

**CONDITIONS OF USE FOR AIRPORT USERS OPERATING AT
NOIDA INTERNATIONAL AIRPORT (NIA)**

Effective Date: 15th June 2026

GLOSSARY

ASCO	Aviation Security Compliance Officer
AEP	Airport Entry Permit
AIP	Aeronautical Information Publication
AOP	Air Operator Permit
APOC	Airport Operations Centre
APU	Auxiliary Power Unit
ARFF	Aircraft Rescue and Firefighting
ASG	Aviation Security Group
ASM	Airport Services Manual/Ad Hoc Schedule Message
AVN	Aviation Insurance
ACS	Access Control System
APHO	Airport Health Organization
BCAS	Bureau of Civil Aviation Security
BIS	Bureau of Indian Standards
BME	Bridge Mounted Equipment
BPM	Baggage Process Message
BRS	Baggage Reconciliation System
BSM	Baggage Service Message
BG	Bank Guarantee
BTM	Baggage Transfer Message
BUM	Baggage Unload Message
CAR	Civil Aviation Requirement
CASO	Chief Aerodrome Security officer
C&DW	Construction & Demolition Waste
CISF	Central Industrial Security Force
CTE	Consent to Establish
CTO	Consent to Operate
CUSS	Common Use Self Service
CUTE	Common User Terminal Equipment
COA	Aircraft Certificate of Airworthiness
CPE	Customer Premise Equipment
CPM	Container/Pallet Distribution Message
CRC	Crew Reception Centre
CCTV	Closed Circuit Television
CSO	Chief Security Officer
DGCA	Directorate General of Civil Aviation
DIV	Aircraft Diversion Message
EBS	Early Baggage Storage
EC	Environment Clearance
ESG	Environmental, Social and Governance
EMP	Environment Management Plan
EHS	Environment, Health and Safety

FEGP	Fixed Electric Ground Power
FFRC	Family, Friends Reception Centre
FMM	Fuel Monitoring Message
FWD	Forward Baggage Message
GoI	Government of India
GHA	Ground Handling Agent
GPS	Global Positioning System
GPU	Ground Power Unit
GSE	Ground Support Equipment
IATA	International Air Transport Association
AHM	Airport Handling Manual
ICAO	International Civil Aviation Organization
ICT	Information and Communications Technology
IGBC	Indian Green Building Council
IST	Indian Standard Time
LDM	Load Message
MoCA	Ministry of Civil Aviation
MOWP	Method of Working Plan
MT	Metric Tonnes
MVT	Aircraft Movement Message
MTOW	Maximum Take-Off Weight
MVT	Aircraft Movement Message
MQS	Minimum Quality Standards
NBC	National Building Code
NFPA	National Fire Protection Association
NIA	Noida International Airport
OEM	Original Equipment Manufacturer
PAX	Passenger
PAL	Passenger Assistance List
PAN	Permanent Account Number
PBB	Passenger Boarding Bridge
PCA	Pre-conditioned Air Units
PRL	Passenger Reconciliation List
PSM	Passenger Service Message
PTM	Passenger Transfer Message
RA	Reunion Area
SBD	Self-Baggage Drop
STD	Standard Time of Departure
SLA	Service Level Agreement
SLS	Statistical Load Summary
SPOC	Single Point-of-Contact
SSIM	Standard Schedules Information Manual
TAN	Tax-deduction Account Number
TMRS	Trunk Mobile Radio System
TPM	Teletype Passenger Manifest

UTC

Universal Time Co-ordinated

WMF

Waste Management Facility

YIAPL

Yamuna International Airport Private Limited

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CONDITIONS OF USE FOR AIRPORT USERS

This Conditions of Use (“**CoU**”) is available and accessible on Noida International Airport’s (NIA) website (www.niaairport.in) owned and managed by YIAPL.

Nothing contained herein shall be construed or interpreted as conferring a right on any existing or prospective Airport User to use or continue to use, whether on common basis or on exclusive basis, any of the Airport Activities and Facilities without the prior written permission of YIAPL.

By making a request or an application to use or otherwise accessing and/or starting to use the Airport Activities and Facilities at NIA, each Airport User signifies its consent to be unconditionally bound by the terms of this CoU as well as other policies, instructions, procedures or processes made applicable by YIAPL and/or Relevant Authority, from time to time, in relation to the subject matter of this CoU and further undertakes to adhere to the terms and conditions herein. This CoU is binding on the Airport Users, and it shall be deemed to be an enforceable agreement with YIAPL from the date of access or usage of the Airport Activities and Facilities by them until the time such Airport Activities and Facilities are being utilized or used by such Airport Users. The publication of this CoU on the NIA website shall be considered sufficient notice thereof to the Airport User(s) and it shall be the sole responsibility of the Airport User(s) to keep itself updated on the changes and amendments hereto. The absence of a written acknowledgement of this CoU from Airport Users shall have no bearing on the legal validity or admissibility hereof.

In the event of any ambiguity or inconsistency arising between or among provisions (“**conflicting provisions**”) of this CoU and any present or future agreements, the Airport User(s) and YIAPL (hereinafter collectively refer to as “**Parties**”) shall endeavour to interpret and reconcile such conflicting provisions in a manner that gives effect to the intent of the parties as expressed in the agreements and this CoU, to the fullest extent possible, and to achieve harmony and coherence between the conflicting provisions. In the event the reconciliation is not possible or arrived at between the Parties with respect to the conflicting provisions then the decision of YIAPL shall be final and conclusive.

In case of non-compliance or non-adherence of this CoU, YIAPL reserves the right to initiate appropriate action against the Airport User which may include restricting the Airport User from using and accessing the Airport Activities and Facilities, either in whole or in part and either conditionally or otherwise. This shall be without prejudice to the rights of YIAPL to initiate any other remedy available hereinunder or as per the applicable law in force and equity.

1. AIRPORT ACTIVITIES AND FACILITIES

- 1.1. YIAPL has been awarded a concession for the 'Development of Greenfield Noida International Airport' on Design, Build, Finance, Operate and Transfer (DBFOT) basis at Jewar, Gautam Buddha Nagar, Uttar Pradesh through a concession agreement dated 7th October 2020 ("**Concession Agreement**"). Pursuant to the Concession Agreement, YIAPL has been granted the exclusive right, license and authority to develop, operate and maintain the Airport. Accordingly, YIAPL is duly authorized to undertake and provide certain activities and facilities, more particularly set forth in Schedule C to the Concession Agreement ("**Airport Activities and Facilities**").
- 1.2. When using the Airport Activities and Facilities and accessing the NIA, the Airport Users must comply with this CoU, Applicable Laws, Good Industry Practice as well as other policies, instructions, procedures or processes issued or made applicable from time to time by YIAPL and/or the Relevant Authority in relation to the subject matter of this CoU.
- 1.3. While using the Airport Activities and Facilities, the Airport Users shall, at all times:
 - (i) ensure not to interrupt, interfere with or obstruct the use of Airport Activities and Facilities by any other Airport User or Person authorized/ permitted by YIAPL;
 - (ii) ensure that standards of duty of due care are applied to prevent loss or damage to the Airport property or the environment as well as not to cause injury to any Person at the Airport;
 - (iii) ensure not to cause damage to the Airport equipment or cause disruption to the services at the Airport, whether such equipment or services are provided by YIAPL directly or through its concessionaires or service providers;
 - (iv) promptly notify YIAPL of any damage to the Airport equipment or any circumstance that poses a threat to YIAPL's Airport equipment or services provided to the Airport Users. The Airport User(s) shall, at the instruction of YIAPL, relocate or repair, at its own cost and risk, YIAPL's equipment/ installations or services to such location as may be specified by YIAPL. In the event, any damage to any equipment, services or property is found by YIAPL and had not been reported, re-located or rectified by the Airport User then YIAPL shall have the right to recover the cost of repair, relocation or replacement thereof from the Airport User;
 - (v) not to use the Airport Activities and Facilities for any unauthorized or illegal purpose;
 - (vi) use the Airport Activities and Facilities in accordance with the directions and/or instructions issued by YIAPL from time to time; and
 - (vii) not to use the Airport Activities and Facilities without prior written approval of YIAPL.
- 1.4. The Airport User agrees and acknowledges that the Airport User with all its personnel/staff/contractors are independent operators and contractors, and neither the Airport User nor any Person employed, contracted or affiliated with it shall be deemed or represented in any manner to be YIAPL's employee, agent, or contractor. The responsibility and liability of paying the wages/ salary, other emoluments and

any other consideration of any nature whatsoever to their own employee, staff, agent and contractors shall solely be that of the Airport User.

- 1.5. The Airport User agrees that any public communication referencing Noida International Airport or use of the airport logo must adhere to approved brand guidelines of YIAPL and will require prior written approval from YIAPL.
- 1.6. It shall be the Airport User's responsibility to obtain all the required approvals, licenses, registrations, permits, insurance, authorizations, consents, clearances, no objection certificates, permissions, rulings, exemptions or other authorizations of whatsoever nature which is required to be obtained, procured or maintained under Applicable Laws in relation to any Airport Activities and Facilities. The Airport User shall also be responsible for procuring and maintaining, at its own cost, such insurances, as may be required under Applicable Laws or are customary to be procured and maintained in accordance with Good Industry Practice in relation to Airport Activities and Facilities. Without prejudice to the generality of the foregoing, the Airport User shall, in relation to use or operation of motor vehicle at the Airside/Airport, ensure that the driver of such vehicle is medically fit, in possession of valid driving license and shall adhere to the Standard Operating Procedures which shall be shared separately with User. at the Airside/Airport.
- 1.7. The Airport User acknowledges that there may be occasions when the Airport Activities and Facilities are unavailable or suspended or withdrawn for unavoidable reasons. In such instances, YIAPL shall, as soon as and as far as reasonably practicable, notify the Airport User of the unavailable, suspended or withdrawn Airport Activities and Facilities and shall reasonably endeavor to provide an alternate to such unavailable, suspended or withdrawn Airport Activities and Facilities. In any case and in all such instances, the Airport Users shall render all possible cooperation to YIAPL including its employees, contractors, agents and service providers.
- 1.8. The Airport User represents and agrees it has read and understood the Concession Agreement (available at <https://www.civilaviation.gov.in/ministry-documents/airports-documents>) and its implications thereof. It shall be deemed that the Airport User has full knowledge and understanding of the Concession Agreement at all times during the course of access and/or use of the Airport Activities and Facilities.
- 1.9. It is hereby clarified that all relevant policies, procedures, plans, and practices shall be binding on the Airport User(s) and enforceable under this CoU. The Airport User(s) acknowledges and agrees that it has reviewed and understood all those relevant policies, procedures, plans and practices made available to User. By entering into this CoU and using Airport Activities and Facilities at NIA, the Airport User(s) agrees to comply with and shall be bound by these policies procedures, plans and practices.
- 1.10. The Airport User must adhere to the applicable Standard Operating Procedure ("**SOP**") governing the use of the particular Airport Activities and Facilities. The tentative list of the Standard Operating Procedure ("**SOP**") is mentioned in the Schedule A.

2. MANDATORY INFORMATION

- 2.1. The following personnel shall be designated as Point of Contact on behalf of YIAPL to receive all notices, communication, requests from the Airport Users:

Name
 Designation
 E-mail
 Mobile

2.2. The Airport Users should provide the below information to the Point of Contact designated by YIAPL prior to utilizing Airport Activities and Facilities. This list includes the requirements from all different types of Users at NIA:

		Requirements
Operational		<ol style="list-style-type: none"> 1. Copy of approval for traffic rights 2. Application for the slot offer 3. Copy of Approval of Air Operator Permit (AOP) from the concerned Civil Aviation Authority 4. Aircraft Certificate of Airworthiness (COA) & other Aircraft related certificates 5. Certificate of Aircraft configuration and MTOW 6. Noise related certificates 7. Certificate of Registration 8. Airworthiness Review Certificate (ARC) 9. Weight Schedule 10. Regional Connectivity Scheme certificates 11. Any other certificate as may be specified by YIAPL
Security		<ol style="list-style-type: none"> 1. Obtain security clearance from DG BCAS (through E Sahaj portal) 2. Approval of respective security program from DG BCAS 3. Submission of valid quality control program 4. Designate CSO/ Assistant CSO of respective concessionaires/ auxiliary service provider/ GHA/ regulated agent, qualified in mandatory AVSEC courses and possessing valid certification 5. Each employee of the concessionaire/ auxiliary service provider/ stakeholder, RA and GHA should have valid background check from the authorized government agency 6. Such other requirement as may be specified by YIAPL
Safety & Assurance		<ol style="list-style-type: none"> 1. Copy of Stakeholder Safety Policy and SMS manual 2. Copy of Stakeholder Safety plan/Station SMS Manual that is compatible and integrated with NIA Safety policy, NIA SMS manual and NIA Safety guidelines. 3. Copy of HIRA [Hazard identification and risk assessment] for operations in coordination with YIAPL. 4. Records of safety trainings programs and SPI's [Safety performance indicators] in coordination with YIAPL 5. Safety audits collaboration and implementation as per NIA Assurance manual and NIA SMS manual. 6. Any other requirement may be specified by YIAPL.

- Crisis Management**
 1. Copy of Emergency Response Plan (ERP) as per ICAO ASM Doc 9137 Part 7/ ICAO Annex 19 – Safety Management/ ICAO Doc 9859 that should be compatible and integrated with NIA Airport Emergency Plan & Disaster Management Plan.
 2. Copy of Disabled Aircraft Removal Plan (DARP) as per ICAO ASM Doc 9137 Part 5 that should be compatible and integrated with NIA Disabled Aircraft Removal Plan.
 3. Copy of valid Certificate of Membership with an Aircraft Recovery Pool (e.g., IATA/IATP), or a Letter of Agreement with a recognized Aircraft Recovery Agent.
 4. An emergency contact list for publication in Airport Emergency Plan that will be verified on monthly basis for corrections/ accuracy. The contacts included in the emergency contact list may receive emergency alerts & notifications and shall be responsible to activate their team and resources as necessary.
- ARFF**
 1. Aircraft Rescue Charts as per type of aircraft intend to operate.
 2. A list of dangerous goods handling expert(s) from ICT
- Administrative / Finance**
 1. Certificate of Incorporation and Registration and Shareholding pattern
 2. Insurance copies/clauses: (comprehensive property insurance; comprehensive 3rd party and public liability insurance; AVN 52 insurance)
 3. Document reflecting registration of airline codes in the Customs EDI
 4. Copy of Permanent Account Number (PAN) and Tax Deduction Number (TAN) as issued by Income Tax Department
 5. Copy of GST Registration number
 6. Bank Guarantee equivalent to 3 months of aero billing
 7. Security Deposit equivalent to 3 months of the total space billing
 8. Security Deposit equivalent to 6 months of IT billing value
- Other details**
 1. Agreement between the Airline and the lounge operator at NIA (if applicable)
 2. Soft Copy of Airline logo and signage in CAD/CORAL format (dimensions, etc to be included)
 3. Confirmation of signing of agreements with other service providers
- Contact Details**
 1. HQ Office Contact Details:

Designation	Name	Contact No.	Email ID
Chief Executive Officer			
Chief Commercial Officer			
Chief Operating Officer			
Chief Finance Officer			
Chief of Flight Safety			
Deputy Chief of Flight Safety			

2. Local Office Contact Details:

Designation	Name	Contact No.	Email ID
Country Manager			-

- Operations Head - India -
- Airport Manager – Local -
- Finance SPOC
- SPOC for billing
- IT SPOC
- Safety In-charge
- Chief Security Officer - India
- Environment &
- Sustainability SPOC

3. Single Point of contact at Airport along with address and contact details

Name	
Designation	
Email ID	
Mobile No	

- 4. Address of the registered office in India
- 5. Authorized signatory along with proof of authorization

The information sought under this clause is only illustrative and not exhaustive, YIAPL reserves the right to seek any additional information or document from the Airport User. In the event if the Airport User defaults in providing the information illustrated in the aforesaid table or requested by YIAPL then such default shall be considered as material breach on the part of the Airport User which shall entitle YIAPL to enforce appropriate remedies including but not limited to restricting the Airport User to access and/or use the Airport Activities and Facilities.

