses and for remedying and rectifying the cause of Suspension, and thereafter for defraying the expenses specified in Clause 29.3.*

34.7.2 *During the period of Suspension hereunder, all rights and liabilities vested in the Concessionaire in accordance with the provisions of this Agreement shall continue to vest in the Concessionaire and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Concessionaire under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the Concessionaire and the Concessionaire undertakes to indemnify the Authority for all costs incurred during such period. The Concessionaire hereby licenses and sub-license respectively, the Authority or any other person authorised by it under this Article 34 to use during Suspension, all Intellectual Property belonging to or licensed to the Concessionaire with respect to the Airport and its operations, management, design, engineering, and development, and which is used or created by the Concessionaire in performing its obligations under the Agreement.*

34.8 Revocation of Suspension

In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding the period set out in Clause 34.1, it shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement. The Parties expressly agree that the Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

34.9 Substitution of Concessionaire

Subject to the Authority exercising its step-in rights as per the provisions mentioned in Clause 38.5, at any time during the period of Suspension, the Lenders' Representative, on behalf of Senior Lenders, shall be entitled to substitute the Concessionaire under and in accordance with the Substitution Agreement, and upon receipt of notice thereunder from the Lenders' Representative, the Authority shall withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of Suspension, and any extension thereof under this Article 34, for enabling the Lenders' Representative to exercise its rights of substitution on behalf of Senior Lenders.

34.10 Termination

34.10.1 At any time during the period of Suspension under this Article 34, the Concessionaire may by notice require the Authority to revoke the Suspension and issue a Termination Notice. Subject to the rights of the Lenders' Representative to undertake substitution in accordance with the provisions of this Agreement and within the period specified in Clause 34.4, the Authority shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article 34 as if it is a Concessionaire's Default under Article 33.

Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder or within the extended period, if any, set forth in Article 34, this Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Concessionaire's Default."

"ARTICLE 38. ASSIGNMENT AND CHARGES

38.6 Restrictions on assignment and charges

38.6.1 Subject to Clause 38.2 and Clause 38.3, this Agreement shall not be assigned by the Concessionaire to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

38.6.2 Subject to the provisions of Clause 38.2 and Clause 25.6, the Concessionaire shall not

create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Concessionaire is a party.

38.7 Permitted Assignment and Charges

The restraints set forth in Clause 38.1 shall not apply to:

- (d) liens arising by operation of Applicable Laws (or by an agreement evidencing the same) in the ordinary course of business of the Airport;*
- (e) hypothecation/pledge of goods/ assets other than Project Assets (except receivables) and their related documents of title, arising or created in the ordinary course of business of the Airport, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Airport. The Senior Lenders would be entitled to create a lien on the Escrow Account, subject to and without prejudice to the rights of the Authority under this Agreement; and*
- (f) assignment of rights, interest and obligations of the Concessionaire to or in favour of the Lenders' Representative as nominee and for the benefit of the Senior Lenders, to the extent covered by and in accordance with the Substitution Agreement as security for financing provided by Senior Lenders under the Financing Agreements.*

38.8 Substitution Agreement

*38.8.1 The Lenders' Representative, on behalf of Senior Lenders, may exercise the right to substitute the Concessionaire pursuant to the agreement for substitution of the Concessionaire ("**Substitution Agreement**"). It is clarified that the Substitution Agreement is to be entered into at such time as may be requested by the Concessionaire, and will be entered into amongst the Concessionaire, the Authority and the Lenders' Representative, on behalf of Senior Lenders, substantially in the form set forth in Schedule P. Provided however that, if the Senior Lenders, acting through the Lenders' Representative, are not able to identify or substitute the Concessionaire with any Nominated Company, in accordance with the terms of the Substitution Agreement, then, the Authority shall have a right to substitute the Concessionaire, in such a manner that the Authority is a Nominated Company for the purposes of the Substitution Agreement, and any reference to the Nominated Company shall mean the Authority and all other terms and conditions of the Substitution Agreement shall be construed accordingly.*

38.8.2 Upon substitution of the Concessionaire under and in accordance with the Substitution Agreement, the Nominated Company substituting the Concessionaire shall be deemed to be the Concessionaire under this Agreement and shall enjoy all rights and be responsible for all obligations of the Concessionaire under this Agreement as if it were the Concessionaire, provided that where the Concessionaire is in breach of this Agreement on the date of such substitution, the Authority shall by notice grant a Cure Period of 120 (one hundred and twenty) days to the Concessionaire for curing such breach.

38.9 Assignment by the Authority

Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 60 (sixty) days' notice to the Concessionaire, assign and/or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Agreement.

38.10 Step-in rights

38.10.1 In the event of an emergency (as communicated by the Authority, in writing, at its sole discretion), the Authority has the right to temporarily assume control of the Airport in place of the Concessionaire, either through itself or any nominated Government Instrumentality. During the period in which the control over the Airport is assumed by the Authority or the nominated Government Instrumentality, the Authority shall be deemed to be the Concessionaire for the purpose of discharging the obligations of the Concessionaire under this Agreement for that limited period. The duties and obligations of the Concessionaire shall be suspended during such period and the Authority or its nominated Government Instrumentality shall operate and maintain the Airport in accordance with the provisions of this Agreement. Provided however, within 7 (seven) days of cessation of the aforesaid emergency and any effect thereof, or such longer time-period as may be reasonable taking into account the nature of emergency, the Authority or its nominated Government Instrumentality, as the case may be, shall hand the Airport (as it stands on that date) back to the Concessionaire, to operate and manage the same in accordance with the terms and conditions set out herein.

