



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

No. AAI/KID/DIAPL/2006

26th April, 2006

The Managing Director,
Delhi International Airport Private Limited,
4th Floor, Birla Tower,
25, Barakhamba Road,
New Delhi

Sub: Forwarding of Lease Deed and CNS/ATM Agreement.

Sir,

Please find enclosed herewith original Lease Deed and CNS/ATM Agreement executed between the Airports Authority of India and Delhi International Airport Private Limited on 25th April, 2006 for favour of information and record please.

Kindly acknowledge receipt of the same.

(V.K. KALRA)
EXECUTIVE DIRECTOR (KID)

Encl : 1. Lease Deed (Original copy)
2. CNS/ATM Agreement (Original copy)

Agreement for the Provision of CNS/ATM Facilities and Services

between

AIRPORTS AUTHORITY OF INDIA

and

Delhi International Airport Private Limited

for

NEW DELHI

25th April, 2006



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Handwritten signatures and initials in black ink, including a large scribble, the letter 'W', and a stylized 'B'.

भारतीय गैर न्यायिक

पचास
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रु. 50



FIFTY
RUPEES

Rs. 50

INDIA NON JUDICIAL

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C 020439

CNS/ATM FACILITIES AND SERVICES AGREEMENT

This CNS/ATM Facilities And Services Agreement (this "Agreement") is made on this 25th day of April, 2006

BY AND BETWEEN:

1. The **Airports Authority of India**, an authority constituted under the Airports Authority of India Act, 1994, having its principal office at Rajiv Gandhi Bhavan, New Delhi acting through its Chairman (hereinafter referred to as the "AAI", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the FIRST PART; and
2. **Delhi International Airport Private Limited** a company incorporated under the Companies Act, 1956 having its registered office at 4th Floor, Birla Tower, 25, Barakhamba Road, New Delhi - 110 001 (hereinafter referred to as the "JVC", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the SECOND PART.

AAI and JVC are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS

- (A) JVC has entered into an Operation, Management and Development Agreement dated 04.04.2006 (the "OMDA") pursuant to which it is responsible for the development, operation, management, up gradation, modernisation and maintenance of the Airport.



दिल्ली DELHI

C 020440

- (B) Pursuant to the Airports Authority of India Act, 1994 (the "Act") the AAI is responsible for the provision of air traffic services within Indian airspace and at all civil airports in India.
- (C) In accordance with the above Act, AAI will provide air traffic services at the Airport on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement and other consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement unless the context otherwise requires:

"AAI Equipment" means all equipment, other than the JVC Equipment, required by AAI to enable AAI to perform the AAI Services;

"AAI Services" means the services to be provided by AAI in accordance with Clause 3.1;

"Affiliate" with respect to a specified Person, means any other Person directly or indirectly controlling, controlled by or under common control with such specified Person; 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 a Person, whether through the ownership of voting securities, by contract or otherwise, or the power to elect or appoint at least 50% of the directors, managers, partners or other individuals exercising similar authority with respect to such Person;

"**Airfield Lighting System**" means the lighting systems at the Airport (including those in respect of the runway, taxiway, apron and approach) required for the aircraft operations and aerodrome category in accordance with the provisions contained in the relevant ICAO Annexes and Documents;

"**Airport**" means the Indira Gandhi International Airport;

"**Airport Site**" has the meaning assigned thereto in the OMDA;

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

"**CNS/ATM Services**" means Communication, Navigation and Surveillance and Air Traffic Management Services as more particularly described in Schedule 2;

"**DGCA**" means the Director General of Civil Aviation, Government of India;

"**Effective Date**" shall have the meaning given to it in Clause 2.1;

"**Facility**" means the air traffic services complex at the Airport, which includes a control tower, technical block and office accommodation for AAI personnel with provision for air-conditioning, continuous supply of electricity and water and house-keeping;

"**GOI**" means the Government of India and any agency, authority (including any regulatory authority), department, inspectorate, ministry or statutory person (whether autonomous or not) under the control and direction of GOI;

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

"**ICAO Annexes and Documents**" means ICAO Annexes and Documents, as amended from time to time;

"**Incident Reporting Procedure**" means the procedure to be agreed from time to time by AAI and JVC for reporting incidents and emergencies;

"**JVC Equipment**" means the items set out in Schedule 1;

"**JVC Obligations**" means those obligations to be met by JVC in accordance with Clause 3.3;

"Loss" means any losses, liabilities, costs, expenses, claims, proceedings, actions, demands, obligations, deficiencies, lawsuits, judgments, injunctions, awards or damages;

"Meteorological Facilities"

Meteorological Facilities include the various meteorological equipment and systems, meteorological data pertaining to various stages of flight such as pre-flight planning, take-off, climb-out, level-cruise, descent and landing. It also includes charts, documentation, forecasts, broadcasts, and briefings.

