



Airports Economic Regulatory Authority of India

TO CONSIDER THE MULTI YEAR TARIFF PROPOSAL AND ANNUAL TARIFF PROPOSAL (FY. 2016-17 TO FY. 2020-21) FOR THE SECOND CONTROL PERIOD IN RESPECT OF M/s INDIAN OIL SKYTANKING PRIVATE LIMITED (IOSL) FOR PROVIDING INTO PLANE SERVICES AT IGI AIRPORT, NEW DELHI.

New Delhi: 27th April, 2017

**AERA Building
NACIL Administrative Complex
Safdarjung Airport
New Delhi-110003**

		(iii)The base rates for IOSL and BSSDPL for ITP services at IGI Airport are similar. (Annexure-III)	
8	Comparative of Annual Compliance Statement for the first control period.	As per the ACS for the first control period: (i) Revenues have grown by 34% from Rs.18.17 Cr. in FY.2011-12 to Rs. 24.48 Cr. in FY. 2015-16. (ii) The operating profit has gone up by 24% from Rs. 10.69 Cr. in FY.2011-12 to Rs. 13.29 Cr. in FY. 2015-16. (iii) The fuel off take has gone up by 11% from 1160693KL in FY.2011-12 to 12868620KL in FY. 2015-16. (iv) The profit margin on revenue was 59% in FY.2011-12 and 54% in FY. 2015-16. (Annexure-IV)	
9	Audited Balance Sheet for the FY.2015-16	Audited consolidated B/sheet and P&L Account has been provided by IOSL. The Reserve and Surplus shows an increase of 12.7% and PAT for the company as a whole has increased by 19% in the FY.2015-16. (Annexure-V)	
10	Whether copy of User Agreements/Concession Agreement provided by the IOSL.	Yes, copy of User Agreements and Concession Agreement has been provided by IOSL. (Annexure-VI)	
11	Evidence of Stakeholder Consultation done by IOSL with reference to their proposed MYTP-ATP submitted to AERA.	1. List of stakeholders	IOSL has not provided any evidence of stakeholder consultation meeting.
		2. Meeting Notice	
		3. Minutes of the meeting with the attendance sheet of the participants.	
		4. Comments of the Stakeholders	
		5. Redressal of stakeholder's concerns, if any.	
12	(i) Date Commencement of Operations.	27 th July, 2010	
	(ii) Concession Period	10 years (ending on 27 th July, 2020)	
	(iii) Concession fee payable to the Airport Operator.	Concession fee is payable to the Airport Operator, DIAL @ 5% of the monthly Gross Revenue. (Annexure-VII)	
13	Examination of the proposal as per the “Light Touch” approach parameters provided in the CGF guidelines,2011.	Parameter	Status
		1. MaterialityIndex (MI)	The MI for ITP services at Delhi Airport is 30.60% which is more than the threshold limit of 5%. Hence, the ITP service is ‘ material ’.
		2. Competition	M/s Bharat Star Services (Delhi) Pvt. Ltd. is also providing similar services at Delhi Airport.

		3. Reasonableness of user agreements.	IOSL has provided copy of user agreements with oil companies and concession agreement entered into with DIAL.
14	Remarks :	CEO, IOSL informed in a meeting that as oil companies are their users, IOSL has entered into user agreements with all the oil companies. Further, the increase in tariff is as per provisions of the Concession Agreement. Hence, there is no requirement for organizing a stakeholder consultation meeting for their proposal.	

2 **Principles for Determination of Aeronautical Tariff**

2.1 As per clause 3 of the CGF Guidelines, the Authority assesses the following three parameters:

- (i) 'Materiality' as per Clause 4;
- (ii) 'Competition' as per Clause 5; and
- (iii) Reasonability of User Agreement(s) as per Clause 6.

2.2 The materiality index for service provided for supplying fuel to the aircraft at a major airport A shall be defined as:

Materiality Index (MIF) is:

$$\frac{\text{Actual Fuel Off take(in KLS) at major airport A}}{\text{Total Fuel Throughput (in KLS) at Major Airports}} \times 100$$

Where the MIF as calculated above is 5% or more the service is deemed 'material'.

2.3 As per clause 5.1 of the guideline *"where regulated service is being provided at a major airport by two or more service provider(s), it shall be deemed 'competitive' at that airport. If a regulated service is provided by less than two service provider(s) it shall be deemed not competitive."*

2.4 As per Clause 6 of Guidelines, the Authority shall consider the existing User Agreement(s) as reasonable provided that:

(i) *"The Service Provider submits existing User Agreement(s) between the Service Provider and all the User(s) of the Regulated Service(s), clearly indicating the tariff(s) that are agreed to between the Service Provider and the User(s) of the Regulated Service(s) and*

(ii) *The User(s) of the Regulated Service(s) have not raised any reasonable objections or concerns in regard to the existing User Agreement(s) which have not been appropriately addressed"*.

2.5 As per Clause 3.2 (i) of the Guidelines, wherever the regulated service provided is 'material but competitive', the Authority shall determine Tariff(s) for service Provider (s) based on a 'light touch approach'. The Authority reserves the right to review materiality assessments, competition assessments and the reasonableness of the User Agreements within the Control period and issue

such direction or make such orders as it may consider necessary.

- 2.6 In terms of Clause 7.3 & 7.4 of the Guidelines, the Authority shall upon due consideration of the MYTP and stakeholder consultations thereon make a MYTO for a Control Period. As per Clause 11.2, the ATP is required to be submitted in the manner and form provided in AI. 8.1 of Appendix I and should be supported by the following documents:
- 2.6.1 Form B and Form 14(b)
 - 2.6.2 Details of consultation with stakeholders
 - 2.6.3 Evidence of User Agreements clearly indicating the Tariff proposed by the Service Provider.

3 Examination

- 3.1 The service rendered by IOSL for providing ITP services at IGI Airport, New Delhi is an “aeronautical service” in terms of section 2(a) of the Airports Economics Regulatory Authority of India Act, 2008 (Act) whereas under section 13 (1)(a) of the Act, the Authority is required to determine tariff for aeronautical services.
- 3.2 The Materiality Index (MI) for ‘supply of fuel’ services at IGI Airport, New Delhi is 30.60 % based on the fuel throughput statistics for the FY. 2014-15 and hence, is deemed as ‘material’.
- 3.3 As M/s Bharat Star Services (Delhi) Private Limited (BSSDPL) is also providing ITP services at IGI Airport, New Delhi, the ITP services are deemed as ‘Competitive’.
- 3.4 The Authority determined tariff for IOSL at IGI airport under “Light Touch Approach” during the first control period as the service was ‘material but competitive’. The tariff was increased @ 5% in every tariff year during the first control period. On the same grounds, for the 2nd Control Period also, Authority proposes to adopt a “Light Touch Approach” for determination of tariffs. In the second control period for tariff years 2016-17 to 2020-21 IOSL has proposed escalation of tariff @ 5% every year.
- 3.5 The ACS for the first control period submitted by IOSL shows growth in Revenues, Operating Profits etc. as brought out in para 8 of the table.
- 3.6 IOSL in their Annual Tariff Proposal have submitted Form-B, Form 14(b) and copy of valid user agreements. However, proof of stakeholder consultation meeting has not been attached with the submission.
- 3.7 IOSL in form F9 has provided the capex projections for the 2nd control period under the heads-Plant & Machinery, Computers, Office Equipment and Vehicles. However, a detailed write up on the proposed capex has not been submitted by IOSL.

4 Proposal

The Authority, after careful consideration of the MYTP and ATP for FY. 2016-17 to FY.2020-21 makes the following proposal for stakeholder consultation:

- 4.1 The Into Plane Service being provided by M/s Indian Oil Skytanking Private Limited (IOSL) at IGI Airport, New Delhi is “Material but Competitive”.

Therefore the Authority proposes to adopt 'Light Touch Approach' for determination of tariffs for the 2nd control period w.e.f. 01.04.2016 to 31.03.2021.

- 4.2 On the basis WPI index, consider the 5% annual escalation in the "ITP Service Fee" sought by IOSL and decide the Annual Tariff Proposal for the tariff years T1 (FY.2016-17) & T2 (FY.2017-18) as per the tariff card placed at **Annexure-VIII**.
- 4.3 The Authority will review the financial performance and other parameters before determining the tariffs for the remaining period of the 2nd Control Period i.e FY.2018-19 to FY. 2020-21.
- 5.0 In accordance with the provisions of Section 13(4) of the AERA Act, the proposal contained in para 4 above is hereby put forth for stakeholder consultation. To assist the stakeholders in making their submissions in a meaningful and constructive manner, necessary documents are enclosed as annexures to the consultation paper. For removal of doubts, it is clarified that the contents of this Consultation Paper may not be construed as any Order or Direction of this Authority. The Authority shall pass an Order, in the matter, only after considering the submissions of the stakeholders in response hereto and by making such decision fully documented and explained in terms of the provisions of the Act.

The Authority welcomes written evidence-based feedback, comments and suggestions from stakeholders on the proposal made in para 4 above, latest by **Monday, the 15th May, 2017** at the following address:

**Secretary,
Airports Economic Regulatory Authority of India,
AERA Building,
Administrative Complex,
Safdarjung Airport,
New Delhi- 110003**

Email: puja.jindal@nic.in

Tel: 011-24695042

Fax: 011-24695039

**S. Machendranathan
Chairperson**

Ref : AV/AERA/DLI - ITP /MYTP 2016-17 to 2020-21
Date : 08th March 2016

To,
The Secretary
Airports Economic Regulatory Authority of India
AERA Building, Administrative Complex
Safdarjung Airport, NEW DELHI – 110 003.

Dear Sir,

Subject: Submission of Multi Year Tariff Proposal for Second Control Period 2016-17 to 2020-21 for determination of Tariff for "Into Plane Service Fee" for Into Plane Services provided by M/s IndianOil Skytanking Pvt. Ltd. (IOSPL) at Indira Gandhi International Airport (IGIA), New Delhi

1. IOSPL had submitted Multi Year Tariff Proposal (MYTP) for the first control period for Into Plane Services provided at Indira Gandhi International Airport (IGIA), New Delhi vide application dated 10.03.2011.
2. Based on the above, AERA passed an Order No.1/2011-12 dated 26th May 2011 issued on 30th May 2011 determining the tariff for the period 2011-12 & 2012-13. Thereafter, AERA had passed Order No.3/2013-14 dated 4th April 2013 issued on 16th April 2013 for the 3rd, 4th & 5th years ie. 2013-14, 2014-15 & 2015-16.
3. In the aforesaid Orders, the Authority decided to adopt "Light Touch Approach" for determination of tariff for the first control period in respect of Into Plane Services being provided by M/s IndianOil Skytanking Pvt. Ltd.(IOSPL) at Indira Gandhi International Airport (IGIA), New Delhi in view of the services being "material and competitive" and based on the reasonableness of the user agreements entered into with the users.
4. With the second control period to commence shortly, the data for submission has been compiled for the year 2016-17 till 2020-21. AERA has also made this submission possible online through its portal **www.aera.gov.in**. IOSPL has filed all the forms online and submitted attachments in support of the figures.
5. **Confidentiality of the documents submitted:**
You may kindly note that we are bound to ensure confidentiality of our client agreements and its terms and the disclosure made herein above is to ensure compliance with the AERA Guidelines.

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The terms of the Agreements for providing various Services at Indira Gandhi International Airport (IGIA), New Delhi, the commercial terms agreed to between us, as the Into plane Service Provider and the suppliers, various service parameters and service specifications, are all key ingredients in determining the quality of services being provided by us at the Indira Gandhi International Airport (IGIA), New Delhi.