3. ALLOCATION AND HANDLING OF SPACE

- 3.1. The Airport Users shall submit a written request to YIAPL for allotment of land/space as may be required by such Users in connection with the utilization of Airport Activities and Facilities. The said request for land/space may be for the purposes of office, hangar, aircraft parking and like purposes. The written request submitted by the User shall, include without limitation: (a) the purpose for which the User proposes to use the area (i.e., to meet the admin / engineering / aircraft maintenance / parking of equipment, vehicle / storage, etc); and (b) the area (in square meter) required by the Airport User at the Airport in connection with the proposed activity .
- 3.2. On receipt of the request for allocation of space, YIAPL may allocate / provide such space/ area requested by the Airport Users on such commercial terms, as communicated by YIAPL on case-to-case basis. Fulfilment of any such request shall always be subject to availability of the land/ space at the Airport. YIAPL, while allocating such land/space/ area, shall take into consideration the following indicative factors:
 - (i) Purpose: The purpose and the nature of the activity for which the space /area is sought for;
 - (ii) Existing operations of the Airport User and compliance with the CoU;
 - (iii) Credit History: The past conduct, promptness and regularity of payments to YIAPL or any of its authorised agencies and/or concessionaires;

- (iv) Disputes: The history of litigations and claims and/or any disputes pending or threatened by or against the Airport User;
 - (v) Availability of space, security clearance, duration of use or other factors as deemed appropriate by YIAPL;
 - (vi) specific conditions, if any, stipulated by YIAPL or under the Applicable Laws;
 - (vii) compliance with the terms of the Concession Agreement and the impact on the efficiency and effectiveness of the operations at the Airport.
- 3.3. As a pre-condition of allocation of the land/space as aforesaid, the Airport User shall agree to execute a Leave and License Agreement for such space with YIAPL in such format and with such terms and conditions, as shall be shared by YIAPL prior to allocation of such land/space.
- 3.4. The Airport User shall follow the guidelines towards utilisation of allocated space, as communicated by YIAPL in this regard.

4. COMPLIANCE

- 4.1. The Airport User shall, while using the Airport for the Airport Activities and Facilities, ensure to:
- (i) comply with all Applicable Laws, applicable international conventions and treaties, stipulated standards, specifications, policies, procedures, instructions and processes prescribed or laid down in this regard;
 - (ii) adhere to Good Industry Practices, Minimum Quality Standards, Service Level Agreements, good housekeeping measures, BCAS' AEP guidelines 2022 and key management system as applicable;
 - (iii) have background verification and training for all staff (security and non-security staff) in Aviation Security ("AVSEC") qualifications and certifications, as per the regulatory requirements and as per Applicable Laws, including DGCA Air Safety Circular No. 4 of 2013;
 - (iv) comply with the requirements of applicable Airport Emergency Plan, Disaster Management Plan, Safety Management System Manual, Aerodrome Manual, Aeronautical Information Publication, Airside Rules and Regulations Manual, Aircraft Turnaround Manual Fire Strategy Plan of the building, Business Continuity Plan and Disabled Aircraft Removal Plan as amended/ revised from time to time. The User may download the prevailing manuals (as and when made operational by YIAPL), or in the alternative, a copy may be sought from YIAPL;
 - (v) undertake all appropriate measures for protecting Airport's critical infrastructure, information and communication technology systems and cyber threats;
 - (vi) undertake all appropriate measures for mitigating the risk associated with the insider threats such as background checks, stringent selection procedures and training of staff implementing security controls;
 - (vii) obtain prior approval of the Relevant Authority and YIAPL for its security program and submit relevant copies of the same to YIAPL;
 - (viii) be conversant with all publications/notice to Airmen ("NOTAMS") released from time to time on operations/infrastructure;
 - (ix) appoint a CSO/ ASCO as applicable for all the security related matters and communication with YIAPL. It shall also nominate SPOC for safety interface on operational issues, joint incident investigations and SMS integration;
 - (x) coordinate and cooperate with YIAPL for scheduled maintenance of the Airside and plan its operations accordingly. Such scheduled maintenance activities shall be communicated by YIAPL in advance;

- (xi) obtain YIAPL's permission for all aircraft related activities, including and not limited to maintenance, shifting/repositioning of aircraft, high power run up, compass swing, special exercise/ training, commercial activities on the Airside etc;
- (xii) adhere to the fire safety norms as per NBC/NFPA and obtain, all fire safety clearance from YIAPL before start of operations. The Airport User shall be required to undertake its own assessment of the fire safety norms that the Airport User is required to adhere to in performance of its obligations under this Condition of Use. The Airport User shall commit itself not to act in a manner so as to pose any safety or fire risks for YIAPL
- (xiii) full completion of first aid firefighting training & building evacuation plan familiarization training for all staff deployed;
- (xiv) adhere to the applicable Standard Operating Procedures ("SOPs")/policies/guidelines/plan as per Schedule A, as may be amended, as stipulated by YIAPL;
- (xv) comply on a best effort basis to integrate the principles comprising the United Nations Global Compact as set out under Schedule H into the value framework that guides its operations, planning and strategy-making. Further, the Airport User shall strive towards ensuring that its obligations arising under and pursuant to this CoU and the agreements entered into with its contractors and sub-contractors are aligned at all times with the ten principles comprising the United Nations Global Compact.
- (xvi) Comply with YIAPL's Consent to Establish, Consolidated Consent and Authorization (Consent to Operate), Environmental Clearance including CAQM orders and other applicable environmental rules and regulations related to Air, Water, Environment, Waste, and Noise etc and other environmental laws or any of its amendment, repeal and substitution made thereto from time to time that may be applicable to the Airport .
- (xvii) Comply with safety requirements as per Safety Schedule I of this CoU.
- (xviii) The provision of Airport Activities and Facilities by YIAPL may require the Airport Users to enter into agreements with YIAPL, or YIAPL's contractors, concessionaires, agents and service providers in order to avail uninterrupted access and use thereof. To this extent, the Airport Users shall render complete cooperation to YIAPL or its contractors, concessionaires, agents and service providers and shall abide by all communications or instructions of YIAPL in this regard.

5. SUB-CONTRACTING

- 5.1. Unless otherwise specified by YIAPL or this CoU, an Airport User, if otherwise permitted to perform certain activities in accordance with this CoU, shall not sub-contract/ assign such activities (in whole or in part) to any Person without prior written consent of YIAPL to which YIAPL shall not unreasonably withhold the consent. The Airport User shall remain fully responsible for the acts, defaults, omissions and neglects of the contractor/sub-contractor and their agents, employees, servants and workmen, as fully as if they were the acts, defaults, omissions and neglects of the Airport User. The Airport User shall further ensure that the contractor/sub-contractor always complies with the terms and conditions set out in this CoU. The Airport User shall, at the time of seeking consent to the proposed appointment of a sub-contractor , provide all relevant information to YIAPL, including the following: (i) the name of such sub-contractor; (ii) the scope of the services to be provided by the sub-contractor; (iii) the duration for which the services would be provided by the sub-contractor; (iv) the service level agreement, and such other information as may be required by YIAPL. The Airport User and its sub-contractor shall be bound by and comply with the applicable aeronautical information circulars issued by DGCA or any other regulatory authority from time to time. The Airport User shall ensure that the sub-contractor strictly complies with the terms of the CoU at all times. Any non-compliance/ violation of the CoU by the sub-contractor shall render such sub-contractor liable to be disqualified from operating at the Airport. The authorization by YIAPL under this

clause or disqualification of any sub-contractor as aforesaid shall not in any manner excuse the Airport User from the performance and discharge of its obligations and liabilities under this CoU.

- 5.2. Notwithstanding anything contained herein, the Airport User shall, at all times, be responsible and liable for the services being provided by its sub-contractors/assignees.

6. GROUND HANDLING

- 6.1. The Airport User authorized to undertake ground handling at NIA shall at all times:

- (i) deploy and ensure the availability of required number of staff, facilities and resources (directly or through its authorized agents) for ground handling services to a level satisfactory to and/or as prescribed by YIAPL, and further ensure that the safety, security and operational efficiency of the Airport is maintained and enhanced.
- (ii) ensure compliance with such performance standards, efficiency standards, and regulations as are prescribed by YIAPL and/or the Relevant Authority from time to time. If the Airport User or any authorized agency engaged by it fails to meet or is in breach of the said performance and efficiency standards, the User shall undertake appropriate steps in order to adhere to and maintain the said standards. In the event, the User or the authorized agency fails to meet such standards, YIAPL shall have the right to suspend, terminate or restrict the rights of the User in respect of the use of, or access to, the Airport Facilities and Services.

- 6.2 The User shall mandatorily use the Bridge Mounted Equipment (BME) at contact stands where such infrastructure is provided.

7. SELF HANDLING

- 7.1. To the extent an Airport User is undertaking ground handling as self-handling, and there exists no agreement(s) with YIAPL in respect thereof, such Airport User shall be bound by this CoU.

- 7.2. The Airport User shall at all times comply with the following conditions, in relation to the ground-handling being undertaken by the Airport User:

- (i) it shall duly intimate/ update YIAPL regarding the commencement of self-handling at the Airport;
- (ii) it shall intimate/ update YIAPL of its requirement of space, including all current requirements such as GSE, parking, office space, EBS, etc. and shall inform YIAPL regarding any future requirement with respect to the foregoing. Upon such intimation, YIAPL will evaluate the feasibility of providing the User with the required space. Such space may be provided in a phased manner, as YIAPL may deem fit, depending on the feasibility and availability of space.
- (iii) it shall submit its current GSE deployment plan and shall notify YIAPL of any changes to such plan depending upon its operational needs, it being understood and acknowledged by the Airport User that YIAPL shall have the right to review the actual GSE deployment plan against the deployment plan submitted;
- (iv) it shall participate in all trainings and orientation briefings as required under Applicable Laws, Aerodrome Emergency plan and/or Airside Rules and Regulations of the Airport;

- (v) it shall enter into a separate facility agreement with YIAPL for the space occupied including space at Airside, for back up office space, GSE parking, waste management, and GSE maintenance workshop;
- (vi) it shall adhere to the minimum quality standards, at its own cost and risk, as mentioned in Schedule B to this CoU ("**Minimum Quality Standard(s) or MQS**");
- (vii) in addition to the Minimum Quality Standards, the Airport User shall also comply, at its own cost and risk, with the Airside Rules and Regulations as prescribed and Safety Management System Manual as specified by YIAPL from time to time.

7.3. The Airport User agrees and undertakes that:

- (i) In the event the Airport User fails to achieve the Minimum Quality Standards, including the SLAs (as defined in Schedule B) in any manner whatsoever, YIAPL shall conduct an audit/inspection in relation to the same and notify the Airport User about the results of such audit/findings and indicate the areas of shortfall and noncompliance of the Minimum Quality Standards ("**MQS**") and SLAs.
- (ii) Upon being notified by YIAPL about the failure to meet the MQS/ SLAs, the Airport User shall:
 - a. immediately meet the authorized representatives/ employees of YIAPL in order to finalize a mutually agreeable plan ("**Improvement Plan**") to remedy the cause of such shortfall in its service levels so as to meet the SLAs;
 - b. within 14 (fourteen) days of the notification by YIAPL, implement the Improvement Plan at its own cost and risk and confirm in writing to YIAPL that the Improvement Plan has been implemented.
 - c. After 90 (ninety) days from the date of implementation of the Improvement Plan, YIAPL shall conduct a second audit. Pursuant to such audit, in the event it is determined that the Airport User has failed to achieve the MQS/SLAs then it shall be considered as material default on the part of the Airport User and in such an event YIAPL shall be entitled to take such remedial actions as it deems fit including but not limited to appropriation or forfeiture of BG and Security Deposit, if any and/or to prohibit the Airport User from accessing the Airport Activities and Facilities without prejudice to any other rights and remedies available to YIAPL under the Applicable Law . For the avoidance of doubt, it is clarified that in the event of the Airport User failing to comply with Applicable Laws in relation to adherence to MQS/SLA, the User shall not be entitled to recourse under clause 7.3 (ii) above.

7.4 YIAPL has the right to review and amend the Minimum Quality Standards (including the SLAs), from time to time, which shall be discussed with the representative of the Airport User as designated under Clause 10 before implementation. For the avoidance of doubt, it is clarified that the suggestions of Airport User shall not be binding and YIAPL shall have the right to update and modify the Minimum Quality Standards (including the SLAs) as it deems fit.

7.5 The User shall ensure that the delivery of ground handling services and installation of all or any part of the ground handling equipment or items shall not adversely affect the operational efficiency, safety and security of the Airport and shall not lead to environmental degradation/ violation of Applicable Laws.