"OMDA" has the meaning assigned thereto in the Recitals hereof;

"Operating Reporting Procedure" means the procedure to be agreed from time to time by AAI and JVC for the communication of information regarding the day-to-day discharge of provision relating to the AAI Services and the JVC Obligations;

"Person" shall mean any individual, corporation, company, partnership, limited liability company, joint venture, association or trust or any other entity or organization;

"Personnel" means AAI personnel performing the CNS/ATM Services;

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

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

"Terminal Navigational Landing Charges" means amounts charged or to be charged by AAI to airlines or aircraft operators for the provision of terminal navigational landing services.

1.2 **Interpretation**

In this Agreement, unless the context otherwise requires:

- (i) A reference to the singular shall include a reference to the plural and vice-versa; and a reference to any gender shall include a reference to the other gender.
- (ii) A reference to any Article, Clause, Appendix, Schedule, Attachment or Annex shall be to an Article, Clause, Appendix, Schedule, Attachment or Annex of this Agreement.

- (iii) The Appendices, Schedules, Attachments and Annexes form an integral part of this Agreement. In the event of any conflict between any provision of the Articles and any provision of the Appendices, Schedules, Attachments or Annexes, the provision of the Articles shall prevail.
- (iv) Reference to any law or regulation having the force of law includes a reference to that law or regulation as from time to time amended, modified, supplemented extended or re-enacted.
- (v) Any reference to time shall, except where the context otherwise requires, be construed as a reference to the time in India. Any reference to the calendar shall be construed as reference to the Gregorian calendar.
- (vi) The headings of the Articles, Clauses, Appendices, Schedules, Attachments and Annexes in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
- (vii) The words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases.
- (viii) Unless the context otherwise requires, any period of time referred to shall be deemed to expire at the end of the last date of such period.
- (ix) If any provision in Article 1 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement;
- (x) The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply;
- (xi) All references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, modified, substituted, novated or assigned from time to time.

2. CONDITIONS PRECEDENT

2.1 Conditions Precedent to Services

The provisions of this Agreement (other than those contained in Clauses 1, 2, 8 to 14 inclusive which shall be binding on the Parties as from the date of this Agreement) shall take effect and become binding on the Parties from the date (the "Effective Date") on which the conditions precedent to the OMDA shall have been satisfied in full or waived according to the terms thereof.



2.2 Non-fulfilment of Conditions Precedent

This Agreement shall terminate immediately in case the OMDA is terminated for non-fulfilment of the conditions precedent thereto without any liability on either Party.

3. SCOPE OF SERVICES

3.1 AAI Services

AAI shall at all times (including twenty-four hours each day), during the term hereof, in accordance with the relevant standards prescribed in the relevant ICAO Annexes and Documents and at its own cost:

- (i) Provide the CNS/ATM Services;
- (ii) Maintain the AAI Equipment including carrying out periodic flight calibration of the AAI Equipment and other tests;
- (iii) Upgrade the AAI Equipment from time to time (a) as a minimum to comply with the relevant provisions contained in the relevant ICAO Annexes and Documents; and (b) as a result of the expansion/ up gradation of the Airport;
- (iv) Purchase at its own cost such equipment as may be required from time to time to enable AAI to provide the CNS/ATM Services at the Airport in accordance with the standards prescribed by ICAO Annexes and also in accordance with the standards to be maintained by the AAI under this Agreement;
- (v) Procure meteorological facilities and services for provision of CNS/ATM services at the Airport in accordance with the practices established or recommended from time to time pursuant to the Chicago Convention and on the same terms as AAI provides such services at all other AAI Airports till such time that GOI decides to nominate some other agency in place of AAI; and.
- (vi) Relocate AAI Equipment for its operative convenience provided such relocation does not affect the JVC obligations under the OMDA and / or smooth operation of the Airport.