These specifications cannot be put into public domain for the following reasons:

- a) The performance indicators/specifications are unique to this arrangement;
- b) The specifications set out are quality related specifications, acting as indicators of performance of the into plane agents as well as the quality of services being provided by us;
- c) Ours is a service industry and performance specifications and standards are key ingredients to our functioning and we regard these specifications and parameters as our intellectual property and value it as our trade secret;
- d) Such information, if in public domain, is at the risk of being copied by our competitors and also the competitors of our service providers;
- e) As a result of the specifications being copied by our competitors, what is otherwise a 'competitive service' may cease to be so since we will not be able to retain our uniqueness in providing these services; and
- f) As per the terms of our agreement with DIAL and the users, we are under an obligation to keep confidential the terms of all agreements entered into with respect to DIAL, New Delhi.

For the reasons stated above and to ensure that that the distinctiveness and competitive nature of services developed and retained by us for many years is not hampered in any manner by a disclosure of our confidential information, we request that the agreements entered into between us and our service providers or any part thereof, should not be uploaded on your website or made public in any other manner.

However, we understand that from a regulatory perspective, it is essential to bring the proposal into public domain in order to determine the tariff, and as such, we do not have any objection to uploading of the tariff proposal determined by us, with references to the agreements between us and the service providers.

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We also request you to kindly ensure confidentiality of our financials which are sensitive to our businesses and request you to upload on your website only the following financial formats submitted by us:

SN	Form No	Description
1	Form – F1 (a)	Historical and Proposed Aggregate Revenue Requirement
2	Form – F1 (b)	Competition Assessment
3	Form – F5	Cost of Equity and Post Tax FROR Forecast
4	Form – F6 (c)	Contributions, Grants and Subsidies Master
5	Form – F8 (a)	Format for providing Asset-wise information of stakeholder contributions.
6	Form - F8 (b)	Format for providing proposed exclusions from RAB.
7	Form – F10 (a)	Capital Projects Completed before Review of roll-forward of RAB
8	Form – F10 (b)	Capital Expenditure Projected Plan- 10 Year Master
9	Form – F10 (c)	Year wise Capital Expenditure Financing Plans for next 10 years
10	Form – F10 (d)	Summary Statement of Expenses Capitalized
11	Form – F10 (e)	Additional Capital Projects Summary
12	Form – F11 (a)	Employee Strength
13	Form – F12 (a)	Historical and Projected Cargo Volumes in Tonnes – Not Applicable to IOSL
14	Form – F12 (b)	Historical Aircraft Movements
15	Form – F12 (c)	Projected Aircraft Movements
16	Form – F12 (d)	Historical and Projected fuel throughput in kilolitres.
17	Form – F13 (b)	Historical and Projected Revenues from services other than Regulated Services.
18	Form – 14 (b)	Annual Tariff Proposal for Tariff Year t – Format for providing Information on Tariff(s)
19	Form – F18	Revenue from Services other than Regulated Services recovered during the Tariff Year
20	Form - F21	RAB Reconciliation Statement.

Approval Sought:

We hereby solicit grant of approval to the following tariff for the balance period of the Second Control Period of 5 years beginning 01.04.2016 to 31.03.2021 :-

Rate – Rs/KL

Tariff Year		Aircraft Fuelling	Aircraft De-Fuelling		Aircraft Re-Fuelling De-Fuelled Product into an Aircraft	
			Within 6 hrs.	Beyond 6 hrs.	Within 6 hrs.	Beyond 6 hrs.
2 nd Control Period	Tariff Year-1 (2016-17)	199.67	199.67	299.51	249.59	299.51
	Tariff Year-2 (2017-18)	209.66	209.66	314.49	262.08	314.49
	Tariff Year-3 (2018-19)	220.14	220.14	330.21	275.18	330.21

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	Tariff Year-4 (2019-20)	231.15	231.15	346.73	288.94	346.73
	Tariff Year-5 (2020-21)	242.70	242.70	364.05	303.38	364.05


It may please be noted that the above tariff rates and applicable escalation has been finalised through competitive bidding process by way of a Public Tender invited by DIAL and the same has been documented in the Sub-concession Agreement executed between DIAL and us. The User Agreement executed between Indian Oil Corporation and us was also a part of the Public Tender invited by DIAL.

In view of above submission, we request for kind approval of the Authority at the earliest.

Kindly acknowledge receipt.

Thanking you,

Yours truly,
For IndianOil Skytanking Private Limited,


(R Sitharthan) 8/3/2016
Chief Executive Officer

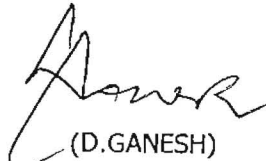
FORM A**BEFORE THE AIRPORTS ECONOMIC REGULATORY AUTHORITY OF INDIA
AT NEW DELHI****SUBMISSION OF MULTI YEAR TARIFF PROPOSAL FOR AND ON BEHALF OF:**

**M/s. IndianOil Skytanking Pvt. Ltd.,
Fuel Farm Facility,
Bangalore International Airport,
Devanahalli,
Bangalore 560 300**

We, R. Sitharthan & D. Ganesh aged 56 yrs & 53 yrs respectively residents of Bangalore acting in our official capacity as Chief Executive Officer (CEO) and Chief Financial Officer & Company Secretary (CFO & CS) in M/s. IndianOil Skytanking Pvt. Ltd, having its registered office at Fuel Farm Facility, Bangalore International Airport, Devanahalli, Bangalore 560 300 do hereby state and affirm as under:

1. That we are duly authorized to act for and on behalf of M/s. **IndianOil Skytanking Pvt. Ltd.** in the matter of making this submission before the Airports Economic Regulatory Authority of India, New Delhi ('the Authority');
2. We are competent to make this submission before the Authority;
3. We are making this submission in our official capacity and the facts stated herein are based on official records;
4. The contents of this submission which include inter alia
 - i) Business Plan
 - ii) Information relating to the Regulatory Building Blocks
 - iii) Competition Assessment
 - iv) Historical and Forecasted Volumes; and
 - v) Historical Revenues are correct and true to our knowledge and belief and nothing material has been concealed there from.


(R SITHARTHAN)
CEO


(D.GANESH)
CFO & CS

Place: Bangalore
Date: 08th March 2016

Business Plan-Delhi- ITP

IndianOil Skytanking

*Registered Office:
Fuel Farm Facility
Bangalore International Airport
Devanahalli
Bangalore-560 300*

2016

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1.0 EXECUTIVE SUMMARY

- 1.1 In order to determine tariffs for services provided at major airports in India, Airports Economic Regulatory Authority (AERA) formulated guidelines on August 2nd 2010 vide its Consultation Paper No. 05/2010-11. The guidelines were further revised on January 10th 2011.
- 1.2 These guidelines being issued under Section 15 of The Airports Economic Regulatory Authority of India Act, 2008 and referred to as "Airports Economic Regulatory Authority of India (Terms and Conditions for Determination of Tariff for Services Provided for Cargo Facility, Ground Handling and Supply of Fuel to the Aircraft) Guidelines, 2011".
- 1.3 IndianOil Skytanking Private Limited (IOSL) being a service provider for supply of fuel to aircrafts at Delhi International Airport Limited was required to adhere to the above said guidelines and submit to the authorities the information sought.
- 1.4 As per Section A1.4 of the above guidelines, a 5 year Business Plan was submitted for the first control period commencing from 2011-12 to 2015-16. AERA accepted the submissions made by the company and agreed to adopt the "Light Touch Approach" in determining the tariff and accordingly issued its Order No. 3/2013-14 dated April 4th 2013.
- 1.5 With the second control period to commence shortly, the data for submission has been compiled for the year 2016-17 till 2020-21.
- 1.6 AERA has also made this submission possible online through its portal www.aera.gov.in.
- 1.7 IOSL has filled all the forms online and submitted attachments in support of the figures.

2.0 THE COMPANY

- 2.1 IndianOil Skytanking Private Limited is a joint venture company between Indian Oil Corporation Ltd. and Skytanking Holdings GmbH, Germany with equal participation. The company was incorporated on August 21st 2006 with the main objective of designing, financing, constructing and operating an Aviation Fuel Farm Facility and also offering Into-Plane fuelling services without indulging in the actual sale of Aviation Turbine Fuel in airports in the country. In short the company is a service provider for Aviation Fuel handling at Airports.
- 2.2 With effect from July 27, 2010 IOSL is also one of the Into Plane Service providers at T3 Terminal at Delhi, IGI Airport. In Delhi IOSL refuels 3540KL for 250 aircrafts on a daily basis.

- 2.3 IOSL has an in-house design engineering team who has already exhibited their capabilities in Procurement of Dispensers and Refuellers for Mumbai, Delhi and Bangalore Airports and Commissioning of Mumbai, Delhi and Bangalore Fuel Hydrant Systems. IOSL has established its financial credentials in the shortest span of time and has a corporate credit rating of CRISIL A+ and CARE AA(-).
- 2.4 IOSL is the first company to introduce "Single Man Refueling" in India. This is possible with the latest refueling equipment standards, quality control and general fuel handling procedures in line with obligations of suppliers and the airline customers.
- 2.5 IOSL which had a humble beginning in 2006, in a single room in a congested market place in Bangalore now operates (Fuel Farm Operations) not only in the Bangalore Airport but also at India's largest and one of the world's largest airport at Delhi. The journey so far has been a hard travel for the IOSL team. The team believes in the words of Robert Frost, *"I took the road less travelled by and that has made all the difference"*.

3.0 MANAGEMENT AND ORGANISATION

- 3.1 The Chairman of the Board of Directors of IOSL is the Executive Director Aviation of Indian Oil Corporation Ltd. The other Directors consist of
- Managing Director, Skytanking Holding GmbH,
 - Deputy General Manager (Finance), Indian Oil Corporation Ltd
- 3.2 The top management of the company consists of the Chief Executive Officer, Chief Financial Officer & Company Secretary and Vice President.

4.0 PRODUCTS AND SERVICES

- 4.1 IOSL operates and manages Fuel Farm and Into-Plane services and the international airports of Bangalore, Delhi and Into-Plane services at Mumbai airport. IOSL also provides operations and maintenance contracts on behalf of Indian Oil Corporation Ltd at Leh, Kullu, Udhampur and THOISE.

5.0 MARKETING PLAN

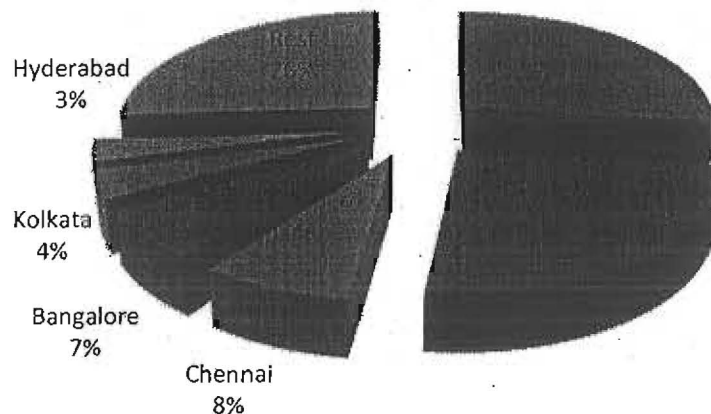
- 5.1 73% of India's fuelling takes place in the following 6 airports,
- Bangalore
 - Delhi
 - Hyderabad
 - Kolkata
 - Chennai
 - Mumbai

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- 5.2 Of these 6 airports, 34% of the fuelling happens in Bangalore and Delhi airports. IOSL-ITP market share at present at Delhi airport is about 64% in 2011-12.
- 5.3 The market of fuelling and IOSL's share can be explained better with the following chart,

Market Share



6.0 LOCATION

- 6.1 IOSL was incorporated and is headquartered in Bangalore. Its operations are at the airports in Mumbai, Bangalore and Delhi. The operations in the 3 cities can be summarized as follows:

Delhi	Bangalore	Mumbai
IOSL has a 25 year concession with DIAL	IOSL has a 20 year concession with BIAL	
O&M contract for the fuel storage and hydrant for the new Terminal T3 and ITP contract for 10 years	BOOT contract for the fuel storage and hydrant for the new airport and ITP contract for 10 years	ITP contract for 10 years
New terminal T3 fuel system commissioned on 14 th July 2010	Airport and fuel system opened on 24 th May 2008	Operations started from 1 st January 2015
Refuels 250 aircrafts on a daily basis	Refuels 160 aircrafts on a daily basis	Refuels 300 aircrafts on a daily basis

7.0 COMPETITION

- 7.1 At Delhi Airport there are 2 Into-Plane Service Providers selected through competitive bidding. The two Service Providers are Bharat Star Services Pvt. Ltd. and IndianOil Skytanking Private Ltd.
As there are two Service Providers the service is deemed as "**Competitive**" as per AERA Guidelines.