- 7.6 Maintenance and servicing of GSE equipment in the open will not be permitted. The Airport User shall ensure that such maintenance is undertaken in a proper workshop and as per the Original Equipment Manufacturer (“OEM”) standards. Based on the Airport User’s request, YIAPL shall allot GSE maintenance workshop area and provide reasonable time to the Airport User to develop the workshop. The developed workshop shall comply with infrastructure norms as may be notified by YIAPL, and/or as prescribed under Applicable Laws.
- 7.7 The Airport User shall cooperate fully and reasonably with YIAPL and its agents, concessionaires and contractors to ensure that the Airport functions seamlessly and without impacting its operational efficiency, safety and security.
- 7.8 The Airport User shall undertake geo-tagging or GPS tracking (as selected by the User) of all its self-driven equipment and self-driven vehicles in a phased manner and shall provide the live data feed from all GSE to YIAPL APOC, for YIAPL’s personnel to view and determine on time deployment of GSE by the Airport User.
- 7.9 The Airport User agrees and undertakes to (i) maintain cleanliness at the Airport in the manner as may be specified by YIAPL from time to time; (ii) provide the details regarding the logistics and waste disposal plan, as may be required by YIAPL from time to time; (iii) comply with guidelines as specified under Clause No.24 (Waste Management) and Clause No.30 (Environment) and any other relevant guidelines formulated by YIAPL from time to time; and (iv) develop provisions for collection of segregated waste and transfer the same to the secondary transfer stations at locations specified by YIAPL.
- 7.10 The Airport User shall (i) obtain all the required approvals, consents, licenses, registrations, permits, insurances, etc. for the duration of its operation for all new buses (for passenger and crew) that are to be operated by the User in the Airside and (ii) comply with IATA AHM standards, any other standards as specified by Government of India and various Regulatory Authorities, and as per Airside Bussing Standards, annexed hereto as Schedule E.
- 7.11 The User shall ensure that the deployment of electric vehicles at the Airside should be as per YIAPL’s policy or instructions on the usage of the electric vehicles at the Airport.
- 7.12 YIAPL shall develop and provide common use utility infrastructure(s) like roads, electric supply, water supply, sewerage, and drainage systems to the Airport User. YIAPL will provide utility connections up to the terminal point as identified by YIAPL; beyond the terminal point all subsequent connections, installation and maintenance will be the responsibility of the Airport User. However, in case of emergency and scheduled maintenance, such utility services will be shut down and YIAPL will not be held responsible for the same.
- 7.13 The User shall ensure that the procurement and provision of all ground handling equipment are in accordance with the Applicable Law, Good Industry Practice and as may be specified by YIAPL, from time to time. The User shall repair or replace any faulty equipment/vehicle as identified by the User or YIAPL within a reasonable time.
- 7.14 The User shall mandatorily use the Bridge Mounted Equipment (BME) at contact stands where such infrastructure is provided.

8. BUS OPERATIONS

- 8.1 In case YIAPL introduces the bus operations directly or through its agents/third party at the Airside of the Airport then the Airport User shall work with YIAPL in implementing a transition plan towards adopting the busing service at mutually agreed timescales and, service levels to avail YIAPL's busing services and shall discontinue its busing operations. The Airport User shall pay to YIAPL the relevant charges as may be specified by YIAPL for providing buses for carrying passengers to the Airport. Until such time, the User shall continue to provide these services using Airside buses as per the standards prescribed by IATA from time to time and Airside Bussing Standards annexed hereto as Schedule E. The provisions of this clause shall apply mutatis mutandis to any other services or operations if introduced by YIAPL.
- 8.2 The Airport User shall (i) obtain all the required approvals, consents, licenses, registrations, permits, insurances, etc. for the duration of its operation for all new buses (for passenger and crew) that are to be operated by the User in the Airside and (ii) comply with IATA AHM standards, any other standards as specified by Government of India and various Regulatory Authorities, and as per Airside Bussing Standards, annexed hereto as Schedule E.

9. FLIGHT CATERING

The Airport Users shall, in respect of flight catering, at all times engage and transact with the flight catering agencies as approved/authorised/ designated by YIAPL from time to time.

10. USER REPRESENTATIVE

Each User shall at all times appoint an authorised representative and communicate the complete name and coordinates of such representative. The authorised representative shall be deemed to have authority to exercise any rights or perform and fulfil any obligations of the Airport User under this CoU. In the event of change of such authorised representative by the User, such change shall be notified to YIAPL in writing within 24 (twenty-four) hours of the change. In case the User fails to notify such change as aforesaid, YIAPL shall be entitled to treat the authorised representative for the time being notified to it as having full power and authority to represent the User concerned in dealing with YIAPL in all matters relating to and/or arising out of such User's operations at the Airport, including all matters under this CoU. The Airport User agrees that any notice to the authorised representative of the Airport User shall be deemed to have served on the Airport User and binding on the Airport User and that the Airport User shall not be absolved of its obligations hereunder on the ground of the authorised representative not having acted within the authority conferred by the User upon such representative.

11. SAFETY, SECURITY AND CRISIS MANAGEMENT

- 11.1 The User shall ensure that its operations at the Airport, including those provided by its agents, contractors or other third-party service providers approved by YIAPL, are undertaken in a manner to ensure the operational efficiency, security and safety of the Airport. In undertaking such operations, the User shall ensure compliance with all the safety requirements as provided in **Schedule I and A** and standards relating to safety and security which may be stipulated by YIAPL and/or prescribed under Applicable Laws and at all times be in line with Good Industry Practices.
- 11.2 The User shall maintain and, forthwith upon request by YIAPL, submit a safety and security program including relevant instructions, procedures and arrangements as required, which sets out the manner in

which the User intends to address issues related to safety and security. Such safety and security program must at all times be as per YIAPL's specifications or requirements and the User shall comply with such safety and security program at all times.

11.3 The User shall ensure that all its employees, contractors, sub-contractors, consultants, agents and other persons who require access to any part of the security restricted area, or any other areas designated by YIAPL as being subject to restricted access, apply for and obtain the appropriate valid security passes and further ensure that such passes are prominently displayed at all times on the vehicles entering such areas with the authorized persons.

11.4 In addition to Clause 4.1, the User shall undertake background checks of all its employees, contractors, sub-contractors, consultants, agents and other persons who require access to the Airport and shall ensure that a police verification is conducted of all its employees, contractors, sub-contractors, consultants, agents and other persons who require access to the Airport. Airport User shall be solely responsible for any damage or loss caused by any of its employees, contractors, sub-contractors, consultants and agents and YIAPL shall have no liabilities as a consequence thereof.

11.5 **Fire and Life Safety Compliance**

- (i) The User shall adhere to all fire and life safety requirements at facilities/ processes under its control in accordance with National Building Code of India, relevant Indian standards (including standards prescribed by Bureau of Indian Standards), Applicable Laws, NFPA standards and other applicable fire safety standards.
- (ii) It shall be the User's responsibility to ensure that its workforce at the Airport is trained in first aid, firefighting & building evacuation. The ARFF shall offer training support where feasible or requested.
- (iii) The User shall coordinate with the ARFF to organize periodical internal familiarization of the aircraft for ARFF crew without any cost to YIAPL. Requisite permissions for such familiarizations shall be obtained by the User.
- (iv) The User shall provide aircraft rescue charts, rescue videos and other safety information relevant to the aircraft operating at the Airport or any other details of operations of the Airport User required for purposes of fire safety and shall keep ARFF updated in case of any changes/ amendments.
- (v) The User shall provide details of Single Point-of-Contact ("SPOC") such as name, address, email id and telephone number to ARFF and emergency management teams (including Duty Manager-APOC, Duty Manager-Airside, Duty Manager-Terminal Operations, Duty Manager-Landside Security and SOCC) for emergency response.
- (vi) The User shall maintain fire safety equipment as per standards prescribed by BIS, if any, installed by it. The processes/ operations of the User shall not impair any fire protection system or emergency exit/ evacuation route at the Airport.

- (vii) The User shall cooperate with YIAPL during all periodic and scheduled/unscheduled fire safety inspections and fire and life safety audits and shall comply with observations made during the audit within stipulated timeframe as per audit report.
- (viii) The User shall strictly follow YIAPL MOWP and work permit processes during all project works/ construction, renovation, alteration or modifications ensuring compliance with relevant fire and life safety standards.
- (ix) The User shall not without prior notification to YIAPL store/ dump any combustible or flammable materials in the Airside premises, except at designated places, and shall adhere to all Applicable Laws, waste disposal procedures and recommendations issued by YIAPL from time to time.

11.6 Crisis Management

The User shall be responsible for ensuring appropriate response to any emergency occurring on or off the Airport premises and shall comply with the roles and responsibilities prescribed under the applicable ICAO standards, DGCA requirements, real-time aircraft emergency management protocols, periodic full-scale aircraft emergency exercises, Applicable CARs, circulars, orders, and the NIA Aerodrome Emergency Plan and Disaster Management Plan. In case of any emergency situation, the User shall ensure that:

- (i) The User shall designate its Station Manager or an equivalent authorised representative to promptly join the Airport Crisis Management Team at the Airport Emergency Operations Centre (“AEOC”) to assist in the strategic and tactical decision-making process during any emergency situation. Such representative shall be of sufficient seniority and authority to bind and commit the User to the decisions, directions, and actions agreed upon by the Airport Crisis Management Team.;
- (ii) in the event of a crash, accident, or disaster involving the User’s aircraft, the User shall deploy a senior-level engineering representative at the mobile command post located at or near the accident/disaster/crash site, who shall report to the on-scene commander and assist YIAPL in tactical decision-making and implementation of emergency response measures on the ground, as may be required. Such representative shall also be responsible for ensuring active coordination with the User’s internal resources and all relevant stakeholders and service partners, including ground handling agencies
- (iii) it deploys appropriate personnel at Crew Reception Centre (CRC), Family & relatives Reception Centre (FRRRC), Reunion Area (RA), Survival Reception Center (SRC), media centre & airport information desk to take over the roles as described in the Airport Emergency Plan or as may be notified by YIAPL from time to time.
- (iv) the User shall deploy all necessary resources, including suitable transportation arrangements, for the transfer of priority III crew members and passengers to the crew reception centre and survivor reception centre, respectively, along with dedicated escorts to facilitate safe and orderly movement and coordination.

11.7 The User shall ensure adequate participation of their relevant staff in training and emergency exercises/ mock drills organized by YIAPL or government authorities and maintain records for such participations.

12. DISABLED AIRCRAFT REMOVAL

- 12.1. The User acknowledges that any **Disabled Aircraft** can result in major operational disruption, cancellation/diversion of numerous flights and enormous financial loss to YIAPL. Therefore, removal/recovery of Disabled Aircraft by the User from the movement area in a time bound manner is mandatory.
- 12.2. The User shall be solely responsible for the removal of the Disabled Aircraft as required, in accordance with (ICAO Doc 9137 Part 5 clause 1.9.7) and shall bear all costs incurred in the removal operation in conformity with DGCA Air safety circular 06 of 1994.
- 12.3. The User shall be responsible for the removal of Disabled Aircraft subject to receiving the authorisation from the aircraft accident investigation authority in terms of ICAO Doc 9137-7 Clause 4.1.8.12.
- 12.4. The User shall promptly notify the airport operations centre regarding any incident including potential Disabled Aircraft incident and shall formally provide confirmation if the incident is considered as a disabled aircraft incident necessitating use of specialised recovery kit. The User shall also promptly submit the timelines for the removal to the chairperson-disabled aircraft removal committee.
- 12.5. If the User fails to take responsibility for the removal operation within time frame agreed by chairperson-disabled aircraft removal committee, YIAPL may take over the responsibility and assign the third party (“Disabled Aircraft Recovery Agent”) for the removal of a Disabled Aircraft. The entire cost incurred during such removal operations shall be charged to the User. (ICAO airport service manual Doc 9137-5 Clause 1.9.4).
- 12.6. If the aircraft removal is undertaken by YIAPL through a contracted third-party Aircraft Recovery Agent, then YIAPL or its agents shall not be responsible for any loss or damage of any kind resulting from this action and the User will be held responsible for all costs and losses incurred (including consequential losses). A form of indemnity absolving YIAPL from third party liability is to be signed by parties in such cases. The User will be required to defray any charges for work involved in making good damage to NIA property because of the aircraft incapacitation and its subsequent salvage.
- 12.7. The User shall comply with the YIAPL’s disabled aircraft removal plan and shall designate one representative with the authority to make all technical and financial decisions necessary to remove the aircraft. The representative should have the use of company facilities, personnel and equipment required for the removal operation.
- 12.8. The entire cost and liability incurred towards such operation would be borne solely by the User. The User undertakes to promptly reimburse YIAPL towards all costs and expenses including Taxes incurred by YIAPL in the removal/Recovery of the Disabled Aircraft. Airport Users shall also be required to pay for landing, parking & other stipulated dues for the Disabled Aircraft. All the dues and reimbursement should be cleared by the Airport Users within 15 days.

13. MEDICAL EMERGENCY

- 13.1. Medical services at the Airport shall primarily cater to the following requirements:
 - (i) Qualified Medical Practitioners (minimum one doctor and paramedic shall be available 24/7.
 - (ii) A medical centre shall be operational 24/7 in the Terminal-1.

- (iii) Ambulance facility for transfer of patients from Airport to city hospitals, city side to aircraft and vice versa, shall be available 24/7 on chargeable basis.
- (iv) Necessary arrangement for disaster management and routine medical care at the Airport shall be available 24/7.
- (v) The User shall deploy an appropriate official to escort and facilitate a patient's movement at the terminal. Such official may also seek the assistance of YIAPL's terminal manager as appropriate and deemed necessary and shall accompany the guest/patient to the hospital.
- (vi) For medical emergency on board the aircrafts, the Airport Users shall comply with the requirement as provided in **Schedule F**.

14. INADMISSIBLE PASSENGER

- 14.1. It is the responsibility of the Inbound Airline to make sure that passengers travelling through the Airport have proper and appropriate documentation, and that the articles that a passenger carries are within the permissible limit and in compliance with Applicable Laws, including safety and security rules, guidelines and regulations. In the event of an inadmissible passenger arriving at the Airport, it is the sole responsibility of the Inbound Airline to arrange the return of such passenger to his/her country of origin. The cost of such return ticket shall be borne by the Inbound Airline and/or defaulting passenger.
- 14.2. After receiving the inadmissible passenger from the immigration authorities, the Inbound Airline must ensure the escort of such passenger from the country/ Airport on the next available flight to the country of origin. If the Inbound Airline aircraft is not a turnaround operation, in most cases the passenger must be deported from the country/Airport on the next departing flight within 24 (twenty-four) hours following his/her arrival.
- 14.3. During the waiting time/ holding period, as a result of 14.1 or 14.2 above, the Inbound Airline shall take full responsibility for the passenger's welfare at the Airport and provide all necessary amenities to such passenger. If the Inbound Airline does not have a scheduled flight, or has no available space on that flight, within 24 (twenty-four) hours of arrival of the inadmissible passenger, the Inbound Airline should arrange for the passenger to be returned on another Airline. The cost of such return ticket will be borne by the Inbound Airline and/or the inadmissible passenger.

15. TRANSIT/TRANSFER PASSENGERS

The Airport Users shall ensure that transit/transfer passengers are holding proper documents and connecting tickets to the final destination in accordance with the Applicable Laws and such User shall be responsible for the full welfare of passenger and provide all necessary amenities to such passenger.

16. TARIFF AND CHARGES

- 16.1 The Airport Users shall be liable to pay the charges with respect to using and accessing the Airport and the Airport Activities and Facilities ("**Charges**"). Such Charges shall be notified separately by YIAPL to the Airport Users from time to time. The charges shall be exclusive of all taxes, as applicable. The airport users shall bear all direct & indirect taxes including but not limited to applicable GST.