3.2 ATM, En-route and other Services

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



3.3 **JVC Obligations:** During the term hereof, JVC shall, in addition to the requirements set forth in the OMDA:

3.3.1 Ensure that the runway, taxiway, apron and approach have been constructed and are maintained in accordance with the relevant provisions contained in the relevant ICAO Annexes and Documents as appropriate for aircraft operation at the Airport and are available for aircraft operation;

3.3.2 Ensure that the strips, shoulders, stop way and RESA for runway and strips and shoulders for taxiways and isolation bays etc. are constructed and maintained in accordance with the relevant provisions contained in the relevant ICAO Annexes and Documents as appropriate for aircraft operation;

3.3.3 Ensure that the obstacle limitation surfaces of the Airport and approach and take-off area shall be maintained free from obstructions or the obstructions shall be limited to the permissible limits in accordance with the relevant provisions contained in the relevant ICAO Annexes and Documents;

3.3.4 Ensure that the appropriate category of rescue and fire fighting services shall be made available and maintained in accordance with the relevant provisions contained in the relevant ICAO Annexes and Documents;

3.3.5 Ensure that the sensitive and critical areas, as identified by AAI, for the various CNS/ATM equipment/facilities shall be maintained free of any obstructions and no obstruction shall be allowed in these zones, which may hamper the functioning of these equipments/facilities and endanger the safety of aircraft operations.

3.3.6 Ensure that appropriate arrangements are in place at the Airport to prevent bird/animal nuisance in and around the operational area.

3.3.7 Ensure that suitable contingency arrangements are in place at the Airport to deal with the following events:

- (i) removal of disabled aircraft from the runway;
- (ii) bomb threat to aircraft or the Airport;
- (iii) aircraft accidents in and around the vicinity of the Airport;
- (iv) non-scheduled aircraft forced to land at the Airport;
- (v) fires at the Airport;
- (vi) natural calamities and disasters;
- (vii) strikes at the Airport;
- (viii) unlawful interference with civil aviation.

3.3.8 Ensure that emergency alarm bells have been installed to link the Facility to the emergency services (fire, medical and police) and to the Airport manager;

3.3.9 Provide AAI with such access to the Airport for its Personnel, vehicles and agents as AAI reasonably requires for the performance of the AAI Services;



- 3.3.10 On request from AAI, provide continuous supply of electric power and water sufficient to enable AAI to perform AAI Services. In such an event, AAI shall reimburse the JVC the cost of electricity and water to the extent consumed by AAI.
- 3.3.11 To the extent that AAI determines that, as a result of the expansion of the Airport, additional standby supplies of electrical power are required at the Airport, AAI shall notify JVC of its additional requirements and the Parties shall meet to discuss and seek to reach agreement regarding the additional standby supply required by AAI;
- 3.3.12 Provide AAI and/or its Personnel with such information as they reasonably require for the performance of the AAI Services;
- 3.3.13 Make office accommodation and the facility available at all times to AAI Personnel and agents of AAI deployed at the Airport for the provision of the AAI Services wherever and whenever required, at terms and conditions applicable to GOI agencies from time to time;
- 3.3.14 At its cost, maintain the Airfield Lighting System, the main and standby power supply systems in accordance with the relevant standards prescribed in the relevant ICAO Annexes and Documents;
- 3.3.15 Ensure that its employees and agents report, in accordance with the Operating Reporting Procedure, any failure or defects in the Airfield Lighting System and the non-availability of any JVC Equipment to AAI as soon as they become aware of such failure or defect;
- 3.3.16 Notify AAI of any proposed closure or withdrawal of any infrastructure or facilities provided by JVC, except in an emergency, as per Operating Reporting Procedure as mutually agreed between the Parties in writing;
- 3.3.17 On the instruction of AAI, remove, at JVC's cost, any obstructions from the runway or the movement areas and ensure that its employees and agents notify AAI, in accordance with the Operating Reporting Procedure or Incident Reporting Procedure, as the case may be, on becoming aware of any such obstruction;
- 3.3.18 At its cost, relocate AAI Equipment for the reasons of any alteration or modification at the Airport;
- 3.3.19 In case the JVC requires AAI to upgrade the AAI Equipment over and above the requirements set forth in ICAO Annexes and Documents, then the cost of such incremental up gradation of AAI Equipment shall be borne by the JVC.
- 3.3.20 The JVC shall at all times maintain and upgrade the JVC Equipment in accordance with ICAO Annexes and Documents.