8.0 MATERIALITY ASSESSMENT

8.1 Materiality Index (MI_F)

$$\begin{aligned}
 &= \text{Fuel Throughput in Kiloliter at Delhi Airport / Total Fuel Throughput in Kilolitre at major Airports} \times 100 \\
 &= 1574834 \text{ KL} / 4926539 \text{ KL} \times 100 \text{ (as per All 1.3 of Appendix II- Page 64 AERA guidelines dated Jan 10th 2011)} \\
 &= 31.97\%
 \end{aligned}$$

The MI_F is more than 5% and hence the service is deemed as "**Material**" as per AERA Guidelines.

9.0 OPERATIONAL PARAMETERS

- 9.1 The key financial statements, viz. Balance Sheet, Profit and Loss Account and Cash Flow Statement have been included in the specified forms. The explanation to the preparation of such statements is discussed in detail below.
- **Volume**- IOSL's volume is estimated at 10,08,272 KL for 2016-17. The estimation is based on past trend. The volume increase year on year has been assumed at 1%.
 - **Turnover**- The agreed rate with DIAL for 2016-17 (and also approved by AERA) being ₹ 199.67 per KL with a 5% rate increase year on year has been taken into consideration in the projections.
 - **Asset**- IOSL does not own the facilities at Delhi Airport. Hence only actual assets that have been acquired till 2015-16 have been considered. Details of such assets have been provided in the specified form. Future projection of asset purchases have been done based on the needs assessed by the technical team at IOSL.
 - **Depreciation** – The straight line method of depreciation has been adopted. The useful life of assets are based on the guidelines provided in Schedule II of the Companies Act, 2013.
 - **Capital Structure**- The capital structure for projects at IOSL were undertaken a 70:30 ratio for debt and equity. For shortfall in funds, IOSL envisaged to borrow at competitive rates. After arriving at the total project cost the same has been segregated for debt and equity accordingly. The capital structure is summarized as follows:

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₹ in lakhs

	2016-17	2017-18	2018-19	2019-20	2020-21
Debt	1000.00	750.00	500.00	250.00	
Equity	963.06	963.06	963.06	963.06	963.06

- **Concession fee to Airport Operator-** As per the current terms of the agreement with DIAL, the same has been assumed @5% of the revenue on accrual basis.
- **Fair Rate of Return-(FRoR)** – It has been assumed that cost of debt is likely to increase over the years as a percentage of closing debt. Cost of equity has been calculated using the CAPM model. Since IOSL is not a listed company, beta has been assumed as the average of similar players in the market. The Fair Rate of Return works out to 15.15%.
- **Cost of Debt-** The average interest for bank loan used for financing the Delhi-ITP operations has been 11.30%.
- **Cost of Equity-**As given in the guidelines, cost of equity has been arrived at using the CAPM approach. IOSL not being a listed company, the beta values for similar listed companies were taken into consideration for the purpose of calculation. The companies that were used for this purpose are Hindustan Petroleum Ltd., Indian Oil Corporation Ltd and Bharat Petroleum Ltd. The beta values of such companies were however not readily available on the stock exchange websites and the same were obtained from the research reports of Reuters.
- **Risk free Rate-** Benchmark Yield on 10year Government of India Bonds was adopted.
- **Return on Market Portfolio-** The average of the SENSEX values (closing less opening) for the last 10 years was adopted.
- **Operating costs-**Items considered for operating costs are those based on past trend of the company. Most items of cost have been escalated at the rate of 5.33% p.a. in line with past trend. Salaries have been escalated by 12%. The basis of increase in salaries is on past trend and that adopted by IOSL. The gross emoluments of the employees of IndianOil Corporation have to be compensated by IOSL based on debit notes raised by IOCL each year. Rent has been escalated at 7.50% p.a. based on the agreement terms. Some other expenses like repairs and maintenance has been escalated at 10.33%, utilities at 8.33% and insurance at 10%.

IndianOil Skytanking Limited
Delhi-ITP

Figs in Rs.

Form F1 (a) Historical and Proposed Aggregate Revenue Requirement (ref. A1.2 of Appendix I)

Sl.N.	Aggregate Revenue Requirement	Last available audited year	Financial year before tariff year	Tariff Year	Tariff Year	Tariff Year	Tariff Year	Tariff Year
		2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
1	Aggregate Revenue Requirement							
	Delhi-ITP	15,38,85,883.79	16,75,61,318.62	16,83,34,197.25	19,64,86,227.69	22,30,64,851.03	21,52,15,020.96	22,23,71,719.51
	TOTAL	15,38,85,883.79	16,75,61,318.62	16,83,34,197.25	19,64,86,227.69	22,30,64,851.03	21,52,15,020.96	22,23,71,719.51

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IndianOil Skytanking Limited
Delhi-ITP

Figs in Rs.

Form F1 (b) Competition Assessment (ref: A1.3 of Appendix I)

Sl.No.	Details of competitive facilities
	Bharat Star Services Private Limited

IndianOil Skytanking Pvt. Limited
Delhi-Into Plane
BALANCE SHEET

Figs in Rs.

Form F2: Historical and Projected Balance Sheet (ref. Section A14 of Appendix)

S.N	Particulars	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
1	SOURCES OF FUNDS							
	A) Shareholders' Funds							
	a) Share Capital	1,00,00,000.00	1,00,00,000.00	1,00,00,000.00	1,00,00,000.00	1,00,00,000.00	1,00,00,000.00	1,00,00,000.00
	b) Share Application Money							
	c) Reserves and Surplus	9,63,05,941.73	9,63,05,941.73	9,63,05,941.73	9,63,05,941.73	9,63,05,941.73	9,63,05,941.73	9,63,05,941.73
	Profit and Loss Account	6,66,66,062.27	15,08,57,919.15	18,25,59,455.72	20,78,05,471.93	23,17,00,309.52	26,91,62,596.89	31,05,92,837.70
	B) Loan Funds							
	a) Secured Loans	0.00	0.00	10,00,00,000.00	7,50,00,000.00	5,00,00,000.00	2,50,00,000.00	0.00
	b) Unsecured Loans							
	c) Working capital Loan	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	C) Capital Grants							
	D) Deferred Tax Liability-(Net)							
	TOTAL SOURCES OF FUNDS	17,29,72,004.00	25,71,63,860.88	38,88,65,397.45	38,91,11,413.66	38,80,06,251.25	40,04,68,538.62	41,58,98,779.43
2	APPLICATIONS OF FUNDS							
	A) Fixed Assets							
	a) Gross Block (Net of assets not in use)	9,63,05,941.73	9,87,62,283.73	15,94,11,047.73	26,59,11,047.73	32,90,74,688.13	32,90,74,688.13	32,90,74,688.13
	b) less: Accumulated Depreciation	2,28,81,028.15	4,59,37,102.50	7,74,62,805.04	12,12,46,903.12	16,80,32,052.04	19,90,58,941.59	22,37,41,919.53
	c) Net Block	7,34,24,913.58	5,28,25,181.24	8,19,48,242.69	14,46,64,144.62	16,10,42,636.09	13,00,15,746.55	10,53,32,768.61
	d) Capital Work in Progress							
	B) Deferred Tax Assets							
	C) Current Assets, Loans and Advances							
	a) Sundry Debtors	60,00,000.00	2,01,82,433.55	1,67,77,123.04	1,77,92,138.98	1,88,68,563.39	2,00,10,111.48	2,12,20,723.22
	b) Cash and Bank Balances	9,92,84,312.87	19,04,29,467.57	29,76,75,685.57	23,50,55,087.31	21,75,09,208.82	26,06,46,835.08	30,17,56,860.11
	c) Inventories	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	d) Other Current Assets							
	e) Loans and Advances							
	Less: Current liabilities and provisions							
	a) Liabilities	57,37,222.44	62,73,221.48	75,35,653.85	83,99,957.25	94,14,157.06	1,02,04,154.48	1,14,11,572.51
	b) Provisions							
	Net Current Assets	9,95,47,090.42	20,43,38,679.64	30,69,17,154.76	24,44,47,269.04	22,69,63,615.16	27,04,52,792.08	31,15,66,010.83
	Profit and Loss A/c							
	TOTAL APPLICATION OF FUNDS	17,29,72,004.00	25,71,63,860.88	38,88,65,397.45	38,91,11,413.66	38,80,06,251.25	40,04,68,538.62	41,58,98,779.43

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IndianOil Skytanking Pvt. Limited

Delhi-Into Plane

PROFIT AND LOSS STATEMENT

Figs in Rs.

Form: 3 Historical and Projected Profit and Loss of (in Section A1.4 of Appendix)

S.N.	Particulars	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
1	Revenue							
	Revenues from Regulated Services	20,76,38,359.00	24,21,89,202.61	20,13,25,476.47	21,35,05,667.79	22,64,22,760.69	24,01,21,337.72	25,46,48,678.65
	Revenues from other than Regulated Services							
	Other Income							
2	Operating Expenditure							
	Payroll Costs	3,92,22,959.36	4,55,10,467.68	5,55,26,369.80	6,21,89,534.18	6,96,52,278.28	7,80,10,551.67	8,73,71,817.87
	Administrative and General Costs	1,13,71,406.00	1,37,90,688.67	1,92,80,781.05	1,81,55,105.14	2,17,23,343.10	2,07,71,557.03	2,45,26,321.02
	Utilities and Outsourcing costs	59,35,166.00	57,86,304.00	62,68,303.12	67,90,452.77	73,56,097.49	79,68,860.41	86,32,666.48
	Concession Fee & Airport Operator Fees	1,03,92,948.00	1,21,09,460.13	1,00,66,273.82	1,06,75,283.39	1,13,21,138.03	1,20,06,066.89	1,27,32,433.93
	Repair and Maintenance Costs	1,68,40,968.33	1,43,92,113.15	1,88,78,818.43	2,48,29,000.38	2,73,93,836.12	3,02,23,619.39	3,33,45,719.27
3	Earnings Before depreciation, interest and taxation (EBITDA)	12,33,74,911.31	15,05,00,168.99	9,13,04,910.23	9,08,66,291.94	8,69,76,067.68	9,11,40,682.33	8,80,39,720.07
	Depreciation and Amortisation	22881028.15	23056074.34	3,15,25,702.54	4,37,84,098.08	4,67,85,148.93	3,10,26,889.54	2,46,82,977.94
4	Earnings Before Interest and Taxation (EBIT)	10,09,93,883.16	12,75,44,094.65	5,97,79,207.69	4,70,82,193.86	4,01,90,918.75	6,01,13,792.78	6,33,56,742.13
	Total Interest and Finance Charges	0.00	0.00	1,13,00,000.00	84,75,000.00	56,50,000.00	28,25,000.00	0.00
5	Profit/ (Loss) before Tax	10,09,93,883.16	12,75,44,094.65	5,97,79,207.69	4,70,82,193.86	4,01,90,918.75	6,01,13,792.78	6,33,56,742.13
	Provision for Taxation:							
	Less: Current Tax	3,43,27,820.89	4,33,52,237.77	1,67,77,691.12	1,33,61,177.65	1,26,46,081.16	1,98,26,505.41	2,19,26,501.31
	Deferred Tax Asset							
6	Profit after taxation	6,66,66,062.27	8,41,91,856.88	4,30,01,516.57	3,37,21,016.21	2,75,44,837.59	4,02,87,287.37	4,14,30,240.82
	Add/Less: Balance brought forward from Prev. years		6,66,66,062.27	15,08,57,919.15	18,25,59,455.72	20,78,05,471.93	23,17,00,309.52	26,91,62,596.89
	Less: Transfer to SPRH Reserve fund							
7	Profit/Loss carried to Balance Sheet	6,66,66,062.27	15,08,57,919.15	15,28,59,455.72	18,25,59,455.72	20,78,05,471.93	23,17,00,309.52	26,91,62,596.89