- 16.2 YIAPL shall raise an appropriate invoice for the Charges payable by each User. The Airport Users shall pay the invoiced amount within the timeline stated in the invoice, using any of the payment methods prescribed by YIAPL.
- 16.3 For the avoidance of doubt, it is clarified that the liability of the Airport Users to pay the Charges to YIAPL shall be deemed to arise on and from the date of usage and access of the Airport and the Airport Activities and Facilities, by the Airport Users.
- 16.4 Each User shall ensure that timely payments are made by such User for the services availed by it at the Airport, in accordance with their arrangements and/or understanding with the respective service providers such as fuel suppliers, cargo terminal operators, flight caterers, IT service providers etc.
- 16.5 In the event an airline being the Airport User uploads or applies incorrect charges on its ticket booking platform, the airline shall be solely responsible for rectification, reconciliation, and recovery/refund adjustments, as applicable. However, YIAPL shall remain entitled to receive all applicable charges strictly in accordance with the approved AERA Order, irrespective of any error at the airline's end. To streamline the process, airlines shall ensure timely correction of fare/tax mapping, periodic reconciliation with YIAPL invoices, and implementation of adequate system controls to avoid recurrence of such discrepancies

17. SECURITY DEPOSIT

- 17.1. User shall be required to provide Security Deposit in the form of Bank Guarantee and/or interest free cash deposit as stipulated for the type of charges in accordance with the terms and conditions of the credit policy of YIAPL. Bank Guarantees to be renewed 60 days prior to its expiry date, failing which the same will be encashed and converted to Cash Deposit. In the event the User provides a Bank Guarantee to YIAPL, such Bank Guarantee shall remain valid and effective for a minimum period of 2 (two) years with a claim period of 12 (twelve) months from the date of issue of such Bank Guarantee. The Bank Guarantee shall be renewed by the User, 2 (two) month prior to its expiry date, failing which YIAPL shall have the right to invoke the Bank Guarantee and amount received from such invocation shall be held by YIAPL as Security Deposit. It is clarified that YIAPL shall be under no obligation to inform the User or provide any advance notice for renewal of the Bank Guarantee as aforesaid. The amount of the Security Deposit as required by YIAPL shall be maintained during the entire term of usage of the Airport Activities and Facilities by the User concerned. The User shall undertake to provide the Bank Guarantee in such a manner so as to ensure that YIAPL shall be entitled to invoke the Bank Guarantee upto a period of 12 (twelve) months from the date of expiry of the Bank Guarantee.
- 17.2. YIAPL shall have the right to invoke wholly or partially the Bank Guarantee or adjust the whole or part of Security Deposit for any breach of the terms and conditions of this CoU including without limitation for non-payment of Charges, for making good any damage caused to the Airport's equipment, breach of Applicable Law, breach of Minimum Quality Standards or SLA, non-compliance of any instructions and directions of YIAPL issued from time to time, breach of any representations, warranty, undertakings, covenant, by the User. In the event of (i) any deduction or utilization of the Security Deposit by YIAPL: the User will replenish the Security Deposit no later than 7 (seven) days of written notice by YIAPL, by such amount so that the quantum of Security Deposit is restored to its defined or original amount; (ii) invocation of the Bank Guarantee by YIAPL: the User will replenish the Bank Guarantee no later than 7 (seven) days of issuance of written notice by YIAPL, by such amount so that the quantum of the Bank Guarantee is restored to its defined or original amount, as the case may be. The forfeiture or

appropriation of Security Deposit or invocation of the Bank Guarantee under this clause are not exclusive remedies nor shall it prejudice the rights of YIAPL to seek or enforce any other remedy in accordance with the Applicable Law in force or this CoU.

18. NON-PAYMENT OF CHARGES

- 18.1 If the Airport User fails to pay the Charges in accordance with Clause 16, such Airport Users shall be liable to pay penal interest at such rate as per the credit policy of YIAPL that is made available to the User upon their request, on the amounts due and outstanding from the User to YIAPL for the period commencing from and including the day the amount becomes payable and ending on and including the day the amounts are realized by YIAPL, it being understood that in case of bank to bank transfer, the date of realization shall be the date on which the amounts are actually credited to the bank account of YIAPL.
- 18.2 The User shall ensure timely and prompt payment of all the invoices raised by YIAPL. In the event of a dispute between the User and YIAPL, the User shall continue to pay the invoiced amount, *provided that*, the disputed payment if any, made shall always be subject to the final outcome of the dispute resolution.
- 18.3 The Airport User understands, acknowledges and agrees that the payments in respect of the following shall be effected/ paid promptly and in a timely manner. If the Airport User fails to pay such charges in a prompt and timely manner, YIAPL reserves its right to restrict such defaulting User from using the Airport Activities and Facilities, without any further notice. YIAPL's commitment to offer the Airport Activities and Facilities are subject to User, at all times, adhering to the terms and conditions of this CoU and payment obligations herein:
- (i) Charges for the Common Use Passenger Support Services;
 - (ii) Unconditional security deposit in accordance with Clause 17 or in lieu thereof Bank Guarantee;
 - (iii) Charges in accordance with Clause 15;
 - (iv) Charges, if any, for the utility services provided by YIAPL.
- 18.4. The User acknowledges that YIAPL shall have a contractual and continual lien over the properties of User at the Airport until Airport Users have paid all dues Charges and interest, and in this regard YIAPL shall have the right to retain the properties of the User (including without limitation the Aircraft), as it deems fit, at the Airport.
- 18.5. The Airport User shall not be entitled to set-off or make any deductions from the Charges due and payable to YIAPL, unless prior written consent from YIAPL has been obtained by the User in connection with such set-off/deductions.
- 18.6. The exercise of above rights by YIAPL is without prejudice to rights available to YIAPL under this CoU or otherwise under the Applicable Laws.

19. Customer Creation Form

The purpose of this section is to define the importance, content, and usage of the **Customer Creation Form**, which is used to capture all mandatory customer details required for creating a new customer master in SAP. This form ensures accuracy, completeness, and compliance in the customer onboarding and billing process.

Format of customer creation form



Customer creation form

Customer Creation Details

Description	YIAPL details
Name of the Company	Yamuna International Airport Pvt Limited
Concern Person Name	Ms. Bharti Jain
Email ID	receivable@niaairport.in
Phone Number	+91 9650012746
Vendor Address and Bank Details	As per information reflected in the invoice
Bank Account Number	NIAVAN<SAP Customer Code> - <i>Printed on Invoices</i> (Duly signed Letter approved by Bank will be shared separately over email)
Name of Bank	State Bank of India
Name & Address of Bank Branch	SBI, SBI Commercial Branch, Nehru Place
IFSC Code	SBIN0004298
Type of Account	Virtual Bank Account
Swift Code (Intermediary Bank)	SBININBB213
PAN No.	AABCY2047B
GST No	09AABCY2047B1ZM
CIN No	U62100UP2020FTC165446
TAN No	DELY02999D

19. RECOVERY OF MONEY DUE TO DAMAGE

- 19.1. The Airport Users are responsible for any damage at the Airport including the Airside caused by their employees, agents, representatives, aircrafts or other vehicles.
- 19.2. In the event any damage is caused by the Airport Users at the Airport including the Airside, YIAPL will raise a debit note in favour of the Airport Users basis the actual charges, losses or costs incurred by YIAPL. The valuation of such, losses, costs, charges etc. will be done by a third party valuer appointed by YIAPL. YIAPL may, in its discretion, appoint the third party valuer in consultation with the Airport User.
- 19.3. Upon receipt of the tax invoice, the Airport Users shall promptly reimburse the notified amounts to YIAPL. Applicable taxes shall be levied by YIAPL on the tax invoice towards the claim for damage.

20. INSURANCE

- 20.1. The User shall obtain and maintain, at its own cost and expenses, the insurance policies as specified in Clause 20.3 and such additional insurance covering all risks and liabilities as may be considered necessary

or prudent in accordance with the Good Industry Practice, Applicable Law and/or in connection with the use of, and access to, the Airport Activities and Facilities or as otherwise customary in the aviation industry. All such policies shall be obtained from licensed and reputable insurers. The Airport User shall furnish to YIAPL, copies of such policies, certificates, and other documents evidencing that the insurance premiums have been paid and policies are in force and valid in respect of such insurance, as may be requested by YIAPL from time to time. The Airport User shall not do or omit to do anything whereby such insurance may be cancelled, modified, or allowed to expire without the written consent of YIAPL.

- 20.2. The User shall, as soon as practicable, inform YIAPL if an insurance policy as required to be maintained by it is cancelled, or an event occurs which may not allow a claim or which affects the rights of the insured party under the said insurance policy.
- 20.3. Notwithstanding the generality of Clause 20.1, the User shall at its own cost and expenses, keep in force the following insurance policies, covering all the risks and liability, with a recognized insurance company:
- (i) **Airline Public Liability Insurance Policy:** The User shall obtain an insurance policy covering all personal injury, death, and damage to the User's and YIAPL's property. Such insurance policy shall be sufficient to protect YIAPL's directors, agents, officers, and employees, from the liability covered by the indemnification provisions.
 - (ii) **Workers Compensation Insurance Policy:** In compliance with the Applicable Laws, the User shall obtain an insurance policy for a sum sufficient for covering any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the User in the course of conducting business at the Airport, including employees of subcontractors. The policy shall include a Principal Employer Extension expressly confirming YIAPL as Principal Employer.
 - (iii) **Airline Insurance on Automobiles and Other Ground Vehicles:** The User shall obtain liability insurance covering the User's operation of owned or non-owned automobiles and other ground vehicles at the Airport.
 - (iv) **Commercial General Liability Insurance Policy:** The User shall obtain insurance policy covering bodily injury and property damage, including coverage for contractual liability, sudden and accidental pollution liability, territory and jurisdiction as worldwide, vicarious liability and personal injury. The policy form to be used is Occurrence Basis.
 - (v) **Environmental Impairment Liability Insurance:** The User shall obtain and cause to maintain such environmental insurance policy (also known as pollution insurance or pollution coverage) which provides coverage for loss or damages resulting from unexpected releases of pollutants typically excluded in general liability and property insurance policies.
 - (vi) **Professional Indemnity Insurance** – The User shall procure and maintain a Professional Indemnity Insurance in its name, covering liabilities arising out of errors, omissions, or negligence in the performance of professional services. The policy shall include coverage for breach of duty, breach of confidentiality, infringement of intellectual property rights, defamation (including libel and slander), fraud or dishonesty of employees, loss of documents, consequential economic loss, bodily injury, and property damage arising out of negligent acts or omissions.
 - (vii) **Standard Fire and Special Perils Policy** - The User shall obtain and maintain, at its own cost, the insurance at specific cover amount on replacement value of the property. Insurance shall cover damage to assets because of fire, earthquake, storm, tempest, flood, and inundation (STFI), riot, strike, malicious damage (RSMD) and all other perils as provided in the policy including accidental damage cover.

- (viii) **Contractor's Equipment Insurance/Contractor Plant and Machinery** - The User shall affect and maintain "Contractor's Equipment Insurance/Contractor Plant and Machinery". The "Contractor's Equipment Insurance/Contractor Plant and Machinery" insurance shall cover against all loss or damage from whatever cause arising in respect of, including but not limited to all machinery, equipment, spare parts, tools, temporary buildings and contents owned, hired or used by the user brought onto and destined for the particular location, for a sum sufficient to provide for their replacement.
 - (ix) **Automobile Liability Insurance** – The User shall affect and maintain "Automobile Liability Insurance" in respect of all mechanically propelled vehicles/automobiles used on public roads or highways or in any circumstances such as to be eligible for compulsory motor insurance in accordance with the Indian Motor Vehicle Act, 1988.
 - (x) **Burglary Insurance** - The User shall affect and maintain "Burglary Insurance Policy" with extension covering of theft, riot, strike, malicious damage in respect of all the property lying at the risk location and under his custody and physical damage of the property in course of custody.
 - (xi) **Machine Breakdown Insurance** - The User shall affect and maintain "Machine breakdown Insurance Policy" covering the breakdown risk in respect of all the machines and appliances lying at the risk location and under his custody at specific cover amount on replacement value of the property.
 - (xii) **Electronic Equipment Insurance Policy** - The User shall affect and maintain "**Electronic Equipment Insurance Policy**" covering the short circuit and breakdown risk in respect of all the electrical and electronic machines and appliances lying at the risk location and under his custody at specific cover amount on replacement value of the property.
- 20.4. The User shall ensure, unless otherwise requested by YIAPL or if restricted under Applicable Law, that YIAPL and NIAL are co-insured in respect of any insurance policies that the User effects pursuant to this Clause 20.1. All insurance policies in respect of the insurance obtained by the Airport User pursuant to Clause 20.1 shall include, where such policy is generally available, waiver of any and all rights of subrogation or recovery of the insurers thereunder against, YIAPL, and YIAPL's assigns, successor's employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance. All insurance policies by User shall be endorsed to provide that such insurance is primary to, and shall operate without any right of contribution from, any insurance maintained by YIAPL, its affiliates, agents, trustees or assignees. All insurance policies shall also include a "Cross Liability" or "Severability of Interests" provision, whereby the insurance applies separately to each insured as if each were the only insured, and without prejudice to any other insured.
- 20.5. In the event YIAPL determines that: (i) the User's activities at the Airport creates an increased risk of loss to YIAPL, or (ii) greater insurance coverage is required due to the passage of time, /or (iii/) changes in the industry require different coverage to be obtained, or (iv) changes are necessitated in the interest of security and safety of the Airport, the User agrees to effect such changes or procure such additional coverages or policies as may be advised by YIAPL.
- 20.6. The User is solely responsible for the identification of risks and for securing and maintaining insurance coverage to protect its risks. It is clarified that this Clause 20 shall not be construed as recommendation or advice by YIAPL to the User on management of its risks and obligations nor shall it be interpreted as YIAPL rendering legal advice on the minimum legal requirements vis-à-vis such insurance coverage.

20.7. The User further releases, assigns and waives any and all rights of recovery against YIAPL, and NIAL and their respective assigns, subsidiaries, affiliates, parent companies, employees, lenders, insurers and underwriters, which the User may otherwise have or acquire in or from or in any way connected with any loss covered by the policies of insurance maintained or required to be maintained by the User pursuant to these conditions or because of deductible clauses in, or inadequacy of limits of, any such policies of insurance.

20.8. The User shall be liable and responsible for making good the losses suffered by YIAPL and NIAL irrespective of the status of settlement of insurance claims and YIAPL shall not be liable for any additional cost on this account. The User shall keep YIAPL indemnified to the extent of their indemnified interest irrespective of settlement of claims. Procurement of insurance shall not limit or avoid liability of the User.

21. UNPLANNED CLOSURE/ EMERGENCY

21.1. YIAPL shall endeavor to keep the Airport operational and to provide the Airport Activities and Facilities for use by Airport Users, however, this shall always be subject to reasonable planned or unplanned disruptions for operational purposes, maintenance purposes and developments or events beyond YIAPL's reasonable control.

21.2. If required under Applicable Law or in case of an emergency or for the airport security and safety, YIAPL may restrict, interrupt or close the activities at the Airport or any part of the Airport, or in the case of a ground handler, suspend or prohibit the User's performance of the ground handling services at any time. In such circumstances, YIAPL shall to the extent possible:

- (i) give reasonable notice of such events to the Airport Users; and
- (ii) undertake steps to minimize the adverse effects of such event.