4. REVENUES AND CHARGES

4.1 Route Navigation Facilities Charges

AAI shall, in consideration of it performing the relevant services, be entitled to recover the Route Navigation Facilities Charges directly from airlines.

4.2 Terminal Navigational Landing Charges

Terminal Navigational Landing Charges payable by airlines shall be paid directly by the airlines to AAI.

4.3 Collection

- 4.3.1 The Route Navigation Facilities Charges shall be collected directly by AAI from the airlines. In the event of failure by any airline to pay the Route Navigation Facilities Charge, AAI shall be entitled to suspend provision of services to such airline and take such steps as it deems fit to recover its Route Navigation Facilities Charges.
- 4.3.2 The Terminal Navigational Landing Charges shall be collected by AAI from the airlines. In the event of failure by any airline to pay the Terminal Navigational Landing Charges to AAI, AAI shall be entitled to suspended provision of such services to such airline and take such steps as it deems fit to recover its Terminal Navigational Landing Charges.

5. STANDARDS OF SERVICES AND FAILURE TO PERFORM

5.1 Standards of Services

- 5.1.1 AAI shall at all times provide the AAI Services in accordance with the relevant standards prescribed in the relevant ICAO Annexes and Documents and shall not require JVC to incur any expense in relation to the provision of AAI Services or AAI Equipment.
- 5.1.2 AAI shall at all times provide such standard of services so as to ensure that the runway movements per hour will be within the range being achieved at five highest traffic airports (Jet Aircraft Movements) in Asia Pacific Region under similar runway configurations and meteorological conditions.

5.2 Indemnity

The JVC shall indemnify, defend and hold harmless the AAI and its contractors, principals and agents, from and against any and all payments equal to the loss, cost, expense, liability or damage asserted against, imposed upon or incurred by the AAI and its contractors, principals and agents by reason of failure or delay or resulting from claims of third parties arising directly or indirectly, in whole or in part out of the performance (whether by act or omission) of the JVC obligations (the occurrence of an event of a Force Majeure being exempted), including claims for injury towards death of persons or for Loss or claims for Loss of damage to property. The JVC shall further indemnify, defend and hold harmless the AAI and its contractors, principals and agents, from and against any and all payments equal to the loss, cost, expense, liability or damage asserted against, imposed upon or incurred by the AAI and its contractors, principals and agents pursuant to the provision of AAI Services, except in the event such loss, cost, expense, liability or damage is as a result of gross negligence or wilful

default on the part of AAI, its contractors, principals or agents.

5.3 Liability

The Parties intend that the rights, obligations and liabilities contained in this Agreement shall be an exhaustive description of the rights, obligations and liabilities of the parties arising out of or in connection with this Agreement. Accordingly, the remedies expressly stated in this Agreement and any document entered into pursuant to it shall be the sole and exclusive remedies of the Parties for liabilities to one another arising out of or in connection with this Agreement, including any representation, warranty or undertaking given in connection with it, notwithstanding any remedy otherwise available at law or in equity. The liability of AAI with regard to the provision of AAI Services shall be limited to Terminal Navigational Landing Charges corresponding to the duration of outage of time and/or degradation from the quality as prescribed by the ICAO standards.

6. FORCE MAJEURE

6.1 The JVC, or AAI, as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is directly made impossible by an event of Force Majeure (a "Force Majeure") for the period during which such event of Force Majeure subsists.

6.2 In this Agreement, "Force Majeure" shall mean:-

1. war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting the India;
2. revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India;
3. nuclear explosion, radioactive or chemical contamination or ionizing radiation, unless the source or cause of the explosion, contamination, radiation or hazardous thing is brought to or near the Airport by the JVC or any Affiliate of the JVC or any contractor or sub-contractor of the JVC or any such Affiliate or any of their respective employees, servants or agents;
4. strikes, work to rule, go-slows and/or lockouts which are in each case widespread, nationwide or political;
5. any effect of the natural elements, including lightning, fire, earthquake, tidal wave, flood, storm, cyclone, typhoon or tornado;
6. explosion (other than a nuclear explosion or an explosion resulting from an act of war);
7. epidemic or plague;
8. Aircraft accident or breakdown; or

9. any event or circumstances of a nature analogous to any events set forth in paragraphs 1-8 of this Clause 6.2 above.