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BEFORE THE AIRPORTS ECONOMIC REGULARITY AUTHORITY OF INDIA

AT NEW DELHI

SUBMISSION OF PROPOSAL OF DETERMINATION OF ANNUAL TARIFF FOR AND ON BEHALF OF:

M/s

I, Doraiswamy Ganesh aged 53 resident of Fuel Farm Facility, Bengaluru International Airport, Devanahalli acting in my official capacity as ISP in M/s Indian Oil Skytaking Pvt. Limited having its registered office at Fuel Farm Facility, Bengaluru International Airport, Devanahalli do hereby state and affirm as under that:

1. That I am authorized to act for and on behalf of M/s Indian Oil Skytaking Pvt. Limited in the matter of making submission before the Airports Economic Regulatory Authority of India, New Delhi ('the Authority')
2. I am competent to make this submission before the authority
3. I am making the submission in any official capacity and the facts stated herein are based on official records
4. The contents of the Annual tariff proposal submission which include inter alia (i) Estimated Maximum Allowed yield per unit and the proposed detailed break-up of Tariff(s) (in the context to Estimated Maximum Allowed Yield per Unit Where determined by the authority) where the authority has specified a price cap approach for the duration of the Control period pursuant to clause 3.2

OR

Proposed detailed breakup of Tariff(s) based on Clause 11.2 Where the Authority has specified a light touch approach for the duration of control period pursuant to clause 3.2 (strikeout whichever is not applicable) and (ii) Justification are correct and true to my knowledge and belief and nothing material has been concealed from.

Sd/

Place

Date: 05-12-2016

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Form F14(b)-Fuel Throughput-Into Plane Services

Year	2016-2017	2016-2017	2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2019-2020	2020-2021	2020-2021
Aircraft Fuelling	6.00	199.67	6.00	209.66	6.00	220.14	6.00	231.15	6.00	242.70
Aircraft Defueling Within	6.00	199.67	6.00	209.66	6.00	220.14	6.00	231.15	6.00	242.70
Aircraft Defueling Beyond	6.00	299.51	6.00	314.49	6.00	330.21	6.00	346.73	6.00	364.05
Aircraft Refueling Defueled Product Within	6.00	249.59	6.00	262.08	6.00	275.18	6.00	288.94	6.00	303.38
Aircraft Refueling Defueled Product Beyond	6.00	299.51	6.00	314.49	6.00	330.21	6.00	346.73	6.00	364.05

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ARTICLE 2
SCOPE OF THE AGREEMENT

2.1 Grant of Concession

2.1.1 In consideration of the Concession Fee and the Annual License Fee, DIAL hereby grants to the Concessionaire the following non-exclusive rights, subject to and in accordance with this Agreement:

- (a) to procure, install, maintain and operate the ITP Assets and to operate/provide, manage, and maintain the ITP Services in accordance with this Agreement, Good Industry Practice and Applicable Laws;
- (b) the right to access, use and occupy part of the Depot Land, as allocated by DIAL at its sole discretion from time to time, on a non-discriminatory and reasonable basis, for the sole purpose of enabling the Concessionaire to provide the Services in accordance with its obligations under this Agreement.

2.2 Nature of Concession

2.2.1 The Concession granted hereunder is non-exclusive and is of a contractual nature only and shall not amount to any lease of or other interest in land, or any building or other structure or facility constructed or to be constructed on, under or over the Airport, including, for avoidance of doubt, any part of the ITP Service Area.

2.2.2 The Concessionaire agrees and confirms that in exercising the Concession and observing and performing its obligations and liabilities hereunder it will be acting as an independent contractor for its own account and will not be acting as or deemed in any respect to be the agent or partner of DIAL.

2.3 Provision of Services

2.3.1 During the Concession Period of this Agreement, it shall be the obligation of the Selected Bidder to ensure that the demand for the ITP Services is met at all times.

2.3.2 The Concessionaire shall be responsible for and implement any proposals of DIAL at any time during the Concession Period regarding the provision of the Services, including instructions to the Concessionaire to increase / expand the ITP Assets and/or the Depot. In the event that Concessionaire agrees to implement such proposal, any cost and expenses relating to such increase / expansion of the Depot shall be borne by the Concessionaire and Other ITP Concessionaire(s) in such proportion as DIAL may, in its reasonable opinion, determine. In the event that the Concessionaire or any Other ITP Concessionaire does not agree to implement any such proposal, DIAL shall be at liberty to invite proposals from third parties to implement such proposals and provide ITP Services.

2.3.3 The Concessionaire shall, at all times, and particularly during any maintenance, repair or replacement work of the Mobile Equipments or otherwise cause to be taken all reasonable care to avoid doing any damage to any storm water drain, sewer, pipe, cable or other service medium, any waterway or water course, footpath or any other work or installation belonging to DIAL, Airport Contractor or any third party being or running upon, over, under, adjoining or adjacent to the ITP Service Area or any part of the Airport.

2.4 Fee Chargeable by the Concessionaire

2.4.1 The Concessionaire shall charge the Air Carriers or the Suppliers the ITP Service Fee for each litre of ATF that is provided as part of the ITP Services, depending on the nature of ITP Service

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provided. The ITP Service Fee shall be subject to a price cap in Rs./ kilo litre terms and shall be charged as per **Schedule H** hereto.

The price cap for the first Financial Year of operations (in Rs. /kilo litre) will be as set out in **Schedule H**, and the same shall be escalated at a rate of 5% or WPI each year whichever is lower. The price cap for each of the subsequent years will be

- (a) Effective from the first day of April of the following year and
- (b) Escalated by WPI as on the first day of January for the respective year.

For Example if the escalation is given on the basis of WPI, the price cap for the second year from April 1, 2011 to March 31, 2012 will be calculated as follows:

$$CII_c = CI * WPI_{(January 1st, 2011)} / WPI_{(January 1st, 2010)}$$

Where:

CII_c : refers to the price cap for the current Financial Year 2011-2012 (i.e., second Financial Year of operations in this example)

CI : refers to the price cap for the first Financial Year of operations as set out in Schedule H.

For each subsequent Financial Year of operations, the price cap of the immediately preceding Financial Year shall be taken as the base for calculating revised price cap of the said subsequent Financial Year. Accordingly, the CII_c for the second Financial Year of operations shall become price cap for the third Financial Year of operations. For example if the escalation is given on the basis of WPI, the price cap for the third Financial Year from April 1, 2012 to March 31, 2013 will be calculated as follows:

$$CII_c = CII_p * WPI_{(January 1st, 2012)} / WPI_{(January 1st, 2011)}$$

Where:

CII_c : refers to the price cap for the current Financial Year 2012-2013 (i.e., third year in this example)

CII_p : refers to price cap for the immediately preceding Financial Year 2011-2012.

For this purpose, the WPI for all commodities announced by GOI will be considered.

The price cap so prescribed shall be maximum rates and Selected Tenderer/Concessionaire will be free to offer a discount on these rates to the Air Carrier and/or Supplier.

Provided that DIAL may review the escalation cap in case the input cost goes beyond 5%.

2.4.3 For each of the ITP Services required to be provided by the Concessionaire, the Concessionaire shall enter into User Agreement(s) with the Supplier or the Air Carrier and charge as follows:

- (a) an Air Carrier which has entered into a contract with a Supplier for the sale and delivery of ATF ex-hydrant, the Air Carrier directly; or
- (b) a Supplier which has entered into a contract with an Air Carrier for the sale and delivery of ATF into aircraft at the Airport, the Supplier directly; or
- (c) an Air Carrier who is also the Supplier and is self-supplying the ATF ex-hydrant, the Air Carrier directly; or
- (d) any other entity identified in a direction under Clause 11.2.2, in accordance with such direction.

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SCHEDULE H
ITP SERVICE FEE

The Concessionaire shall pay to DIAL Concession Fee.

The ceiling ITP Service Fee for the period from the Commencement Date upto 31st March 2011, exclusive of all taxes are as set out below:

ITP Service Fee (in Rs./ per kilolitre)				
Fuelling Aircraft	De-fuelling Aircraft		Re-fuelling De-fuelled Product into an Aircraft	
	Within 6 hrs.	Beyond 6 hrs.	Within 6 hrs.	Beyond 6 hrs.
149	149	224	186	224

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[F. No. AERA/20010/MYTP/IOSL-ITP/Del/2011-12/Vol.I]

Airports Economic Regulatory Authority of India

Order No. 3/2013-14

AERA Building,
Administrative Complex,
Safdarjung Airport,
New Delhi - 110 003

Date of Order: 4th April, 2013

Date of Issue: 16th April, 2013

In the matter of Annual Tariff Proposal for the Third, Fourth and Fifth tariff year of the First Control Period submitted by Indian Oil Skytanking Limited in respect of the Into Plane Service being provided at IGI Airport, New Delhi.

The Authority had considered the Multi Year Tariff Proposal (MYTP) and Annual Tariff Proposal (ATP) for first tariff year (i.e. 2011-12) of the first Control Period commencing from 01.04.2011, submitted by Indian Oil Skytanking Limited (IOSL) for Into Plane Service (ITP) being provided at IGI Airport, New Delhi (Delhi Airport). The Authority, after due stakeholder consultation, had issued the Multi Year Tariff Order (MYTO) No. 01/2011-12 dated 30.05.2011 wherein the Authority decided to adopt 'light touch approach' for determination of tariff for the first Control Period and also determined the tariff for ITP services provided by IOSL for the period w.e.f. 28.07.2010 to 31.03.2011 and from 01.04.2011 to 31.03.2012 (first tariff year). Subsequently IOSL, submitted their ATP for second tariff year (2012-13) which was considered by the Authority and after due stakeholder consultations, Annual Tariff Order (ATO) No. 6/2012-13 dated 19.06.2012 was issued determining the tariff for second tariff year.

2.1 IOSL, vide letter dated 09.01.2013, submitted their ATP for the third, fourth and fifth tariff years of the first control period. The ATPs submitted by IOSL were put up for stakeholder consultation vide Consultation Paper No. 39/2012-13 on 27.02.2013. In response to the proposal contained in the Consultation Paper, comments were received from:-

- (i) Delhi International Airport Ltd. (DIAL);
- (ii) Hindustan Petroleum Corporation Ltd.(HPCL);
- (iii) Indian Oil Corporation Ltd. (IOCL);
- (iv) Bharat Petroleum Corporation Ltd. (BPCL);
- (v) Reliance Industries Limited (Reliance);



2.2 DIAL, HPCL and BPCL have agreed to the proposal in the consultation paper and have requested for the approval of the same. HPCL in their comments has requested that for the third tariff year the rates may be revised w.e.f. 01.04.2013 and order to this effect be issued before 31.03.2013. HPCL further stated that in case of any delay in issuing the order for third tariff year, the revision should be effective on prospective basis. For the tariff for fourth and fifth tariff year, HPCL has stated that rates as proposed be effective from prospective basis.

2.3 Reliance in their comments has, inter alia, submitted that the escalation should be limited to 'Input Cost' and not to service fee and IOSL should provide the breakup of the input cost. Total volumes handled should also be considered by AERA. Reliance further stated that the airlines are passing through a difficult time hence the issue of escalation of service fee on yearly basis needs to be critically reviewed by AERA on a rational methodology.

2.4 IOCL, in their comments, have submitted that the order for tariff for third tariff year be issued before 01.04.2013 and in case it is delayed the same may be issued on prospective basis. However IOCL has also stated that for the proposed 5% increase of tariff every year, the Authority has assumed a WPI of 5% or lower for all these years. In case the WPI for any subsequent year is lesser than 5%, the escalation may have to be lower than 5%.