21.3. If YIAPL believes repair, maintenance or upgradation of its facilities are required, or if any building or construction work on the Airport is underway, YIAPL may close part of the Airport or suspend, interrupt or shutdown such Airport Activities and Facilities or any part thereof, or in the case of a ground handler, suspend or prohibit the User's performance of the ground handling services. In such a case, YIAPL shall:

- (i) inform the User by providing reasonable prior notice of such closure and/or interruptions; and
- (ii) undertake reasonable steps to minimize the way Airport Users are affected by such closure or interruptions.

21.4. In the event of the planned or unplanned closure of the Airport or part of the Airport or the planned or unplanned suspension, interruption or shutdown of the Airport Activities and Facilities or any part thereof, YIAPL shall not be liable for any loss or damage (including without limitation, loss of profits or contract, loss of goodwill or other special, indirect or consequential loss) which the User may suffer (including but not limited to, losses or damages due to delays in aircraft movement and/or claims made against the User by third parties) whether directly or indirectly attributable to this clause 21.

21.5. The User shall:

- (i) comply with the requirements of the Crisis Management Manual, Airport Emergency Plan, Disaster Management Plan, Business Continuity Plan, Disabled Aircraft Removal Plan as may be amended/revised from time to time. The User shall ensure that all their concerned staff and sub-contractors are adequately trained and comply with the provisions of the aforesaid plans during any emergency/ disaster/ disruption at the Airport. A copy of the aforesaid plans may be provided to the User on demand;
- (ii) integrate its business continuity planning models to the extent possible with YIAPL's Business Continuity Management ("BCM") policy, extend all possible support to implement the BCM policy, and encourage its own staff in developing a BCM culture across its organization.

22. INFORMATION AND DATA SHARING

- 22.1. This Clause 22 applies where YIAPL requires information from the User for the purpose of operational reporting and calculating the Charges payable by it for its use of Airport Activities and Facilities at the Airport.
- 22.2. If the User uses Airport Activities and Facilities that are subject to Charges based on passenger numbers and aircraft movement, the User shall, at its own cost, provide or make available real-time data to YIAPL on which the User uses those Airport Activities and Facilities covering the following information:
- (i) the number of embarking/disembarking passengers on the User's aircraft operating at the Airport on that day;
 - (ii) the number of disembarking passengers who are transfer passengers or transit passengers from the User's aircraft operating at the Airport on that day; and
 - (iii) any further information and/or disaggregation of passenger numbers YIAPL reasonably requires for determining the Charges payable by the User.
- 22.3. User are required to submit passenger data for billing purposes within 72 hours of flight arrival or departure, in the format prescribed by YIAPL, to receivable@niairport.in and apoc@niairport.in. Billing will be finalized within five (5) days from the end of the billing cycle. While aircraft data will be sourced through the AODB system, passenger data shall be provided by User in the specified format. Any delay in the submission of passenger data by User will result in a proportionate reduction in the applicable credit period in accordance with the credit policy of YIAPL that is made available to User upon its request. If YIAPL determines that due to reasonable and unforeseeable reasons beyond the control of the Airport User, the Airport User is unable to provide data on real-time basis then the Airport User shall provide such data to YIAPL within such time, as stipulated by YIAPL, of use of YIAPL's Airport Activities and Facilities.
- 22.4. If the User has provided the information required under Clause 22.2 and the User detects an error in that information, then it shall promptly provide YIAPL with the correct information. The User must, at the same time, provide YIAPL an explanation for the incorrect information. YIAPL shall accept the latter information as being correct unless YIAPL is dissatisfied with the explanation provided to support the change. User understands, acknowledges and warrants that it is duly empowered and authorized to obtain, use and share the information in accordance with the Applicable Laws on privacy and data security.

- 22.5. It shall be the responsibility of the User to notify YIAPL of any changes to the configuration of any aircraft that it operates at the Airport as and when the changes are proposed for the purposes of determining the Charges to be paid.
- (i) If YIAPL has not been previously provided the configuration details in respect of an aircraft that the User operates at the Airport, YIAPL reserves the right to calculate, and require payment of Charges on the basis of the highest category the aircraft is classified in.
 - (ii) If YIAPL has not been provided with details of a Change of Configuration (as defined below) in respect of an aircraft that the User operates at the Airport, YIAPL reserves the right to calculate, and require payment of Charges on the basis of any previously notified configuration, and shall not provide any refund of Charges for the period prior to the notification received and actioned upon by YIAPL, irrespective of when the Change of Configuration had occurred.
- 22.6. For the purposes of this Clause 22, Change of Configuration means a change in any, some or all of the following:
- (i) number of seats;
 - (ii) engine type;
 - (iii) certified noise levels; and
 - (iv) engine NOx emission.
- 22.7. The User acknowledges that YIAPL shall use the information the User provides to YIAPL under Clauses 22.2, 22.3 and 22.4 for the purpose of calculating the Charges payable by it for using YIAPL's Airport Activities and Facilities at the Airport. Within 7 days of each month, User must provide YIAPL with details of the type, registration no., seating capacity, MTOW of each aircraft and details of Regional Connectivity Scheme Sectors in the manner prescribed by YIAPL.
- 22.8. If the User does not comply with Clauses 22.2 and 22.3 in relation to the use of YIAPL's Airport Activities and Facilities on a particular day, then the User agrees that YIAPL may charge the User for the use of YIAPL's Airport Activities and Facilities on that day on the basis that each seat on the aircraft operated by the User on that day was in fact occupied by a passenger (other than a transit passenger or transfer passenger).
- 22.9. The User acknowledges that YIAPL may, from time-to-time, verify the information that the User has provided to YIAPL, by any means, including:
- (i) reference to data collected by the DGCA and any other Relevant Authority; and
 - (ii) directly counting passengers embarking or disembarking the aircraft operated by the User.
- 22.10. The User shall use its best endeavors to assist YIAPL in identifying the reason for any differences between the information provided by it and the information collected by YIAPL under Clause 22.9.

- 22.11. If, after the end of a financial year, YIAPL requires the User to provide YIAPL with certified statements from its statutory auditors for the purpose of verifying the accuracy of the information pertaining to the preceding financial year that the User had provided to YIAPL under this Clause 22, the User shall provide YIAPL the certified statements within 90 (ninety) days from the date of YIAPL's request.
- 22.12. The User agrees that YIAPL (or its agents or accountants) may on reasonable notice and at its own expense, conduct an audit of records and systems of the User which relate to the information the User is required to share with YIAPL under this Clause 22 or otherwise under this CoU.
- 22.13. In addition to the above, the User shall also provide the following information to YIAPL on its request:
- (i) the number of all embarking passengers (including children and infants) on the User's aircraft operating at the Airport on each flight, with transit passengers, transfer passengers, infants, sky marshalls and positioning crew shown separately;
 - (ii) the number of all disembarking passengers (including children and infants) on the User's aircraft operating at the Airport on each flight, with transit passengers, transfer passengers, infants, sky marshalls and positioning crew shown separately;
 - (iii) the total number of passengers, transfer passengers and transit passengers (including children infants, and sky marshalls) and the total weight of cargo and mail (expressed in kilograms) embarked and disembarked at the Airport;
 - (iv) fleet details including the maximum takeoff weight in respect of each aircraft owned or operated by the User;
 - (v) details of the engine NOx emissions and engine specifications in respect of each aircraft owned or operated by the User;
 - (vi) details of the noise certification values for sideline, flyover and approach in respect of each aircraft owned or operated by the User;
 - (vii) details of cargo arriving at and departing from the Airport on aircraft and road feeder services as provided in the freight flight manifest;
 - (viii) The User's name and postal address, email address, phone and fax numbers, IATA/ICAO prefix and SITA address;
 - (ix) aircraft registration (including aircraft substitutions);
 - (x) variations to schedule (including flight number, aircraft type, route and scheduled time of operation);
 - (xi) estimated time of operation;
 - (xii) scheduled time of operation (in UTC) of all flights from point of origin to the Airport with flight durations greater than 4 (four) hours;
 - (xiii) stand departure delays greater than 15 (fifteen) minutes;

- (xiv) flight plan call signs;
- (xv) turnaround linked flight numbers and registrations (including changes);
- (xvi) an estimated departure time to an accuracy of +/- 5 (five) minutes;
- (xvii) information as required in Schedule E; and
- (xviii) traffic Information/ usage of message.

22.14. The User shall use YIAPL's interface integration description IATA- Type B messages in which YIAPL would prefer to receive and process messages.

22.15. IT SERVICES

- (i) In order to ensure common and uniform IT infrastructure across the Airport eco-system, YIAPL has made substantial investment in creating the IT infrastructure. Accordingly, each User shall make sure that the common IT infrastructure services from YIAPL or YIAPL appointed concessionaire or IT service provider, are availed, engaged and utilized as per IT COST Sheet.
- (ii) Common IT infrastructure services include the following and any other service introduced from time to time for effective and collaborative airport operations. The ICT Services are set forth more particularly in detail in Schedule C.
 - (a) CUTE, CUSS, BRS;
 - (b) LAN (wired & wireless), telephony, passive cabling;
 - (c) CCTV, ACS services;
 - (d) Radio communication;
 - (e) FIDS information access; and
 - (f) Rack space for hosting the Airline CPE.
- (iii) YIAPL may request for operational/performance data/ commercial data of the Airport User in order to improve the operational efficiency, safety, security and enhanced passenger experience and services at the Airport. The Airport User shall cooperate with YIAPL in sharing such data within reasonable time of request.
- (iv) Data shared by the Airport Users with YIAPL will be used for the following-
 - (a) Improving passenger experience;
 - (b) Airport operations;
 - (c) Airport capacity planning;
 - (d) Improved collaboration with all Airport Stakeholders; and

Miscellaneous Charges

Airport Users shall be required to pay YIAPL other charges for various services including without limitation, Aero Charges, office space, information technology and communication related

infrastructure (such as close circuit cameras, and other amenities and services) as may be prescribed and charged by YIAPL from time to time.

22.16. Information Security

- (i) The User shall at all times at its own cost and risk implement and maintain effective information security policies and procedures that include administrative, technical, and procedural safeguards designed to: (i) ensure the security and confidentiality in the consumption of YIAPL's Airport Activities and Facilities, (ii) protect against anticipated threats or hazards to the security or integrity when connecting to/ using YIAPL Airport Activities and Facilities, and (iii) protect against unauthorized access or use of YIAPL services. The User shall implement and enforce, at its own cost, suitable, effective and appropriate technical and organizational measures in accordance with Applicable Law and, Good Industry Practice in relation to its computing systems, including without limitation the transmission of the real-time data to YIAPL.
- (ii) The User shall ensure that its personnel using the Airport Activities and Facilities have been appropriately trained in the implementation of the information security policies and procedures.
- (iii) YIAPL acknowledges and agrees that the User may use certain third-party vendors for purposes of performing some of its internal business processes. The User may allow its third-party vendors (other than direct competitors) to access and use the system subject to the terms of this CoU solely for internal business processing services, subject to the following conditions: (i) the User agrees to be fully responsible for all use of the system by its third-party vendors; (ii) the User will ensure compliance by third-party vendors of the terms of this CoU.
- (iv) In case of any security breach, the User and YIAPL shall cooperate with each other to determine whether notice of the breach is to be provided to any third-party or Relevant Authority. Neither YIAPL nor the User will inform any third party of any security breach without first obtaining the other party's prior written consent, except to the extent a party reasonably determines it is legally compelled to provide such notice.

23. ADVERTISEMENT, SIGNAGE AND DISPLAY

- 23.1. For purposes of facilitating the display of flight information or wayfinding, YIAPL shall be entitled to display, as it deems appropriate within the Airport, the User's corporate logo.
- 23.2. YIAPL reserves all rights related to circulation, broadcast, distribution or display of signs, advertisements, circulars or other printed, digital or written matter at the Airport.
- 23.3. The User's confirmed logo, color and its size specifications shall be submitted by the User to YIAPL within the time period specified by YIAPL from time to time.
- 23.4. The signage of the User at all the locations in the Airport shall conform to YIAPL's standards and shall be subject to YIAPL's written approval.
- 23.5. Unless permitted in writing by YIAPL, the User shall not display its logo and name in any part of the Airport, including counters assigned to it for passenger check-in, transfer, ticket sales and information, queue-managers, and/or departure gate lounges.

- 23.6. In addition to the above, the User shall at all times comply with YIAPL's standard operating procedures for events, promotional campaigns, route launch events, anniversary events, or any other activity of such nature at the Airport. ([SOP](#) for the same)
- 23.7. In case of any violation, the Airport User will be asked to remove such displays and signages within 2 (two) hours. YIAPL will remove such displays and signages at the cost of User, if not removed by the Airport User within the prescribed time

24. WASTE MANAGEMENT

- 24.1. Airport User shall comply with Safety Policy, Environment Policy and Environment Management Guidelines and shall at all times adhere to those plans as specified by YIAPL.
- 24.2. Users are encouraged to minimize waste generation wherever possible. Appropriate waste handling procedures to be established by User.
- 24.3. Users are to keep the Airport's premises free from accumulation of waste materials. Upon completion of any works or routine operations that results in general Construction & Demolition waste (C&D waste) and/or toxic industrial waste or Hazardous Waste, a licensed waste contractor (approved by Pollution Control Board) shall be engaged by Users to remove promptly from all premises all surplus and waste materials and debris as per applicable regulations. It is the responsibility of the User to store such waste in a manner that is safe and does not impact the environment as per applicable regulation and guidelines. The generation and disposal information with respect to such wastes to be shared with Environment & Sustainability department.
- 24.4. Users are to ensure there is no discharge of oil, chemical waste, sewage or other toxic substances into any drain or land. Users are to be responsible for the clean-up of any discharge or spillage of any oil, chemical waste, sewerage or other substances in the Airport, in accordance with the proper procedures as required under Applicable Laws, or by YIAPL.
- 24.5. YIAPL will appoint a solid waste management partner who shall be responsible to operate the Centralized Waste Management Facility ("**WMF**") at the Airport for non-hazardous and non-C&D waste. The User shall have to pay a tipping fee to YIAPL or YIAPL appointed solid waste management partner which will be charged basis the volume of the waste to be collected at WMF. YIAPL shall evaluate such tipping fee on a regular basis for efficient operation of WMF. The handling of waste shall be as per the concessionaire agreement with applicable tipping fee
- 24.6. User should work closely with the YIAPL and WMF Partner to ensure compliance with waste management guidelines. This may involve attending regular meetings, providing necessary waste data and reports, and participating in Airport-wide waste management initiatives.
- 24.7. The Airport Users agrees to indemnify and keep indemnified and hold harmless YIAPL, its affiliates, and its respective directors, officers, employees, and agents from and against any liability, claims, costs (including reasonable attorneys' fees), expenses, damages suffered or incurred by YIAPL arising out of or in connection with the Airport User's failure/non-compliance with clause 24.1

25. SLOT ALLOCATION

- 25.1. The slot allocation at Airport is primarily driven by Worldwide Airport Slot Guidelines as published by IATA, guidelines for slot allocation as prescribed by MoCA and the relevant guidelines as may be framed by YIAPL in this regard.
- 25.2. The User is required to procure the approved slots prior to the flight operations. The slot request shall be sent electronically (through e-mail as a body text and not as an attachment to (email ID) in the IATA prescribed schedule movement advice message format with arrival and departure linkage (as specified in chapter 6 of SSIM).
- 25.3. Slot request by the User can be made in UTC as well as local time format, however, YIAPL will respond exclusively in local time format.
- 25.4. YIAPL requires at least 2 (two) business days to process any slot request after receiving the necessary information from the User which includes flight number, route, number of seats and aircraft type, scheduled time of arrival and departure, proposed period of the operations and service type using IATA codes wherever applicable.
- 25.5. In case any ad-hoc or permanent change is required to the approved slots, the User shall send the revised slot request in the same manner as mentioned above. Moreover, if the User does not plan to operate its allocated slot, such slot shall be returned to the Airport by IATA / MoCA timelines (for seasonal slots) or immediately as soon as it is being planned (during the season) to enable efficient airport operations.
- 25.6. As per the guidelines for slot allocation, as prescribed by MoCA, the allocated slots shall be deemed to be cancelled if not operated for 1 (one) month or such other period as may be prescribed by MoCA from time to time, on continuous basis.
- 25.7. The Block-on and Block-off timings provided by YIAPL will be the consideration for measuring the operational performance in terms of flight timings.
- 25.8. The Airport Users are required to share their future plans regarding the flight operations from Airport in advance, which would help YIAPL for mid-to long term capacity development.