6.3 Procedure for Force Majeure

- (a) If a Party claims relief on account of a Force Majeure event, then the Party claiming to be affected by the Force Majeure event shall, immediately on becoming aware of the Force Majeure event, give notice of and describe in detail: (i) the Force Majeure event(s) that has occurred; (ii) the obligation(s) that have become impossible to perform; (iii) the dates of commencement and estimated cessation of such event of Force Majeure and (iv) the manner in which the Force Majeure event(s) effect the Party's obligation(s) under this Agreement. No Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.
- (b) The affected Party shall have the right to suspend the performance of the specific obligation that is directly made impossible, upon delivery of the notice of the occurrence of a Force Majeure event in accordance with sub-clause (a) above.
- (c) The Party receiving the claim for relief under Force Majeure shall, if it wishes to dispute the claim, give a written notice of dispute to the Party making the claim within 10 days of receiving the notice of claim. If the notice of claim is not contested within 10 days as stated above, all the Parties to this Agreement shall be deemed to have accepted the validity of the claim. If any Party disputes a claim, the Parties shall follow the procedures set forth in Section 9 below.

7. TERM

The Term of this Agreement shall be co-terminus with the OMDA.

8. ASSIGNMENT

- (i) By JVC

The JVC shall not without the prior written consent of the AAI assign, transfer, mortgage, charge, sub-let, deal with, sub-contract, sub-license or otherwise grant rights in or over all or any of the rights, or all or any of its obligations or liabilities under this Agreement.

- (ii) By AAI

Without thereby implying any restriction on the AAI otherwise assigning, transferring, dealing with or granting rights in or over all or any of its rights or obligations under this Agreement, it is expressly recognized that, without requiring the consent of the JVC:

- a) the AAI may assign the benefit of or create any other encumbrance upon all or any of its rights hereunder; and
- b) the AAI may assign and transfer all or any of its rights and obligations under this Agreement subject to the AAI guaranteeing to procure full and complete observance and performance of all such obligations by the assignee. Provided however that AAI may assign this Agreement to a successor entity or any statutory or other authority created for carrying out services analogous to the AAI Services without furnishing any guarantee.

9. DISPUTE RESOLUTION

9.1 Amicable Settlement

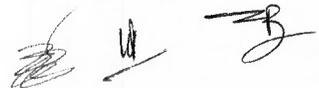
The Parties shall use their respective reasonable endeavours to settle any Dispute amicably. If a Dispute is not resolved within sixty (60) days after written notice of a Dispute by one Party to the other Party then the provisions of Clause 9.2 shall apply.

9.2 Arbitration

- (i) All Disputes arising under this Agreement, that remain unresolved pursuant to this Clause 9.1, shall be referred to arbitration under the (Indian) Arbitration and Conciliation Act, 1996, to a sole arbitrator, who shall be mutually agreed by both Parties. In the event the Parties cannot, or, for whatsoever reasons, are not able to, agree on the sole arbitrator, within thirty (30) days of the Dispute being referred to arbitration, the Dispute shall be referred to a tribunal comprising three (3) arbitrators. Each Party to the arbitration shall appoint one arbitrator and the two arbitrators thus appointed should choose the third arbitrator who will act as a presiding arbitrator of the tribunal (together forming the "Arbitral Tribunal").
- (ii) The decision(s) of the Arbitral Tribunal shall be final and binding on the Parties.
- (iii) The venue of arbitration shall be New Delhi.
- (iv) This Clause 9.2 shall survive the termination or expiry of this Agreement.
- (v) The governing law of the arbitration shall be the laws of India.

10. NOTICES

10.1 Communications in writing



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

10.2 Addresses

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

JVC:

Delhi International Airport Pvt. Ltd.
4th Floor, Birla Tower,
25, Barakhamba Road
New Delhi – 110 001

Attention: Mr. Srinivas Bommidala
Fax No: +91-11-23766352

AAI:

Airports Authority of India,
Rajiv Gandhi Bhawan,
New Delhi 110 003.