38.10.2 Any charges in relation to provision of Aeronautical Services or Non-Aeronautical Services levied and collected by the Authority or its nominated Government Instrumentality during such period, shall be held by it, for and on behalf of the Concessionaire and shall be given to the Concessionaire, subject to the Clause 38.5.3 herein below.

38.10.3 The Concessionaire shall reimburse and indemnify the Authority or its nominated Government Instrumentality, as the case may be, for any and all costs and expenses incurred by it, relatable to operation and maintenance of the Airport, during the period of step-in, which costs and expenses may be set-off by the Authority or its nominated Government Instrumentality from the amounts payable by the Authority to the Concessionaire under Clause 38.5.2 above.

In the event, the period of step-in, exceeds 3 (three) months, the same shall be considered as a Political Event of Force Majeure under Clause 32.4 and shall be dealt with accordingly."

SCHEDULE IV

FIT-OUT GUIDELINES

- A. The Licensee, at its own cost and risk, shall within the Fit-out Period,
- i. undertake and complete the setting-up of the Location(s) in accordance with the Licensor approved designs, and

- ii. commence the commercial operations at the Location(s) and provide the Licensor with a written intimation of the commencement of commercial operations not later than 3 (three) working days from the date of such commencement.
- B. The Licensor does not and shall not have any responsibility and/or obligation as regards the setting-up of the Location(s).
- C. For undertaking the setting-up of the Location(s), the Licensee shall engage such contractor, as having relevant experience in undertaking similar kind of fit-outs.
- D. Notwithstanding the engagement of the contractor, the Licensee shall remain fully responsible for the acts, defaults, omissions and neglects of the contractor and their agents, employees, servants and workmen, as fully as if they were the acts, defaults, omissions and neglects of the Licensee. The Licensee shall further ensure that the contractor complies at all times with the terms and conditions set out in this Agreement as well as Applicable Law.
- E. The Location(s) shall be set-up in accordance with the design that has been approved by the Licensor or an agency appointed by it.
- F. The Parties agree that the approval and/or consent by the Licensor to:
 - i. the terms of any contract, and/or
 - ii. the design lay-out of the Location(s),shall not diminish the Licensee's responsibility and liability under this Agreement, including (but not limited to) the contractor(s) and/or the approved design. Nothing contained in this Agreement shall render the Licensor in any way liable to any contractor and/or for the approved design.
- G. Upon completion of the fit-outs, the Licensee shall commence operations at the Location(s) immediately. It is clarified that fit-outs at the Location(s) shall include (but not limited to) operational Electronic Point of Sales terminal(s).
- H. The Licensee agrees and acknowledges that upon its failure to meet any of its obligations under this **Schedule IV**, the Licensee shall be liable to pay to the Licensor the losses suffered by the Licensor.
- I. Notwithstanding anything in this Agreement, the Licensor (in addition and not in derogation to the exercise of its rights as otherwise) reserves the right to terminate this Agreement if the Licensee has failed to perform its obligations under this **Schedule IV**.
- J. The Licensee shall obtain all relevant Approvals (including without limitation, approvals from BCAS, relevant authority under shop and establishment state act/ rule, and other Approval(s) required under Applicable Laws) for performing its obligations under the Licensee, and submitting proof of the same, to the satisfaction of the Licensor.
- K. The Licensee, its employees, personnel, servants, contractors, sub-contractors and agents, shall be entitled to use all ways, paths and passages as may from time to time be

maintained on the Airport ground, subject to such rules and regulations as may be imposed by the Licensor and Governmental Authorities in relation to the Airport, it being understood that the Licensee shall not have a right to claim any right in respect of and/ or relating to any other part of the Airport or the open space appurtenant to the Airport for any purpose whatsoever except for means of access from the public road along with entrance and passage to and from the Location(s) and any other right that a user of the Location(s) ordinarily has by virtue of using the Location(s).

- L. The Licensee shall not alter or damage the base structure of the Location(s) including the walls, beams, columns and floor or suffer or permit the same to be done, nor interfere or permit any interference to be made with the security or navigation or metrological or fire safety equipment, electrical/ IT/ telecommunication wirings or fittings and, adhere to all Applicable Law and guidelines from time to time..

Annexure 9 : IT SERVICE CHARGES

NIL

Date: 24/04/2025

NOTICE FOR EXTENSION

Subject: Extension of Submission Deadline – Prepaid Taxi Tender

Dear Sir/Madam,

This is to inform all prospective bidders that the submission deadline for the Prepaid Taxi Tender floated by Adani Airport Holdings Limited (“**AAHL**”) is hereby extended.

Revised Schedule:

- Previous Last Date for Submission: [25/04/2025]
- Extended Last Date for Submission: [02/05/2025]

All other terms and conditions of the tender remain unchanged.

For any clarifications, please contact:

**In- Charge of Ground Transport Business (GTB),
Chaudhary Charan Singh International Airport,
Terminal 2, Lucknow – 226 009, India**
Email: gtb.lko@adani.com

Thank you for your continued interest.

Adani Airport Holdings Limited (“**AAHL**”)