26. RESOURCE ALLOCATION

- 26.1. Check-in counters will generally be allocated for STD minus 4 hours till STD minus one hour for international flights and STD minus 3 hours till 45 minutes before STD for domestic flights for any type of aircraft (wide body or narrow body). Airport Users shall provide book load of their flight in advance (at least 48 hours prior to the date of STD). Counters will be assigned based upon evaluation by APOC including booked load. No fixed allocation of Counters will be made to the Airport Users, it can change based upon operational or maintenance requirement. Counters for special services like Crew, First Class, Business Class, etc. shall be allocated subject to availability of counters.
- 26.2. Boarding gate will be assigned by APOC based upon requirement and availability. Airlines operating flights from contact stands (PBB) with more than 3 hours of ground time shall shift their aircraft to a remote stand after disembarkation of their passengers and baggage so as to optimize the usage of contact stand. Shifting of the aircraft must take place as mentioned below:

- (i) Narrow body aircraft: 60 minutes from the “on blocks” of aircraft.
- (ii) Wide body aircraft: 90 minutes from the “on blocks” of aircraft.

26.3. The Airport Users recognize that the common use passenger support services which includes DigiYatra, CUTE, SBD, CUSS, and BRS (collectively referred to as “Common Use Passenger Support Services”) are exclusive and can only be availed from and through YIAPL or persons / agencies appointed or designated by YIAPL in this regard.

26.4. While using the Common Use Passenger Processing Systems (“CUPPS”) at the Airport, the User shall comply with the following (including any revisions/amendments from time to time):

- (i) All Applicable Laws , rules and regulations;
- (ii) Good Industry Practices;
- (iii) Airport Security Program;
- (iv) Standard operating procedure for the Common Use Facilities;
- (v) Directions from the Airport Operator, regulatory bodies including BCAS, DGCA, MoCA and any other Relevant Authority.

27. NIGHT PARKING POLICY

27.1. In case the User wishes to base the aircraft at the Airport overnight, a separate approval shall be obtained from YIAPL. The allocation and utilization of parking bays by the Users shall be governed by the Night Parking Policy, as published by YIAPL.

28. PARKING RESPONSIBILITY

28.1. As and when YIAPL or YIAPL’s authorized representative instructs, the operator of any aircraft parked or stored at the Airport shall move the said aircraft from the place where it is parked or stored. On failure of the Airport Users to comply with such instructions, YIAPL or YIAPL’s representative may move the aircraft at the expense of the User. YIAPL shall not be held responsible/liable, in any manner whatsoever, in case of any damage to the aircraft during the process of such removal.

29. ORAT ACTIVITIES

29.1. On request of YIAPL, the user is required to participate in Operational Readiness Activation and Transition (“ORAT”) activities leading to operationalization of new Airport infrastructure which will include participating in ORAT trials.

29.2. The User shall deploy adequate number of personnel for training and familiarization activities.

29.3. The User shall deploy required equipment and vehicles for testing and trials including interface testing of IT and other equipment.

29.4. The User shall participate in development of standard operating procedures and process development for putting the new infrastructure to use if requested by YIAPL.

30. ENVIRONMENT

30.1. Airport User shall comply with Environment Policy, Safety Policy, Environment Management Guidelines and shall at all times adhere to those plans as specified by YIAPL.

- 30.2. The Airport Users agrees to indemnify and keep indemnified and hold harmless YIAPL, its affiliates, and its respective directors, officers, employees, and agents from and against any liability, claims, costs (including reasonable attorneys' fees), expenses, damages suffered or incurred by YIAPL arising out of or in connection with the Airport User's failure/non-compliance with those plans as clause 30.1.
- 30.3. Users shall adhere to YIAPL's environment related sub-plans and other SOPs concerning the environment & sustainability as shared by YIAPL from time to time.
- 30.4. User is expected to actively participate in YIAPL's Sustainability & Environment initiatives and Net zero journey such as Energy Conservation, Water Conservation, Waste Management, Greenhouse Gas Emission Reduction, Green Certification/Audits, Airport Carbon Accreditation, capacity building workshops, trainings & awareness session and environment best practices etc. to name a few, and shall be bound to provide the required data and attend regular meetings as and when required by YIAPL. .
- 30.5. Use of 100% electric ground support equipment (GSE) and electric vehicles (EVs) is mandatory. Charging infrastructure will be provided on site. Details on charging operations and payment terms will be provided on a bilateral basis. Use of non-electric GSEs and non-EVs shall only be permitted with the prior written approval of YIAPL and only in exceptional circumstances.
- 30.6. Users are encouraged to drive programs focusing on local community development around the airport. Users shall cultivate a culture of employee volunteering and involve their employees to take part in Environmental & Social initiatives in and around the airport.
- 30.7. YIAPL reserves the right but is not obliged to audit the Users to ensure that all applicable environment compliances are being adhered to in accordance with the Applicable Laws or check the efficacy of various environment and sustainability initiatives. Users shall be obliged to comply with the corrective measures, at its own cost and expenses, as per the compliance requirements and submit the closure report within the specified period of time given by YIAPL. The right to audit does not in any way absolve the environmental liabilities and responsibilities of the Users as set out in this CoU or under any Applicable Laws. In case of any environmental non-compliance, YIAPL may issue an Observation, Environmental Violation Notice (EVN), or Non-Conformity Report (NCR). The Airport User shall comply with such Observation, EVN, or NCR in a time-bound manner. Failure to comply shall be treated as a breach and handled in accordance with Clause 34 – "Effect of Non-Compliance with CoU".
- 30.8. In the event that any environmental damage is identified by YIAPL and the same has not been reported, remediated, or cleaned up by the Airport User, YIAPL shall have the right to undertake necessary remediation and recover the associated cost as environmental compensation from the Airport User.

31. SMOKING

- 31.1. Smoking is not allowed inside Airport terminals, and concourses, except in areas that have been designated and approved as smoking areas.

32. COMMERCIAL PHOTOGRAPHY, FILM, RECORDING, DATA SOURCING AT AIRPORT

- 32.1. Unless authorized in writing by YIAPL and DGCA, no person shall take still, motion, or sound motion pictures or sound records or recordings of voice or otherwise including but not limited to recording an incident/ emergency at the Airport including photography, video or audio recording for commercial,

training, educational or any other purposes, or use electronic amplification devices in public areas of the terminal or on the public areas of any facility under the administration of YIAPL.

- 32.2. YIAPL, its authorized representatives and agents reserve the right to photograph and/or film Airline facilities, vehicles, equipment, personnel and/or aircraft in the context of general airport operations as part of its efforts to create communication support materials to for use on its website, newsletters and internal and/or international communication vehicles. Any independent media or third-party requests to film or take pictures of specific Airline brands or operations will be referred directly to the Airline representative for review and approval as required apart from authorization from YIAPL and DGCA.
- 32.3. Any form of data collection, research, survey, promotional activity cannot be undertaken without the written permission of YIAPL.

33. CONFIDENTIALITY OBLIGATIONS

33.1. The Airport Users shall:

- (i) hold in trust and confidence and protect and maintain the confidentiality of the Confidential Information shared by YIAPL;
- (ii) not use the Confidential Information for any purpose other than to perform its obligations with respect to its engagement with YIAPL;
- (iii) treat all Confidential Information with the same degree of care as is used with respect to their own confidential information, but not less than a reasonable degree of care;
- (iv) take adequate steps and procedures to prevent loss of any Confidential Information and in the event of any loss or misappropriation of such Confidential Information, inform YIAPL in writing immediately;
- (v) return to YIAPL or destroy, as notified in the format provided by YIAPL, all the Confidential Information including all notes, copies, translations, conversions, modifications and derivations thereof (whether in written or electronic form), upon completion of the need of such Confidential Information; and
- (vi) ensure that each of their personnel who have access to the Confidential Information, have agreed to be bound by the same obligations of confidentiality as applicable to the User.

33.2. Nothing contained in the Clause 33.1 shall restrict the Airport Users from complying with any legal requirement to disclose Confidential Information, provided that such User shall, to the extent that it is not prohibited from doing so by Applicable Laws, promptly notify YIAPL of such legal requirement.

33.3. YIAPL endeavours to protect the Confidential Information shared by the Airport Users from the unauthorized usage.

34. EFFECT OF NON-COMPLIANCE WITH CoU

34.1. If an Airport User fails to comply with any of the provisions of this CoU, YIAPL may provide the Airport User with 7 (seven) days' notice in writing for such non-compliance unless a shorter notice period has been prescribed under this CoU. If at the expiry of such 7 (seven) days' notice, the Airport User fails to remedy such non-compliance, YIAPL shall have the right to-

- (i) restrict the Airport Users from using the Airport Activities and Facilities, at the Airport;
- (ii) forfeit or appropriate the security deposit;
- (iii) invoke the Bank Guarantee;
- (iv) not allocate resources, areas, services, etc. at the Airport;
- (v) ensure the vacation of the Airport Users from the Airport and recovering the cost along with a service charge, if applicable, from Airport Users.

34.2. It is clarified that the rights of YIAPL set forth in Clause 34.1 are in addition to the rights available to it under Applicable Laws, in equity or otherwise.

35. FORCE MAJEURE

35.1. YIAPL shall be entitled to suspend or excuse performance of its obligations under this CoU to the extent that YIAPL is unable to render such performance by an event of force majeure (“**Force Majeure**”).

35.2. ‘**Force Majeure**’ shall mean any act or event not attributable to and beyond the reasonable control of YIAPL and which could not have been avoided despite exercising due prudence and diligence and include:

- (i) act of God including lightning, earthquake, cyclone, storm, flood or any other unusual or extreme weather conditions at the Airport;
- (ii) fire or explosion, chemical or radioactive contamination or ionizing radiation but excluding circumstances where the source or cause of the explosion or contamination or radiation is brought or has been brought onto or near the Airport by the affected party or those employed or engaged by the affected party;
- (iii) major accidental damage at the Airport caused due to a crash, explosion, fire or other disaster involving an aircraft during landing, parking, servicing (including the supply of fuel) or taking-off in and around the Airside;
- (iv) epidemic or pandemic (as declared by the Government of India and /or Government of Uttar Pradesh and /or its agencies) that affects the functioning of the Airport;
- (v) act of war or invasion, armed conflict or revolution, act of terrorism or sabotage, blockade or embargo, widescale riots or civil commotion at India or at the Airport; and
- (vi) an act or event described above in (i) to (v) above which primarily affects a third party or third party which directly prevents, impedes, or delays a party in the performance of substantial portion of its obligations/performance/deliverables.
- (vii) the act or event is declared a Force Majeure under the Concession Agreement.

35.3. Notwithstanding anything contained herein, none of the following matters or their consequences shall be capable of constituting a Force Majeure event:

- (i) failure or inability to make any payment by the User;

- (ii) the effect on the User of the market conditions or economic curtailment of whatsoever nature;
- (iii) the User's management issues and/or internal labour unrest or disputes; and
- (iv) business or commercial hardship caused to the User.

35.4. The Force Majeure notice shall be posted on YIAPL website (which shall constitute notice to all Airport Users) within 24 (twenty-four) hours of occurrence of such Force Majeure event, followed by another notice within 7 (seven) days, which shall describe the exact nature of Force Majeure event, the impact thereof (to the extent quantifiable) or if impact cannot be assessed, reasons as to why such impact cannot be assessed at that particular point in time together with third party certification to that effect, and the details of the mitigation efforts that have already been taken and further expected to be taken during the Force Majeure period.

35.5. This Clause does not in any manner excuse either YIAPL or the User's obligation to take reasonable steps to follow its normal disaster recovery procedures, or the User's obligation to pay for Airport Activities and Facilities provided by YIAPL.

35.6. YIAPL shall not be liable in any manner whatsoever to the Airport Users in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any event of Force Majeure.

35.7. Upon the occurrence of any Force Majeure event, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

36. RELEASE AND INDEMNITY

36.1. YIAPL and/or its affiliates, shareholders, officers, employees, directors, representatives or agents shall not be liable for:

- (i) any loss or damage caused by any reason to a User's aircraft, equipment, machinery, or the property of the User's crew or passengers at the Airport;
- (ii) personal injury caused for any reason to the crew or passengers of, or persons servicing, an aircraft of the User at the Airport;
- (iii) any loss incurred by the User due to any reason resulting in the closure of the Airport or any part of it and/or unavailability of any service or facility at the Airport;
- (iv) any loss incurred by the User and/or any person claiming through the User, due to any reason as a result of delays in the scheduled movement of the User's aircraft;
- (v) any consequential injury, loss or damage in connection with the use of or closure of the Airport.

36.2. The User shall defend, indemnify and hold harmless YIAPL, its affiliates, shareholders, officers, directors, employees, representatives and agents, from and against any claims, losses, liabilities, damages, demands, suits, causes of action, judgments, penalties costs or expenses (including legal costs and attorneys' fees) in respect of acts, omissions or events ("**Claim**") arising out of any of the following: (a)

the User's failure to comply with the Applicable Laws or Good Industry Practice; (b) any negligent act or omission or willful misconduct, fraud, or misrepresentation on the part of the User, its officers, directors, employees, subcontractors, representatives or agents; (c) any claims made against YIAPL by the User's passengers and/or any third party claims arising out of the User's operation at the Airport (d) breach by the User of any of its obligations, undertakings, covenants, representations, warranties, conditions, contained in this CoU; (e) any and all employment-related claims asserted by any person employed by the User or its sub-contractors or agents, against YIAPL; (f) all intellectual property claims arising out any software or hardware implemented or deployed at the Airport by the User; and (g) in connection with property damage at the Airport, personal injury or death caused by the User, its employees, agents, representative, aircrafts and other vehicles of the User.