Attention: Chairman
Fax No: +91-11-24641088

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

11. DEEMED DELIVERY

Subject as otherwise provided in this Agreement, any communication under or pursuant to this Agreement shall be deemed to be received by the recipient (if sent by fax) on the next working day in the place to which it is sent or (in any other case) when left at the address required by Clause 10.2 or within 10 such working days after being sent by registered post (by airmail if to another country) postage prepaid and addressed to that address. For these purposes, working days are days other than Saturdays, Sundays and gazetted holidays.

12. CO-ORDINATION COMMITTEE

12.1 In order to ensure smooth and efficient rendering of AAI Services, the Parties hereby undertake and agree to set up a co-ordination committee (the "**Co-ordination Committee**") consisting of (i) the JVC Representative; (ii) the AAI Representative; and (iii) the Representative of other agencies, as required from time to time.

12.2 The Co-ordination Committee shall, unless otherwise agreed by the Parties to hold the meeting at a later date, meet at least once every month at the Airport

12.3 Severability

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

12.4 Entire Agreement

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

12.5 Amendment

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

12.6 Additional Documents and Actions

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

12.7 Interest for Late Payment

Any amount properly due to a Party pursuant to this Agreement and remaining unpaid after the date when payment was due shall bear interest (both before and after judgment), such interest to accrue from day to day from the date such payment was due until such amount is paid in full at a rate of State Bank of India Prime Lending Rate plus 300 bps.

12.8 No Third Party Beneficiary

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

12.9 Counterparts

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

12.10 Time is of the Essence

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

12.11 Computation of Time

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

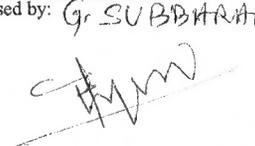
13. GOVERNING LANGUAGE

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

14. GOVERNING LAW

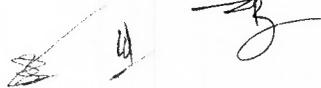
This Agreement shall be governed by and construed in accordance with the laws of India.

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

| | |
|---|--|
| <p>For and on behalf of Airports Authority of India:</p> <p>Signed by </p> <p>Signed by </p> | <p>Witnessed by:</p> <p> V. K. KALRA ED (KID) AAI R.G. Bhawan New Delhi 110003.</p> |
| <p>For and on behalf of Delhi International Airport Private Limited:</p> <p>Signed by </p> | <p>Witnessed by:  G. SUBBARAO</p> |

SCHEDULE 1
JVC EQUIPMENTS

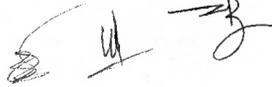
1. Runway
2. Runway lighting and marking
3. Taxiway
4. Taxiway lighting and marking
5. Signage
6. Apron
7. Apron lighting and marking
8. PAPI and approach lighting
9. Acrodrome beacon (on the tower)
10. Landing day and night marking
11. Wind Sock and Signal square
12. Isolation bay
13. Secondary power supply
14. Hot lines between ATC and airport fire brigade
15. Crash bell, cabling and siren
16. Control panel and monitoring system for airfield lighting
17. Upgrade visual aids (future)
18. Upgrade and provide any and all visual aid system (or any substitute system), in compliance with ICAO Annexes and Documents.

The block contains three handwritten marks. On the left is a scribbled-out signature. In the middle is a vertical signature. On the right is a large, stylized signature.

SCHEDULE 2
CNS/ATM Services

AAI shall provide and coordinate the following services ("CNS/ATM Services") at the Airport as appropriate to the airspace configuration within the lateral and vertical limits of such air space:

- (i) Aerodrome Control Service including surface movement control or ground control excluding Apron control;
- (ii) Approach Control/Approach Radar Control Service;
- (iii) Area Control/Area Radar Control Service (if planned); and
- (iv) Associated services such as aeronautical Information Service, Flight Information Service, Advisory Service, Alerting Service and Search & Rescue Coordination Services as appropriate, all in accordance with the provisions contained in the relevant ICAO Annexes and Documents and as required for the proposed aircraft operations.

Handwritten signatures and initials in black ink, including a stylized signature on the left, the letter 'W' in the middle, and another signature on the right.