3. IOSL submitted their views/clarifications on the comments of various stakeholders which are summarised as under:

- a) HPCL and IOCL have requested to approve the tariff before 31.03.2013. In case of any delay in issuing order by the Authority, HPCL and IOCL may incorporate the proposed tariff in their pricing w.e.f 01.04.2013.
- b) On the comments of IOCL, IOSL has submitted that WPI index for the last 5 years has never been less than 5%, hence considering this fact the escalation proposed is within the permissible limits.
- c) In respect of the comments of Reliance, IOSL has submitted that the suggestion made by Reliance is not in line with their agreement with DIAL and the ITP Services fee is a lump sum fee on per kilolitre basis, for provision of ITP Services Fee. The escalation proposed is in line with the Concession Agreement. Contractually, IOSL has not been provided the liberty of increasing their costs on the basis of input costs and Services Fee cannot be made function of the volumes and this methodology was neither envisaged in the tender nor in the Concession Agreement.

4. The Authority has observed that IOSL have sought approval for the following tariffs for the third, fourth and fifth tariff year i.e. 2013-14, 2014-15 and 2015-16 in line with the user agreement entered into with the suppliers:



Table- 1

All figures in Rupees per KL

Period	Fuelling of Aircraft	Defuelling Aircraft		Refuelling Defuelled Product into an aircraft	
		Within 6 hrs.	Beyond 6 hrs.	Within 6 hrs.	Beyond 6 hrs.
01.04.2013- 31.03.2014	172.48	172.48	259.30	215.32	259.30
01.04.2014- 31.03.2015	181.10	181.10	272.27	226.09	272.27
01.04.2015- 31.03.2016	190.16	190.16	285.89	237.39	285.89

5. The Authority further observed that:

- (i) As per the MYTO, tariffs in respect of ITP service provided by IOSL at Delhi Airport are to be determined under Light Touch Approach and tariffs for first two years were determined accordingly.
- (ii) DIAL, HPCL and BPCL have agreed to the Authority's proposal in the Consultation Paper and have requested for the approval of the same.
- (iii) IOSL has requested to approve the tariff before 31.03.2013. In case of any delay in issuing order by the Authority, the fuel suppliers may incorporate the proposed tariff in their pricing w.e.f. 01.04.2013.
- (iv) Regarding the issue of WPI being less than 5% in any future year, IOSL has submitted that WPI index for the last 5 years has never been less than 5% and in case it is less than 5%, then they will be eligible for increase in charges based on such WPI instead of 5%.
- (v) Regarding the issue of examining pricing, volume etc. in respect of IOSL's tariffs determination, it was observed that the ITP service is not only material but also competitive at Delhi airport. Hence, applying "Light Touch Approach" is in line with the Authority's Guidelines and does not require an intrusive determination of tariffs.
- (vi) It was further observed that the escalation proposed is in line with the various agreements entered into by IOSL with the airport operator and its fuel suppliers.

ORDER:

6. Upon careful consideration of material available on record, the Authority, in exercise of powers conferred by Section 13(1)(a) of the Airports Economic Regulatory Authority of India Act 2008, hereby orders that:



- (i) The Tariffs for third tariff year (w.e.f. 01.04.2013 to 31.03.2014), fourth tariff year (w.e.f. 01.04.2014 to 31.03.2015) and fifth tariff year (01.04.2015 to 31.03.2016) of the first control period in respect of the ITP services rendered at IGI Airport, New Delhi, by Indian Oil Skytanking Private Limited are determined at the rates as at Table 1 of the Para 4 above.

**By the Order of and in the
Name of the Authority**



**[Capt. Kapil Chaudhary (Retd.)]
Secretary**

To

**M/s Indian Oil Skytanking Ltd.,
Fuel Farm Facility,
Bangalore International Airport,
Devanahalli,
Bengaluru - 560 300
(Through: Shri T. S. Dupare, CEO)**



COMPARATIVE STATEMENT OF TARIFFS IN RESPECT OF IOSL FOR ITP SERVICES AT DELHI INTL. AIRPORT

Tariff Year		Aircraft Fuelling	Aircraft De-Fuelling		Aircraft Re-Fuelling De-Fuelled Product		Aircraft Fuelling	Aircraft De-Fuelling		Aircraft Re-Fuelling De-Fuelled Product	
			Within 6 Hrs.	Beyond 6 Hrs.	Within 6 Hrs.	Beyond 6 Hrs.		Within 6 Hrs.	Beyond 6 Hrs.	Within 6 Hrs.	Beyond 6 Hrs.
1st Control	Tariff Year- 5 (2015-	190.16	190.16	285.89	237.39	285.89	Percentage Increase Year on Year				
2nd control Period	16-17	199.67	199.67	299.51	249.59	299.51	5%	5%	5%	5%	5%
	17-18	209.66	209.66	314.49	262.08	314.49	5%	5%	5%	5%	5%
	18-19	220.14	220.14	330.21	275.18	330.21	5%	5%	5%	5%	5%
	19-20	231.15	231.15	346.73	288.94	346.73	5%	5%	5%	5%	5%
	20-21	242.70	242.70	364.05	303.38	364.05	5%	5%	5%	5%	5%

COMPARATIVE STATEMENT OF TARIFF IN RESPECT OF M/S BSSPL FOR ITP SERVICES AT IGI AIRPORT, Delhi.

(Rs./KL)

Tariff Year		Aircraft Fuelling	Aircraft De-Fuelling		Aircraft Re-Fuelling De-Fuelled Product		Aircraft Fuelling	Aircraft De-Fuelling		Aircraft Re-Fuelling De-Fuelled Product	
			Within 6 Hrs.	Beyond 6 Hrs.	Within 6 Hrs.	Beyond 6 Hrs.		Within 6 Hrs.	Beyond 6 Hrs.	Within 6 Hrs.	Beyond 6 Hrs.
							Percentage increase over different tariff years				
1st Control Period	13-14	172.48	172.48	259.31	215.32	259.31					
	14-15	181.10	181.10	272.28	226.09	272.28	5%	5%	5%	5%	5%
	15-16	190.16	190.16	285.89	237.69	285.89	5%	5%	5%	5%	5%
2nd control Period	16-17	199.67	199.67	300.18	249.26	300.18	5%	5%	5%	5%	5%
	17-18	209.65	209.65	315.19	261.72	315.19	5%	5%	5%	5%	5%
	18-19	220.13	220.13	330.95	274.81	330.95	5%	5%	5%	5%	5%
	19-20	231.14	231.14	274.81	288.55	274.81	5%	5%	-17%	5%	-17%
	20-21	242.70	242.70	330.95	302.98	330.95	5%	5%	20%	5%	20%

ISP=INDIAN OIL SKYTANKING PVT. LIMITED-ITP SERVICES-DELHI INTERNATIONAL AIRPORT					
COMPARATIVE OF ACS FOR THE FIRST CONTROL PERIOD I.E FY. 2011-12 TO FY. 2015-16					
(TOTAL REVENUE - TOTAL COST)					
(Refer AL.9 of the Guidelines and Form No. 16)					

(Rs. in Crores)

Sl No.	Particulars Performance Report for the years	Tariff years									
		20112012		20122013		20132014		20142015		20152016	
			Actual		Actual	Actual		Actual		Actual	
1	Revenue:										
1.1	A-Regulated Services-Ground Handling	1	18.17		15.67	19.96		20.76		24.48	
1.2	A -Cargo Handling	1	0.00		0.00	0.00		0.00		0.00	
1.3	Other than Regulated Services	2	0.00		0.00	0.00		0.00		0.00	
	Total Revenue		18.17		15.67	19.96		20.76		24.48	
2	Expenditure:										
2.1	Operating Expenditure	3	5.88		6.09	6.84		8.38		8.91	
2.2	Depreciation	4	1.6		1.6	1.6		2.29		2.28	
	Total Expenditure	5	7.48		7.69	8.44		10.67		11.19	
3	Regulatory Operating Profit	1+2-5	10.69		7.98	11.52		10.09		13.29	
4	CAPEX										
4.1	Opening RAB		14.45		12.86	11.27		9.7		7.34	
4.2	Capitla Expenditure		0.01		0.01	0.03		0.00		1.86	
4.3	Disposals /Transfers		0.00		0.00	0.00		0.07		0.00	
4.4	Deprication		1.6		1.6	1.6		2.29		2.28	
4.5	closing RAB		12.86		11.27	9.7		7.34		6.92	
4.6	Average RAB{(4.1+4.3)/2}		13.66		12.07	10.49		8.52		7.13	
5	Return on Average RAB (3/4.6)		78%		66%	110%		118%		186%	
6	B Total Volume (KL)		1160693		953083	1155229		1147410.21		1286820	
7	Actual Yield Per Unit (A/B)		157		164	173		181		190	

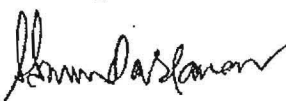
551

INDIANOIL SKYTANKING PRIVATE LIMITED
Balance Sheet as at 31st March, 2016

		Rupees in Lacs	
Particulars	Note No	31 March 2016	31 March 2015
I. EQUITY AND LIABILITIES			
(1) Shareholders' Funds			
(a) Share Capital	3	5,190.00	5,190.00
(b) Reserves and Surplus	4	3,924.69	3,483.14
(2) Non-Current Liabilities			
(a) Long Term Borrowings	5	1,027.21	2,058.41
(b) Deferred Tax Liabilities (Net)	9	529.35	547.00
(3) Current Liabilities			
(a) Trade payables			
-Due to Micro, Small and Medium Enterprise	6a	-	-
-Due to others	6b	1,345.63	1,240.09
(b) Other Current Liabilities	7	1,216.59	1,301.13
(c) Short-term Provisions	8	2,688.55	2,372.10
Total		15,922.02	16,191.87
II. Assets			
(1) Non-current Assets			
(a) Fixed Assets			
(i) Tangible assets	10	11,029.89	10,805.74
(ii) Intangible assets	11	0.96	1.01
(iii) Capital work-in-progress		27.24	99.94
(b) Non-current Investments	12	10.00	5.00
(c) Long term loans and advances	13	631.26	902.42
(2) Current Assets			
(a) Inventories	14	35.00	62.46
(b) Trade receivables	15	406.41	425.10
(c) Cash and cash equivalents	16	3,448.73	3,571.03
(d) Short-term loans and advances	17	320.64	303.16
(e) Other current assets	18	11.87	16.01
Total		15,922.02	16,191.87

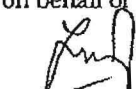
Significant Accounting Policies and Notes annexed form integral part of Financial Statements.