37. GOVERNING LAW AND JURISDICTION

37.1. This CoU shall be governed by the laws of India. Subject to Clause 37, the courts at New Delhi, India shall have exclusive jurisdiction, in respect of all matters and Disputes arising out of or relating to this CoU.

38. DISPUTE RESOLUTION

38.1. YIAPL and the relevant User shall at the first instance, attempt to amicably resolve any dispute, difference, claim, question or controversy ("**Dispute**") arising out of this CoU through mutual negotiations. YIAPL may refer such Dispute to the User's director or his nominee, for amicable settlement. Upon such reference, YIAPL's director or his/her nominee and the relevant User's director or his or her nominee shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute.

38.2. In the event, the Dispute is not resolved through such discussions and negotiations in the manner provided in Clause 38.1, within 30 (thirty) days of the reference of such Dispute or such further period, as may be mutually agreed between the Parties, the Dispute will then be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996, as amended from time to time.

38.3. Any Dispute which the Parties (which may wherever relevant include, Airport User) are unable to resolve pursuant to Clause 38.2 within 30 (thirty) days (or such longer period as the Parties may agree) of the written notification by one Party to the other of the existence of a Dispute shall be finally determined by arbitration governed by the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitral tribunal shall comprise of 1 (one) arbitrator each to be appointed by the Airport User and YIAPL and the 3rd (third) arbitrator to be appointed by the 2 (two) appointed arbitrators.

38.4. The seat and venue of arbitration shall be New Delhi, India save and except in respect of Disputes arising in relation to exercise of step-in rights by NIAL under this Agreement in which case the seat and venue of arbitration shall be Lucknow, Uttar Pradesh. Each Party shall pay the expenses of the arbitration in accordance with the rules notified under the Arbitration and Conciliation Act, 1996 and the eventual liability for the costs shall be in terms of the arbitral award. No arbitrator shall be the present or former employee or agent of, or consultant or counsel to either Party or in any way related or closely connected with the Parties. The language of the arbitration shall be English.

38.5. The arbitral award of the Arbitral Tribunal shall be in writing and shall state the reasons for such arbitral award. It is clarified that the arbitral award may also include an award of interest and costs, including reasonable attorney's fees and disbursements.

- 38.6. Any decision or award of the arbitral tribunal shall be final and binding upon the Parties. The Parties agree that any arbitration award made may be enforced by the Parties against assets of commensurate value of the relevant Party, wherever those assets are located or may be found, and judgment upon any arbitration award (wherever necessary) may be entered by any court of competent jurisdiction thereof. The Parties expressly submit to the jurisdiction of any such court for the purposes of enforcement of any arbitration award..
- 38.7. Pending the resolution of a Dispute by way of arbitration, the Parties will continue to perform all their respective obligations under this Agreement.

39. ASSIGNMENT

- 39.1. The rights and obligations of the User are exclusive to the User only and shall not be assigned or shared in any way to or with any other person without the prior written consent of YIAPL. YIAPL may assign and transfer all or any of its rights and obligations under this CoU to any third party.

40. STEP-IN RIGHTS OF NIAL

- 40.1. The Airport User recognizes, acknowledges and agrees that the terms of Article 5.2.4 of the Concession Agreement require the counter party of YIAPL to acknowledge and accept the step-in rights of NIAL, which, inter alia, entitle NIAL to step into this CoU, in its sole discretion, in substitution of YIAPL in the event of termination or suspension of the Concession Agreement. It is expressly clarified that all costs and expenses associated with exercise of NIAL's step-in rights under this CoU shall be solely to the account of the Airport User. Provided further that in the event NIAL does not exercise such rights of substitution within a period not exceeding ninety (90) days from the transfer date, this CoU shall be deemed to cease to be in force and effect on the transfer date without any liability whatsoever on NIAL.

41. CONSENT OR WAIVER

- 41.1. No consent or expressed or implied waiver by YIAPL of any breach by the User of any of the contract/agreement shall be construed as a consent or waiver by YIAPL of any other breach by the User and shall not prejudice in any way the rights, powers and remedies of YIAPL contained in any contract/agreement or under Applicable Laws.

42. AMENDMENT

- 42.1. YIAPL shall have the right, at its sole discretion, to amend, change, modify, add or remove certain terms of the CoU at any time, including without limitation due to operational requirements, security, safety, and/or as a result of changes in Applicable Laws. The CoU, as revised from time to time, shall be available and accessible on YIAPL's website (www.niaairport.in). YIAPL may undertake all reasonable steps to, but shall not be obligated to, notify in case of any changes or updates to the CoUs that materially impact the Airport Users' use and access of the Airport Activities and Facilities, to this extent, the User shall, before using Airport Activities and Facilities and during the continued usage thereof, keep itself updated of the changes in the CoU, whether or not expressly communicated by YIAPL.

43. CLARIFICATIONS

43.1. Where any doubt arises as to the interpretation of any of the provisions of this CoU, the clarifications issued by YIAPL shall be treated as final and binding on the Airport Users.

44. DEFINITIONS

- a) **“Airport”/** means the Noida International Airport, Jewar, District Gautam Buddha Nagar, Uttar Pradesh located at geo-co-ordinates 28°10'32.20"N 77°36'22.47"E and includes all its land, buildings, equipment, facilities and systems.
- b) **“Airport Activities and Facilities”** shall have the same meaning as assigned to it in Clause 1.1.
- c) **“Airside Bussing Standards”** shall have the same meaning as assigned to it in Schedule E.
- d) **“Airside”** shall mean movement area of the Airport, access to which is controlled including, without limitation, the runways, service roadways, taxiways, aprons, hard stand, locations and parking stands used by aircraft, service vehicles and service personnel at the Airport.
- e) **“Airport User”** or **“User”** shall mean any person or entity who or which is a registered aircraft operator with a valid Air Operator Certificate/Permit and/or a person or entity who or which undertakes Ground Handling Services..
- f) **“Applicable Laws”** means all central and state laws in force in India as are applicable to the parties in relation to this CoU, including any statute, ordinance, rule, regulation, notification, circular, code, or direction issued by a Government Instrumentality, or any interpretation of any of them by a Government Instrumentality having force of law, and shall further include all rules, regulations, orders, or notifications issued by a Government Instrumentality pursuant to or under any of them, and shall include all rules, regulations, decisions and orders of the regulatory bodies.
- g) **“Condition of Use” / “CoU”** shall mean this Conditions of Use for Airport Users including the Schedules and Appendices of these conditions as amended from time to time.
- h) **“Concession Agreement”** shall have meaning as assigned to it in Clause 1.1.
- i) **“City Side Development”** shall have the meaning assigned to it under the NIA Concession Agreement.
- j) **“Disabled Aircraft”** means an aircraft that is prevented from moving under its own power or safely taxiing/towed due to accident, incident, system failure, structural damage, runway excursion, gear collapse, or similar condition.
- k) **“Disabled Aircraft Recovery Agent”** means the agent who shall be responsible for providing Disabled Aircraft Recovery Kit and render Recovery Services carried out by a well-trained personnels for the safe, timely, and compliant removal/recovery of a disabled aircraft at the Airport, when the concerned User fails to accept or discharge responsibility for removal in a timely manner.
- l) **“Disabled Aircraft Recovery Kit”** means a specialized set of equipment and tools designed to safely and efficiently remove a disabled aircraft from a runway, taxiway, or any operational area of an airport, without causing further damage to the aircraft or infrastructure.
- m) **“Good Industry Practice”** means the exercise of those practices, methods, techniques, standards, reliability, degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a skilled and experienced Airport User engaged in using the Airport Activities and Facilities applying the standards generally adopted in such circumstances (including those specified by any

regulatory body, trade association, council, chamber, organization both national or international or by YIAPL from time to time).

- n) **“Ground Handling Services”** shall mean the provision of the infrastructure required for operation of the ground handling services required at the Airport for and in respect of aircrafts, passengers and cargo, which shall include but not be limited to ramp handling, traffic handling, aircraft handling, aircraft cleaning, loading and unloading.
- o) **“Minimum Quality Standards”** shall have meaning assigned to it in the Schedule B.
- p) **“NIAL”** means Noida International Airport Limited representing the State Government of Uttar Pradesh with whom YIAPL has signed the Concession Agreement dated 7th October 2020 (**“NIA Concession Agreement”**) for the development, operation, and maintenance of the Airport on design, build, finance, operate and transfer (the **“DBFOT”**) basis in accordance with the terms and conditions to be set forth in the NIA Concession Agreement.
- q) **“Landside”** shall mean the area outside the passenger terminal building and includes facilities and infrastructure in and around the terminal building, excluding the Airside at the Airport.
- r) **“Person”** shall mean a natural person, a body of persons or a corporation or other legal entity that is recognized by law..
- s) **“Project Assets” shall have the meaning assigned to it under the NIA Concession Agreement.**
- t) **“Relevant Authority”** shall mean and include Government of India (**“GoI”**), Government of Uttar Pradesh (**“GoUP”**), Airports Authority of India (**“AAI”**), Directorate General of Civil Aviation (**“DGCA”**), Ministry of Civil Aviation (**“MoCA”**), Bureau of Civil Aviation Security (**“BCAS”**), Airports Economic Regulatory Authority (**“AERA”**) or any other subdivision or instrumentality thereof or any other authority empowered by the Applicable Laws.
- u) **“Service Level Agreements”** shall have meaning assigned to it in the Schedule B.
- v) **“Terminal Building”** shall have meaning assigned to it under NIA Concession Agreement.
- w) **“YIAPL” or “Yamuna International Airport Private Limited”** a company incorporated in India under the provisions of the Companies Act, 2013, having corporate identification number: U62100UP2020FTC165446, and having its registered office at YIAPL Administrative Office, Noida International Airport, Kishorepur, Jewar, Gautam Buddha Nagar, Uttar Pradesh, India and its corporate office at Regus Eversun Business Centre Private limited Incube at Level-V, Punj Essen House, 17-18, Nehru Place, New Delhi – 110019 shall mean the developer and operator of the Noida International Airport, Jewar (**“NIA”**) and has been carrying out the development, operations, and management of the Airport.

The above definitions are not exhaustive, and certain words or expressions are defined as the capitalized term at the appropriate places to carry meaning consistently relatable to the defined words or expressions and used in this document.

45. INTERPRETATION

Unless otherwise stated or unless the context otherwise requires:

- 45.1. For the purpose of this CoU, where the context so admits, (i) singular shall be deemed to include plural and *vice-versa*, (ii) the word ‘include’ and ‘including’ shall be construed without limitation, and (iii) any

reference to month shall mean, a reference to an English calendar month and the word 'monthly' shall be construed accordingly;

- 45.2. A reference to the CoU includes any variation or amendment or replacement of the CoU;
- 45.3. A reference to a person includes natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or an entity including any governmental or political subdivision, ministry, department or agency thereof;
- 45.4. The titles or headings of this CoU have been included solely for ease of reference and shall not be considered in the interpretation or construction of this. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings unless such capitalized/ defined words or phrase is sourced from any Applicable Laws. A reference to the Schedule is a reference to a Schedule of this CoU and a reference to this CoU includes the recitals of a Schedule;
- 45.5. If any provisions of this CoU are or become invalid, illegal or unenforceable for any reason whatsoever, it shall be divisible from the remainder of this CoU and shall be deemed to be deleted from this CoU and the validity of the remaining provisions of this CoU shall not be affected in any way;
- 45.6. Any reference to approval for the purposes for this CoU shall unless such applicable approval has been finally granted or issued by the Relevant I Authority the same shall not be treated as an approval for the purposes of the interpretation or governance of this CoU;
- 45.7. References to any legislation or any provision thereof shall include amendment or reenactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- 45.8. References to laws of the State, Central, laws of India or Indian law or regulation having the force of laws shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- 45.9. The Schedules and Recitals to this CoU form an integral part of this CoU and will be in full force and effect as though they were expressly set out in the body of this CoU;
- 45.10. 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;
- 45.11. In the event of conflict between the terms of this CoU and the provisions of any agreement between YIAPL and Airport User, the parties shall endeavour to reconcile the conflict based on the principles of harmonious interpretation. In the event the parties are unable to agree on the resolution of conflict, the decision of YIAPL shall be final and binding.
- 45.12. Unless the context otherwise requires, the Airport User shall include all its sub-contractors, agents, affiliates, associates, or any Person engaged by the Airport User in connection with the Airport Activities and Facilities.

SCHEDULE A

STANDARD OPERATING PROCEDURE

(Detailed SOP, as listed below, will be separately provided to User)

List of SOPs/Guidelines/Policies/Manuals for sharing with Airlines & Ground Handlers		
S.No.	Department	Documents
1	Security	Reporting & Filing of FIR for aviation crimes
2	Security	Weapon Acceptance Procedure
3	Security	Biometric Aerodrome Entry Permit (BAEP)
4	Security	Cargo Entry Permit
5	Security	Entry pass for Tools of Trade
6	Security	Issuance of commercial AEPs
7	Security	Issuance of Temporary Airport Entry Permit (TAEP) and Casual Labour Token (CLT)
8	Security	Issuance of TAEP for Mishandled Baggage
9	Security	Activation of holding area for passenger of aircraft under threat
10	Security	Mandated relevant portion of Airport Security Programme
11	Security	Mandated relevant portion of Anti-Hijack and Bomb Threat Contingency Plan
12	Safety	Safety Management System Manual
13	Safety	Safety Guidelines
14	Safety	Assurance Manual
15	Crisis Management	Airport Emergency Plan
16	Crisis Management	Disaster Management Plan
17	Crisis Management	Disabled Aircraft Removal Plan
18	ARFF	Issuance of fire clearance for allocated spaces
19	Terminal Operations	Handling Congestions
20	Terminal Operations	Handling of unruly passengers
21	Terminal Operations	Swing Conversion
22	Terminal Operations	Offload of Passengers - Domestic & International
23	Terminal Operations	Doctor Ambulance movement
24	Terminal Operations	Handling Bomb threat/Threat Handling at Airport & Terminal
25	Terminal Operations	Transfer Flow of Passenger

26	Terminal Operations	Self-Baggage Drop
27	Terminal Operations	Mix Rotation
28	Terminal Operations	Equipment Failure at PESC
29	Terminal Operations	PA Failure
30	Terminal Operations	Cancellation of international flight
31	Terminal Operations	FIDS failure
32	Terminal Operations	Disruption of water supply
33	Terminal Operations	Role of Terminal Ops in Building Evacuation
34	Terminal Operations	Activation of emergency response centre
35	Terminal Operations	Handling Death at Airport
36	Terminal Operations	Domestic Flight Cancellation Before Boarding
37	Terminal Operations	Domestic Flight Cancellation After Boarding
38	Terminal Operations	Return of Evacuated Pax to Terminal building
39	Terminal Operations	Terminal Rules and Regulations Manual
40	APOC	Communication of resource allocation & flight data related changes
41	APOC	Preparation and execution of aircraft stand and reclaim belt allocation- Arrival Focus
42	APOC	Preparation and execution of gate, CIC and baggage chute allocation- Departure focus
43	APOC	Return taxi, Return Flight, Diverted flight and aborted pushback operations
44	APOC	Unavailability of airport fixed resources for resource allocation during daily operations (Reactive Maintenance)
45	APOC	Fallback Procedures to be followed if VDGS Application fails
46	APOC	User Manual-Work Permit
47	APOC	Ad Hoc Slot Allocation
48	Airside Operations	Handling oil & fuel spillage in the airfield
49	Airside Operations	Handling high power engine runup