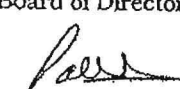
As per our attached Report of even date
 For S VENKATRAM & CO.
 Chartered Accountants
 ICAI Regn No. 004656S

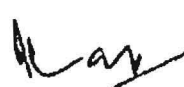

 (S. SUNDARRAMAN)
 Partner
 M. No. 201028

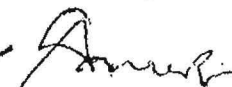


For and on behalf of the Board of Directors


 T S Khwaja
 Chairman


 Paul Workman
 Director


 R Sitharthan
 CEO


 D Ganesh
 CFO & Company Secretary

Place: Bangalore
 Date: 03rd May 2016

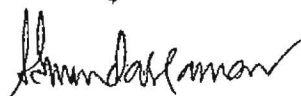
552

INDIANOIL SKYTANKING PRIVATE LIMITED
Statement of Profit and Loss for the period ended 31st March, 2016

Rupees in Lacs			
Particulars	Note No	31 March 2016	31 March 2015
I. Revenue from operations	19	44,463.15	39,609.32
Less: Service Tax		(5,412.98)	(4,352.09)
		39,050.17	35,257.23
II. Other Income	20	270.75	438.97
III. Total Revenue (I + II)		39,320.93	35,696.20
IV. Expenses:			
Cost of Rendering Services	21	29,853.13	27,214.30
Employee benefits expense	22	1,877.52	1,587.64
Finance costs	23	275.35	386.86
Depreciation and amortization expense	10 & 11	1,451.80	1,141.87
Other expenses	24	1,872.44	1,730.47
Total Expenses		35,330.23	32,061.14
V. Profit before exceptional and extraordinary items and tax	(III - IV)	3,990.69	3,635.06
VI. Exceptional items		-	-
VII. Profit before extraordinary items and tax (V - VI)		3,990.69	3,635.06
VIII. Extraordinary Items		-	-
IX. Profit before tax (VII - VIII)		3,990.69	3,635.06
X. Tax expense:			
(1) Current tax		1,061.57	1,131.27
(2) MAT Credit Utilisation/(entitlement)		(0.00)	-
(3) Provision for Taxes no longer required		(17.65)	28.93
(4) Deferred tax (Asset)/Liability		-	-
XI. Profit/(Loss) for the year	(IX-X)	2,946.77	2,474.86
XII. Earning per equity share:			
Basic & Diluted		5.68	4.77

Significant Accounting Policies and Notes annexed form integral part of Financial Statements.

As per our attached Report of even date
For S VENKATRAM & CO.
Chartered Accountants
ICAI Regn No. 004656S



(S. SUNDARRAMAN)
Partner

M. No. 201028




For and on behalf of the Board of Directors


T S Khwaja
Chairman


R Sitharthan
CEO


Paul Workman
Director


D Ganesh
CFO & Company
Secretary

Place: Bangalore
Date: 03rd May 2016

INDIANOIL SKYTANKING PRIVATE LIMITED

Cash flow Statement for the year ended 31st March 2016

	31 March 2016		31 March 2015	
	Rupees in Lacs	Rupees in Lacs	Rupees in Lacs	Rupees in Lacs
Cash Flow From Operating Activities				
Profit before tax		3,990.69		3,635.06
Non cash adjustment to reconcile profit before tax to net cash flows				
Adjustment				
Depreciation and amortization	1,451.80		1,141.87	
Unrealized foreign exchange loss	4.26		3.04	
Interest expense	271.09		383.81	
Interest income	(226.30)		(435.52)	
		1,500.85		1,093.20
Operating profit before working capital changes		5,491.54		4,728.26
Movements in working capital				
Increase/(Decrease) in trade payables	105.54		(105.28)	
Increase/(Decrease) in Short term provisions	(2.49)		74.58	
Increase/(Decrease) in Other current liabilities	(79.28)		(147.58)	
(Increase)/Decrease in trade receivables	18.69		(173.58)	
(Increase)/Decrease in inventories	27.46		(39.86)	
(Increase)/Decrease in long term loans & advances	(0.44)		(5.73)	
(Increase)/Decrease in short term loans & advances	62.44		713.92	
(Increase)/Decrease in other current assets	4.14		(9.88)	
		136.07		306.59
Cash generated from operations		5,627.61		5,034.85
Direct taxes paid (net of refunds)		1,141.48		1,208.17
Net cash flow from Operating activities (A)		4,486.13		3,826.68
Cash flow from investing activities				
Purchase of fixed assets, including intangible assets	(1,675.89)		(1,861.34)	
Capital WIP	72.70		386.53	
Capital advances	271.60		(535.24)	
Increase in Non-Current Investments	(5.00)		-	
(Increase)/Decrease in Fixed Deposits	-		1,450.00	
(Increase)/Decrease in Earmarked balance with bank in Escrow account	(0.94)		(0.91)	
Interest received	226.30		435.52	
		(1,111.23)		(125.44)
Net cash flow used in investing activities (B)		(1,111.23)		(125.44)
Cash flows from financing activities				
Repayment of long term borrowings	(1,035.46)		(1,038.25)	
Dividend Paid (including Distribution Tax)	(2,186.30)		(1,821.81)	
Interest paid	(276.36)		(407.04)	
		(3,498.12)		(3,266.90)
Net cash flow from/ (used in) in financing activities (C)		(3,498.12)		(3,266.90)
Net increase/ (decrease) in cash & cash equivalents (A+B+C)		(123.23)		434.34
Cash & cash equivalents at the end of the year - (D)		3,436.84		3,559.07
Cash & cash equivalents at the beginning of the year - (E)		3,559.07		3,124.73
Net Change in Cash & Cash equivalent - (D-E)		(123.23)		434.34

Significant Accounting Policies and Notes annexed form integral part of Financial Statements

As per our attached Report of even date

For S VENKATRAM & CO.

Chartered Accountants

ICAI Regn No. 004656S

(S. SUNDARRAMAN)

Partner

M. No. 201028



T S Khwaja
Chairman

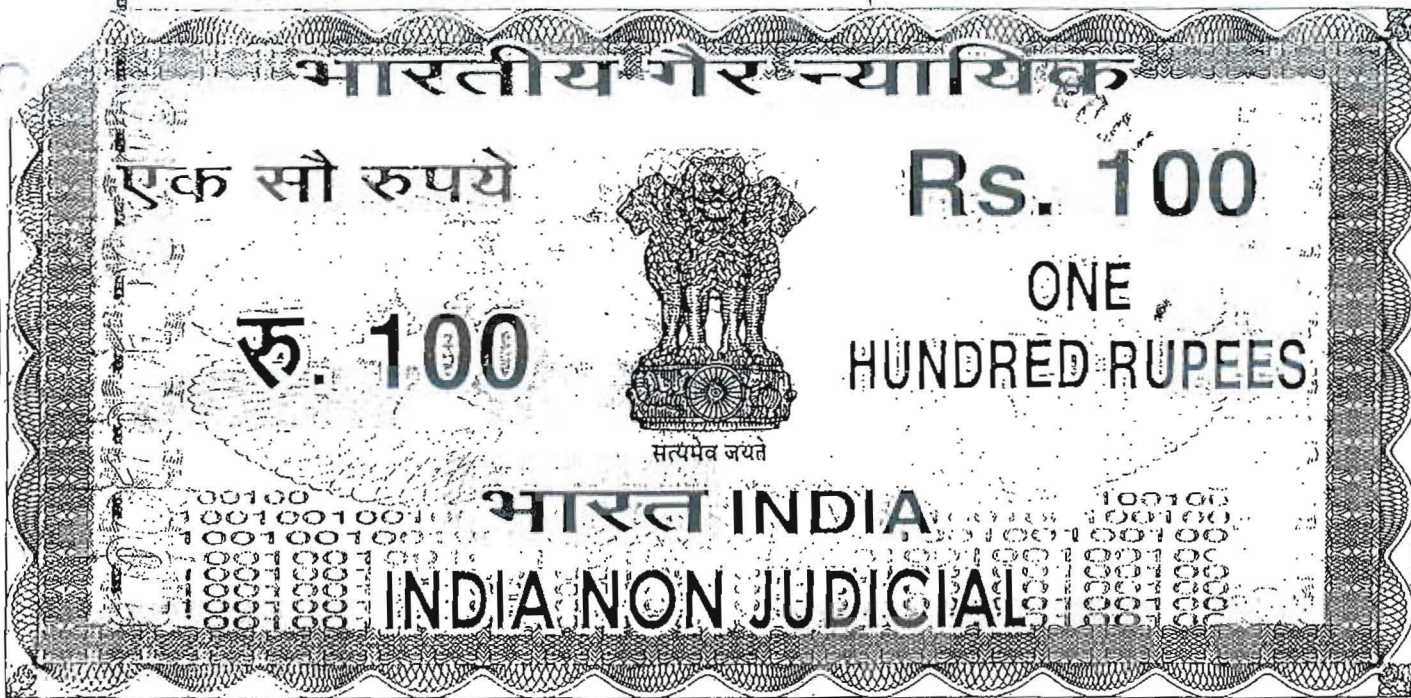
R Sitharthan

CEO

Paul Workman
Director

D Ganesh
CFO & Company
Secretary

Place: Bangalore
Date: 03rd May 2016



दिल्ली DELHI

K 705373

CONCESSION AGREEMENT

This CONCESSION AGREEMENT ("Agreement") is made on the 19th day of March, 2010 by and between:

DELHI INTERNATIONAL AIRPORT LIMITED, a company incorporated with limited liability under the Companies Act, 1956, having its registered office at New Udaan Bhawan, Terminal 3, Opposite ATS Complex, International Terminal, Indira Gandhi International Airport, New Delhi - 110 037 (hereinafter referred to as "DIAL", which expression shall be deemed to include its successors and permitted assigns);

and

INDIAN OIL SKY TANKING LIMITED, a company organized and existing under the laws of India and having its registered office at Fuel Farm Facility, Bangalore International Airport, Devanahalli, Bangalore 560300 (hereinafter referred to as the "Selected Bidder", which expression shall unless the context requires otherwise include its successors and assigns); or

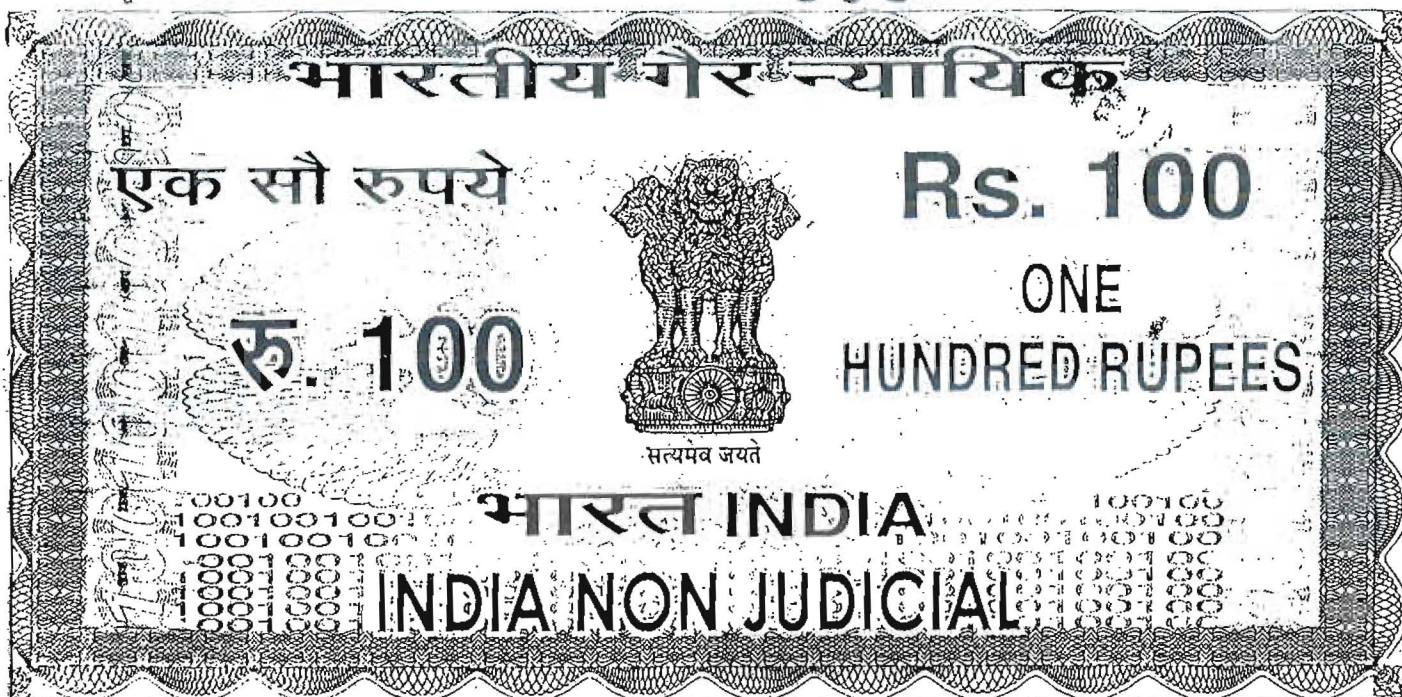
Each of the Selected Bidder and DIAL are individually referred to as "Party" and collectively as "Parties".

WHEREAS:

The Airports Authority of India (hereinafter referred to as "AAI" and more particularly defined hereinafter) and DIAL, have entered into the OMDA (as more particularly defined hereinafter) pursuant to which DIAL has been awarded an exclusive concession by the AAI to develop, finance, design, construct, modernize, operate, maintain, use and regulate the use by third parties of the Airport (as more particularly defined hereinafter).

DIAL

CONCESSIONAIRE



दिल्ली DELHI

K 705375

- B. Pursuant to the terms of the concession granted to DIAL by AAI, DIAL has the right to enjoy complete and uninterrupted possession and control of the Airport for the purpose of providing Aeronautical Services and Non-Aeronautical Services (as defined under OMDA). The ITP Services (hereinafter defined) are to be provided as a part of the Aeronautical Services under the OMDA.
- C. DIAL had accordingly invited proposals by its Request for Proposal dated May 28, 2009 (the "RFP") for selection of Selected Bidder for procurement, installation, maintenance and operation of the ITP Assets and for provision/operation, management and maintenance of the ITP Services.
- D. After evaluation of the bids received, DIAL had accepted the bid of the Selected Bidder and issued its Letter of Award, dated October 13, 2009 (hereinafter called the "LOA") to the Selected Bidder requiring, *inter alia*, the execution of this Concession Agreement within 10 (ten) days of the date of issue thereof.
- E. The Selected Bidder has represented to DIAL that it has all required experience, expertise, capability and know-how for procurement, installation, maintenance and operation of the ITP Assets and for provision/operation, management and maintenance of the ITP Services at the Airport. The Selected Bidder has commenced all necessary actions for the incorporation of the Concessionaire and the Parties have agreed that pending the incorporation of the Concessionaire, DIAL may enter into the Concession Agreement with the Successful Bidder, on the understanding that this Agreement shall stand fully novated to the Concessionaire within the period set forth for the same in this Agreement, whereupon all rights and obligations under this Agreement shall be discharged by the Concessionaire.
- F. In furtherance of its selection, the Selected Bidder has agreed to execute and deliver a corporate guarantee with DIAL as a guarantee for performance by the Concessionaire of its obligations and duties under this Agreement.
- G. Parties have decided to enter into this Agreement based upon the terms and conditions appearing hereinafter.

NOW THEREFORE, in consideration of the provisions and mutual covenants contained herein, it is hereby agreed by and between the Parties as follows:

DIAL

CONCESSIONAIRE

PAGE 2

IN WITNESS whereof these presents have been entered into the day and year first above written.

Signed for and on behalf of
DELHI INTERNATIONAL AIRPORT)
PRIVATE LIMITED
By a duly authorized representative)
in the presence of:)

Pradeep Panicker
19/3/2010

Signature of witness

Signature of authorised representative

Name and address of witness
Navnet Sharma
An. Mer Dhar

Name of authorised representative
(PRADEEP PANICKER)

Signed for and on behalf of
INDIAN OIL SKYTANKING LIMITED)
by a duly authorized representative)
in the presence of:)

19/3/10

Signature of witness

Signatures of authorised representatives

D. Ganesh
C/o CS, IOL
Name and address of witness

(1) R. Ravi Kumar
Name of authorised representative

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दिल्ली DELHI

L 552871

INTO PLANE AGENT AGREEMENT

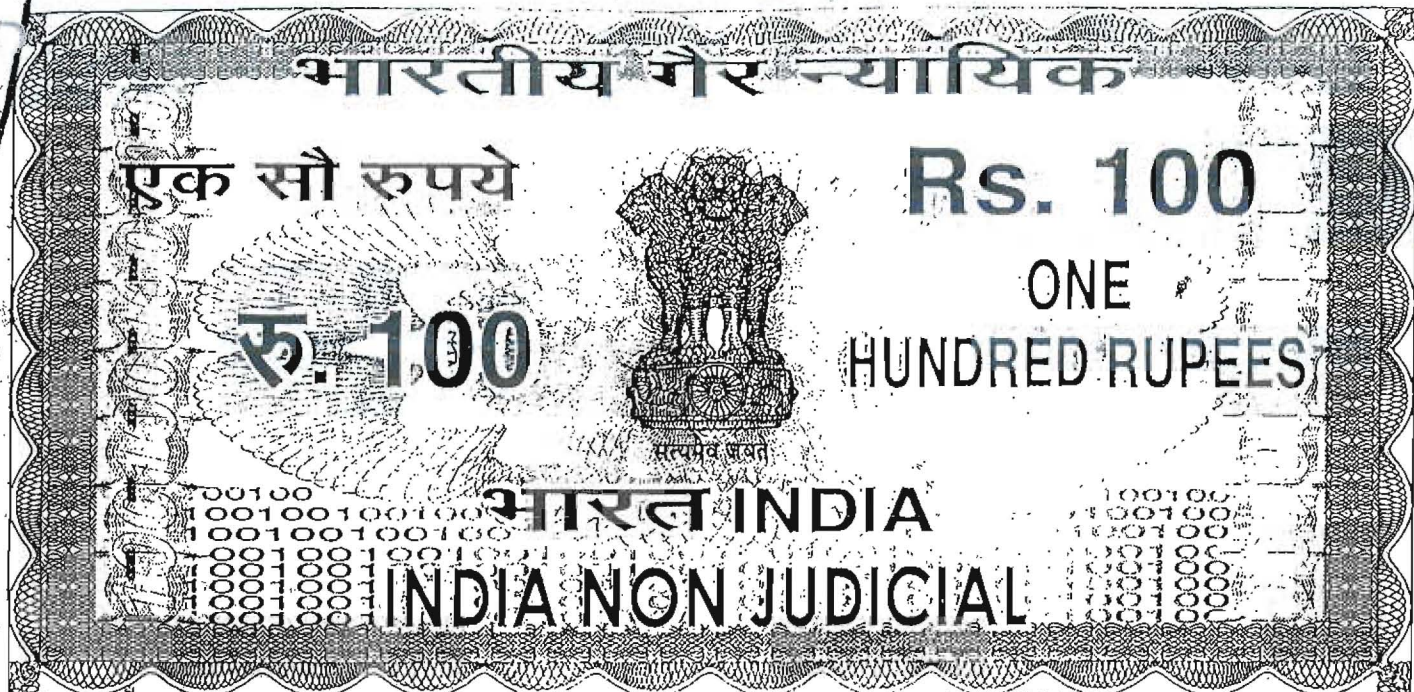
This INTO PLANE AGENT AGREEMENT ("Agreement") is made on 13th July, 2010 at New Delhi

BETWEEN

M/s Indian Oil Skytanking Delhi Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Fuel Farm Facility, Bangalore International Airport, Devanahalli, Bangalore 560300 (hereinafter referred to as the **Into Plane Agent**, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its executors, administrators, successors and permitted assigns) of the First Part;

AND

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दिल्ली DELHI

L 552870

M/s Hindustan Petroleum Corporation Limited, a Company formed under the provisions of the Companies Act, 1956, having its office at Aviation SBU, Hindustan Bhavan, 8, Shoorji Vallabhdas Marg, Ballard Estate, Mumbai - 400 001, India (hereinafter referred to as the **Supplier**, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its executors, administrators and permitted assigns) of the Second Part.

The Supplier and the Into Plane Agent shall hereinafter, be individually referred to as the '**Party**' and collectively as the '**Parties**', as the case may be.

Whereas

- A. The Supplier (defined hereunder) is a supplier of ATF to Aircrafts (defined hereunder) and has entered/has an intention to enter into a valid agreement with M/s Indian Oil Skytanking Limited (hereinafter referred to as the "**Supplier Agreement**"), who is the "**Operator**" (defined hereunder) of the Facility (defined hereunder) for the supply, storage and distribution of ATF (defined hereunder) at the Airport (defined hereunder);

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IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed the day and year first above written.

SIGNED for and on behalf of
Hindustan Petroleum Corporation Limited
by: Mr. R. Radhakrishnan
Head - Aviation SBU

For HINDUSTAN PETROLEUM CORPORATION LTD.
)
)
) *[Signature]*
) R. RADHAKRISHNAN
) Constituted Attorney
) 13/7/10

SIGNED for and on behalf of
Indian Oil Skytanking Delhi Private
Limited
by: Mr. D. Ganesh
Chief Financial Officer

)
) *[Signature]*
)
) 13/07/2010
)

WITNESSES:

1) *[Signature]*
(S. J. BRAMHIZ)
Name & Address:

2) *[Signature]*
13/7
(R. Ravi Kumar)
Name & Address:



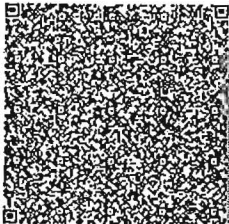
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INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No. : IN-KA25856977841472I
 Certificate Issued Date : 17-Sep-2010 11:17 AM
 Account Reference : SHCIL (FI)/ ka-shcil/ SRO SHIVAJINAGAR/ KA-BA
 Unique Doc. Reference : SUBIN-KAKA-SHCIL41644571200328I
 Purchased by : INDIANOIL SKYTANKING LTD
 Description of Document : Article 12 Bond
 Description : AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : INDIANOIL SKYTANKING LTD
 Second Party : SHELL MRPL AVIATION FUELS AND SERVICES PVT LTD
 Stamp Duty Paid By : INDIANOIL SKYTANKING LTD
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

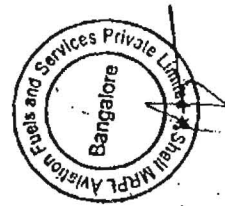
Authorized Signatory
for Stock Holding Corporation of India Ltd



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THIS STAMP PAPER FORMS AN INTEGRAL PART OF INTO PLANE AGENT AGREEMENT ENTERED INTO BETWEEN INDIANOIL SKYTANKING LTD, BANGALORE AND SHELL MRPL AVIATION FUELS AND SERVICES PRIVATE LTD, BANGALORE EXECUTED AT BANGALORE ON 20/09/2010.



Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs)
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilstamp.com"

561



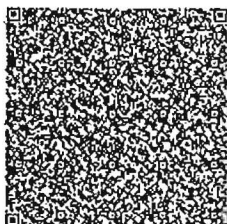
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INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No. : IN-KA258572412456731
Certificate Issued Date : 17-Sep-2010 11:17 AM
Account Reference : SHCIL (FI)/ ka-shcil/ SRO SHIVAJINAGAR/ KA-BA
Unique Doc. Reference : SUBIN-KAKA-SHCIL416448473014621
Purchased by : INDIANOIL SKYTANKING LTD
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : INDIANOIL SKYTANKING LTD
Second Party : SHELL MRPL AVIATION FUELS AND SERVICES PVT LTD
Stamp Duty Paid By : INDIANOIL SKYTANKING LTD
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

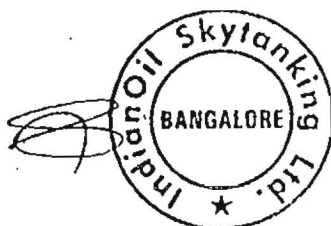
Authorized Signatory
for Stock Holding Corporation of India Ltd.



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THIS STAMP PAPER FORMS AN INTEGRAL PART OF INTO PLANE AGENT AGREEMENT ENTERED INTO BETWEEN INDIANOIL SKYTANKING LTD, BANGALORE AND SHELL MRPL AVIATION FUELS AND SERVICES PRIVATE LTD, BANGALORE EXECUTED AT BANGALORE ON 20/09/2010.



Statutory Alert:

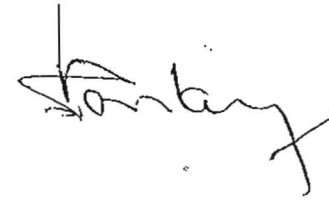
1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilstamp.com"

562

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed the day and year first above written.

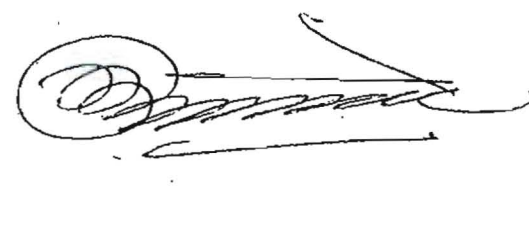
SIGNED for and on behalf of
Shell MRPL Aviation Fuels &
Services Private Limited
by: Mr. Sanjay Varkey
Chief Executive Officer

)
)
)
)
)
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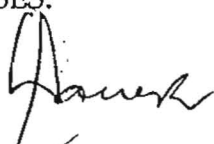
SIGNED for and on behalf of
Indian Oil Skytanking Delhi Private
Limited
by: T.S. Dupare
Chief Executive Officer

)
)
)
)
)
)



WITNESSES:

1)



Name & Address:

D. GANESH
CFO & CS,
IOSL,
BANGALORE

2)



Name & Address:

R. P. JOSHI, Head S & D,
Shell MRPL Aviation
Bangalore - 52.



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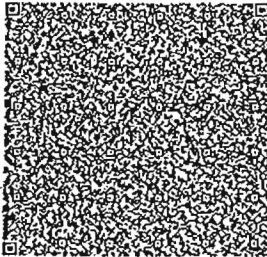
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INDIA NON JUDICIAL

Government of Karnataka

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Certificate No.	: IN-KA409147534983000
Certificate Issued Date	: 19-Nov-2016 03:46 PM
Account Reference	: NONACC (FI)/ kaksfcl08/ YELAHANKA6/ KA-BA
Unique Doc. Reference	: SUBIN-KAKAKSFCL08315009351956070
Purchased by	: INDIANOIL SKYTANKING DELHI PVT LTD
Description of Document	: Article 12 Bond
Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: JET AIRWAYS INDIA LTD AND JET LITE INDIA LTD
Second Party	: INDIANOIL SKYTANKING DELHI PVT LTD
Stamp Duty Paid By	: INDIANOIL SKYTANKING DELHI PVT LTD
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF INTO PLANE AGENT AGREEMENT ENTERED INTO BETWEEN INDIANOIL SKYTANKING DELHI PRIVATE LIMITED, BANGALORE AND JET AIRWAYS (INDIA) LIMITED AND ITS WHOLLY OWNED SUBSIDIARY JET LITE (INDIA) LIMITED, MUMBAI EXECUTED AT BANGALORE ON 24th NOVEMBER 2016



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**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on the Certificate renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

564

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed the day and year first above written.

SIGNED for and on behalf of
IndianOil Skytanking Delhi Private
Limited
by: Mr. T S Dupare
Chief Executive Officer



SIGNED for and on behalf of
Jet Airways (India) Limited and its wholly
owned subsidiary Jet Lite (India) Ltd.

By: Mr. Amit Agarwal,
Chief Financial Officer,
Jet Airways (India) Ltd.

Amit Agarwal



&

Mr. Ashok Barimar, Director
Jet Lite (India) Ltd.

Ashok Barimar



WITNESSES:

1)

Prashant Shinde
Name & Address:
Jet Airways (India) Ltd.

2)

Name & Address:
Poonam Makhijani
Jet Airways (India) Ltd.

(3)

S. G. Soman
Indian Oil Skytanking (India) Ltd.



दिल्ली DELHI

L 552866

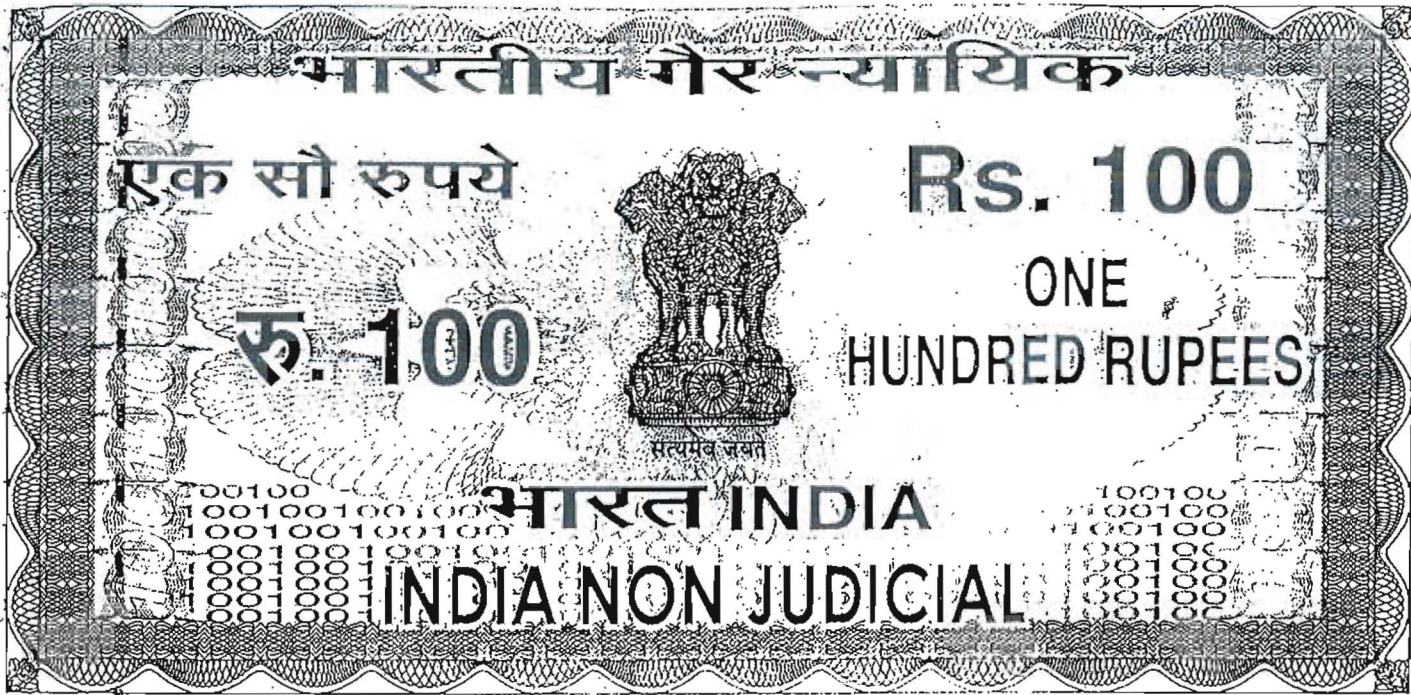
INTO PLANE AGENT AGREEMENT

This INTO PLANE AGENT AGREEMENT ("Agreement") is made on 13th July, 2010 at New Delhi

BETWEEN

M/s Indian Oil Skytanking Delhi Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Fuel Farm Facility, Bangalore International Airport, Devanahalli, Bangalore 560300 (hereinafter referred to as the Into Plane Agent, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its executors, administrators, successors and permitted assigns) of the First Part;

AND



दिल्ली DELHI

L 552867

M/s Indian Oil Corporation Limited, a Company formed under the provisions of the Companies Act, 1956, having its registered office at Indian Oil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (E) Mumbai-400051, India (hereinafter referred to as the **Supplier**, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its executors, administrators and permitted assigns) of the **Second Part**.

The Supplier and the Into Plane Agent shall hereinafter, be individually referred to as the '**Party**' and collectively as the '**Parties**', as the case may be.

Whereas

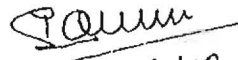
- A. The Supplier (defined hereunder) is a supplier of ATF to Aircrafts (defined hereunder) and has entered/has an intention to enter into a valid agreement with M/s Indian Oil Skytanking Limited (hereinafter referred to as the "**Supplier Agreement**"), who is the "**Operator**" (defined hereunder) of the facility (defined hereunder) for the supply, storage and distribution of ATF (defined hereunder) at the Airport (defined hereunder);

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IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed the day and year first above written.

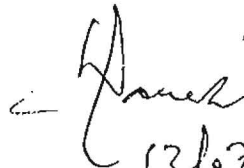
SIGNED for and on behalf of
Indian Oil Corporation Limited
by: Mr. R. Sareen
Executive Director

)
)
)
)


13/07/10

SIGNED for and on behalf of
Indian Oil Skytanking Delhi Private
Limited
by: Shanish
Chief Executive Officer

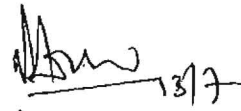
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)
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)


13/07/2010

WITNESSES:

1)

2)


13/7
(R. RAVIN KUMAR)

Name & Address:

Name & Address:

568

price of property or services; any guarantee, indemnity or other assurance against financial loss of any person, firm or company; and all indebtedness and obligations of the types described in the foregoing clauses to the extent secured by any Encumbrance on any property or asset owned or held by that person regardless of whether the indebtedness secured thereby shall have been assumed by that person or is non-recourse to the credit of that person.

"Certificate of Operational Readiness" means the certificate issued by the Independent Consultant upon the successful completion of Airport Trial Operations.

"Commencement" means formal commencement of commercial operations of the ITP Services at the Airport after obtaining the Certificate of Operational Readiness.

"Commencement Date" means the date on which Commencement shall occur which shall not be later than the Terminal Opening Date.

"Concession" means the non-exclusive right and concession awarded to the Concessionaire for procurement, installation, maintenance and operation of the ITP Assets and for provision/operation, management and maintenance of the ITP Services, subject to the terms and conditions of this Agreement.

"Concession Fee" means the fee of 5% of the monthly Gross Revenue payable by the Concessionaire to DIAL on a monthly basis. The Concession Fee shall be exclusive of any Taxes which shall be borne by the Selected Bidder/Concessionaire.

"Concession Period" means the period commencing from the Commencement Date until the expiry of 10th anniversary of the Commencement Date, unless terminated earlier in accordance with this Agreement.

"Concessionaire" means the Special Purpose Company incorporated/to be incorporated by the Selected Bidder for the purposes of procurement, installation, maintenance and operation of the ITP Assets and for provision/operation, management and maintenance of the ITP Services, in accordance with the provisions of this Agreement.

"Delay Interest" means rate of interest @ 18% Per Annum.

"Depot" or "ITP Depot" means that building and parking space as provided for in Clause 4 hereof, and/or any expansion thereof, to which the Concessionaire is granted rights of access and use for its parking area and maintenance workshop, more fully described in Part I of Schedule B.

"Depot Land" shall mean unpaved land of approximately 3500 square meters, allocated to the Concessionaire and the Other ITP Concessionaire for the Depot, as described in Schedule B.

"DIAL's Auditors" means any firm of auditors appointed by DIAL, from time to time.

"Dispute" shall have the meaning ascribed to it in Clause 24.1.

"Encumbrance" includes any mortgage, pledge, lien, charge, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement, or other agreement or arrangement the effect of which is the creation of security.

"Escrow Account" shall have the meaning ascribed to the term in Clause 5.4 hereof.

"Escrow Agreement" shall have the meaning ascribed to the term in Clause 5.4 hereof and shall be in the form set forth in Schedule R.

PP
DIAL

M
CONCESSIONAIRE

Annexure-VIII

(In Rupees/KL)

TARIFF CARD OF M/s IOSL FOR PROVIDING ITP SERVICES AT IGI AIRPORT, NEW DELHI

TARIFF YEAR	Aircraft Fuelling	Aircraft De-Fuelling		Aircraft Re-Fuelling De- Fuelled Product into an	
		Within 6 Hrs.	Beyond 6 Hrs.	Within 6 Hrs.	Beyond 6 Hrs.
FY. 16-17 (01.04.2016 TO 31.03.2017)	199.67	199.67	299.51	249.59	299.51
FY. 17-18 (01.04.2017 TO 31.03.2018)	209.66	209.66	314.49	262.08	314.49