50	Airside Operations	Handling LVP at NIA
51	Airside Operations	Aircraft Maintenance on Apron
52	Airside Operations	Incident/Accident reporting
53	Airside Operations	Airside Driving Permit issuance
54	Airside Operations	Vehicle/Equipment Entry Permit Issuance
55	Airside Operations	Breath-Analyser Examination
56	Airside Operations	Aircraft turn around manual
57	Airside Operations	Airside rules & regulations manual
58	Airside Operations	Aerodrome manual
59	IT	Service Request Procedure
60	IT	Incident Management Procedure
61	Environment	Environment Policy and Safety Policy
62	Environment	Environment Management Guidelines
63	Commercial	Guidelines for Office Space
64	Finance	Credit Policy
65	Marketing	SOP
66	Mobility	Mobility Familiarization
67	Mobility	Traffic Regulation plan for landside

SCHEDULE B
Minimum Quality Standards and Service Level Agreement
 (Applicable on Ground Handling Agents/Self Handling Airlines)

S. No.	KRA	SLA	SLA Description	KPI
1	Ground Support Equipment (“GSE”)	Key GSE requirements	Key requirements: 1. Only new GSE shall be allowed at the Airport. 2. GSE must be in accordance with Applicable Law. 3. Maximum age of any GSE shall not exceed beyond the age as may be stipulated in the relevant guidelines issued by the Ministry of Civil Aviation in this regard, from time to time.	100%
2		Age	User to ensure that the age of the support/utility vehicles deployed at the Airside shall not exceed 15 years.	100%
3		Airside rules and regulations	User to comply with any rules/regulations/guidelines/manual/direction issued by YIAPL's in relation to Airside from time to time.	100%
4		GSE Fitness Certificate	During usage, User shall ensure that none of its GSE with lapsed or invalid fitness certificate relevant authorities (including road transport authority), shall be within the Airport premises, at any point of time. Fitness certificate issued by relevant authorities including (road transport authority) to be obtained by User in relation to execution of the Scope of the Project. For ensuring fitness within codal life, User to comply with IATA Airport Handling Manual for those which are not certified by the Regional Transport Office. No equipment to operate within the airport premises without a valid equipment permit issued by airport operator and certified fit by the User/ Carrier or an invalid or lapsed fitness certificate.	100%
5		Display of AVP / AEQP	The User shall ensure that the Airside vehicle permit and/or the airside equipment permit is always displayed prominently on the GSE.	100%

6		Electric tugs and vehicles	The User shall ensure that its vehicles comply with Bharat Stage IV emission standards till Bharat Stage VI emission standards are made mandatory by Government of India plus all other relevant regulations application from time to time.	100%	
			All electric buses should comply with National Bus Building Code and should be friendly to passengers with reduced mobility.		
7		GSE	GSE provided by the User will be in compliance with GSE standards as specified under IATA's air handling manual as issued from time to time.	100%	
8		Overall count of GSEs	The User shall provide overall count of flight handling GSEs and Equipment with segregation.	100%	
9		Refurbished equipment	Refurbished equipment shall not be allowed at the Airport under any circumstances.	100%	
10		GSE geotagging	All GSE motorized or non-motorized to be geotagged and comply with NIA's standards w.r.t. geotagging and should be telematics enabled as per standards. Any exceptions to such geotagging shall be mutually agreed upon between the Parties.	100%	
11		GSE breakdown	Sufficient GSE availability to be maintained all the time ensuring timely aircraft turnaround.		
12	On time performance	Delays in aircraft turnaround	On time performance of minimum 98% to be maintained by User. (Flight is considered on time if the difference between scheduled and actual is less than or equal to 15 mins.)	98%	
13		Check-in - Transaction time	Time taken to process one passenger at check-in / transfer counter not to exceed 90 seconds for domestic and 180 seconds for international.	95%	
14		Passengers with reduced mobility	1) Response time for passengers with reduced mobility – within 5 minutes of request 2) Wait time within 5 mins for arrival of wheelchair once passenger arrives at the terminal	100%	
15		First Bag/Last Bag	Domestic:		95%
			1. User has to maintain average First bag at 10 mins of on block		
	2. User has to maintain average Last bag at 30 mins of on block				
	International:				
		3. User has to maintain average First bag at 15 mins of on block			

			4. User has to maintain average Last bag at 40 mins of on block	
16	Accident/incident/ near miss reporting	Data requirement	Following data to be shared by the User:	100%
			1) Monthly reporting of ground handling volume figures by 7 th of each month for the preceding month.	
			2) Audited financial accounts within 6 months from the end of each Financial Year.	
			3) Reporting of accidents and/or incidents at the airside in respect to aircraft damage rendering aircraft on ground within 15 mins of occurrence of an accident / incidence.	
			4) Any other operational data upon a written request by YIAPL.	
17		Aircraft damage	Damage to aircraft resulting in substantial damage or aircraft on ground situation:	
			1) Not to exceed 1 per 25,000 aircraft turnarounds or as per State Safety Policy (whichever is more demanding).	
			2) Substantial damage as defined by ICAO/DGCA.	
18		Aircraft damage	Minor damage to aircraft:	
			3) Not to exceed 1 per 5,000 aircraft turnarounds or as per State Safety Policy (whichever is more demanding)	
			4) Minor damage as defined by ICAO/ DGCA	
19	Satisfaction of the Users	Reporting	Following data to be shared by the User:	100%
			1) Service level agreements tracking reports by Carrier served by User to be submitted within 7 days of receiving.	
			2) Contracts signed by User with airlines at Airport.	
20		Staff behaviour	The User shall ensure that all employees are well groomed in terms of airport discipline, i.e., no spitting in airport premises, no littering in airport premises, no occupying passenger seat, no using passenger washroom, no sitting on Wheelchair, no using buggy service, no smoking in passenger smoking zones/lounges.	100%
21		Common use self-service ("CUSS") Kiosks	CUSS kiosks to be manned to assist passengers as per Carrier requirement in the ground handling agreement executed between User and such Carrier	100%

			1) 1 staff for every 2 CUSS kiosks allocated to the Carrier; 2) 1 staff for every 3 CUSS kiosks in the common use CUSS kiosks.	
22		Compliment	Passenger / Airline compliment: More than 3 compliments per 1,000 flights	100%
23		Complaint	Passenger / Carrier complaint: Less than 1 complaint per 1,000 flights	100%
24	Miscellaneous	Crisis response	User shall respond immediately on receipt of information from YIAPL / APOC or from any other source by providing requested equipment and manpower.	100%
25		Crisis response	User to comply with YIAPL's emergency response plan.	100%
26		Terminal rules & Regulation	User to comply with YIAPL's terminal rules and regulations.	100%
27		Breath Analyzer Test	User to comply with DGCA mandated breath analyser testing.	100%
28		Basic Safety Training	User to ensure all staff to undergo basic safety training provided by YIAPL prior to their induction.	100%
29		Competency Card	User to ensure quality control and safety card is provided to competent employees as per DGCA approved quality control manual, if applicable.	100%
30		Security Manual	User to comply with YIAPL's security manual.	100%
31		Pilferage	User to ensure zero tolerance to pilferage.	100%
33		Security training requirements	User to comply with YIAPL's safety and security requirements.	100%
34		Training hours	Mandatory yearly training hours for each of User's employee - 40 hours.	100%
35		Digital Management Systems	User shall deploy an effective resource management system, turnaround management system and safety management system.	100%
36		Resource allocation	User shall follow airport operation centre's fixed resource allocation.	100%
37		Background check	User to mandatorily perform a background check for all of its employees and maintain a database of documents for all its employees.	100%

SCHEDULE C
ICT Services - Terms and Conditions

Airport User shall directly subscribe to various service offered by YIAPL / YIAPL appointed service provider and avail necessary services for carrying out their business activities within the Airport. It includes services refers to forms of technology that are used to transmit, process, store, create, display, share or exchange information by electronic means.

- (i) Data Services: Wired and Wireless services enabled in shared or dedicated mode of service
- (ii) Voice Services: Offered as individual or bunch of voice services like Telephony, TMRS etc.
- (iii) Business Internet / Connectivity - Airport User shall directly subscribe to the licensed service provider for their dedicated Internet requirements.
 - a. Such services will be terminated at designated locations at the Airport and will be further extended to the premises of the Airport User using internal LAN cabling and connectivity infrastructure. Airport User will need to subscribe to such extension services offered by the identified service provider.
- (iv) Other Airport IT Services: Any other IT services to carry out business activities of Airport User within Airport.

Airport User shall directly subscribe with YIAPL or YIAPL appointed service provider / agencies for carrying out the IT setup or services, changes, built, modify, including operations support to carry out the business activities within Airport. YIAPL shall charge the Airport User based on the services availed as per list published below.

S.No.	Item / Service	Monthly Opex (INR)	One-Time Cost (INR)
1	Standard Data Port Charges	1300.00	3750.00
2	VLAN Configuration per Data Port	—	1500.00
3	IT Rack Space (Per U) for hosting servers/routers	1500.00	—
4	Intercom Services	2250.00	5750.00
5	TMRS Handset	1500.00	4000.00
6	FIDS Media Player (Without Screen)	3000.00	—
7	FIDS Media Player + 43" Screen	4100.00	—
8	FIDS Media Player + 55" Screen	4500.00	—
9	CCTV Camera (Fixed Dome)	3000.00	—
10	Security Access Control	3000.00	—

In case of damages to any of the above IT equipment, necessary charges for damages will be applicable and payable by the Licensee and based on actuals.

- All above IT Service Charges are excluding applicable taxes
- Operations & Maintenance shall be borne by YIAPL as per practice.
- Installation of FIDS Displays shall not be borne by YIAPL.
- Issues related to technology offerings shall be reached out to IT Support desk of NIA.

Any IT work / services which shall be carried out at / passes through the designated area of the Airport User shall be communicated in prior by YIAPL / YIAPL appointed service agency as part of routine operations / services improvement. Airport User shall cooperate for any such amendment within the landscape of Airport.

The Airport User shall be obliged, at its own cost, to communicate, cooperate, and liaise with other contractors (including EPC / construction contracts/ service contracts/ works contracts/ related works concessionaires / related works contractors / Government authorities/service providers) to jointly derive proactive and effective working methods, programmes and procedures at interfaces so as to mitigate any possibility of delays or interruption to the works of each other. In addition to the foregoing, the Airport User shall attend coordination meetings with the aforesaid contractors/entities as may be required by YIAPL for the security, safety, and efficient working of the Airport. The Airport User shall resolve within a set timeline all interface related design / procurement / construction / integration issues with the other contractors for the efficient working of the Airport.

Support Matrix	Email ID	Contract No	IP Phone
IT Support	IT.support@niairport.in	9266791100	10001
L1 Support	smlead@niairport.in	9582068096	
L2 Support	program.manager@niairport.in	9871991813	
L3 Support	Saroj.Behera@niairport.in	9810883001	

SCHEDULE D

Data format to be submitted by the Airport User to YIAPL

Passenger Airlines – for departing and arriving flights



Passenger data
Format

Cargo Data

Date	All figures in MT									
	Courier		Mail		Perishables		All Other Cargo		TOTAL	
	Inbound	Outbound	Inbound	Outbound	Inbound	Outbound	Inbound	Outbound	Inbound	Outbound

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

- a. Aircraft Movement Message (MVT)
- b. Load Message (LDM)
- c. Passenger Transfer Message (PTM)
- d. Passenger Service Message (PSM)
- e. Aircraft Diversion Message (DIV)
- f. Baggage Service Message (BSM)
- g. Forward Baggage Message (FWD)
- h. Baggage Source Message (BSM)
- i. Baggage Process Message (BPM)
- j. Baggage Unload Message (BUM)
- k. Baggage Transfer Message (BTM)
- l. Container/Pallet Distribution Message (CPM)
- m. Statistical Load Summary (SLS)
- n. Passenger Assistance List (PAL)
- o. Load Planning Message
- p. Abbreviated Load Information Message
- q. Teletype Passenger Manifest (TPM)
- r. Fuel Monitoring Message (FMM)
- s. Passenger Reconciliation List (PRL)
- t. Ad Hoc Schedule Message (ASM)
- u. Any other data, as required by YIAPL

SCHEDULE E

Medical emergency on board

- (i) Proper information is passed by airlines to APOC for any requirement of an ambulance for transferring the stretcher passengers from city side to aircraft and vice versa.
- (ii) Ensure proper coordination with all regulatory government agencies.
- (iii) In case if a person is declared as dead by a qualified doctor, the concern User/ airline(s) will coordinate with local police & APHO, inform CISF, APOC, as well as other Relevant Authority and the management about the incident (Customs and Immigration for international flights only), where assistance needed, shall seek the support of terminal manager.
- (iv) Under no circumstances the body should be moved, and any other legal requirement should not be disturbed in the process. The User shall wait for the body to be cleared by Police. However, all steps are to be taken for removal of body from the premises at the earliest in coordination with the local police & APHO.
- (v) Movement of passenger on stretcher is through Airside. Coordination is required for ensuring timely availability of ambulance for transporting stretcher to and from the aircraft.
- (vi) Airline will ensure proper coordination and completion of necessary formalities with relevant CISF officer, Immigrations/Customs (for international flights) and CISF to permit accessories like oxygen cylinders etc. along with the stretcher.
- (vii) A dedicated transfer patient room is located at Airport. This room has only basic medical amenities for providing rest to stretcher passenger during transit. User shall ensure proper documentation-immigration clearance, CISF clearance for the patient and also for the accompanying doctor. User shall take care of food and beverage of the patient. Regulatory agencies are kept informed about the passenger accommodation in the earmarked room.
- (viii) User to take all necessary clearance from all concerned authority for passengers accompanying the stretcher passenger.
- (ix) User shall pay for other medical help beside these medical emergencies.
- (x) Details of rate and charges for medical services shall be as decided by YIAPL/Medical Partner.

SCHEDULE F

BANK GUARANTEE FORMAT

[On a requisite non-judicial stamp-paper]

FORMAT OF PERFORMANCE BANK GUARANTEE

Date:

PEFORMANCE BANK GUARANTEE

Beneficiary: **Yamuna International Airport Private Limited**

YIAPL Administrative Office, Noida International Airport, Kishore Pur, Jewar, Gautam Buddha Nagar, Uttar Pradesh, 203155, India

THIS **DEED OF GUARANTEE** is executed by a Banking Company duly incorporated in and having our Head office at (hereinafter referred to as the "**Guarantor**", which expression shall unless it is repugnant to the subject or context thereof include successors and assigns

IN FAVOUR OF:

Yamuna International Airport Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at Unit No. YIAPL Administrative Office, Noida International Airport, Kishore Pur, Jewar, Gautam Buddha Nagar, Uttar Pradesh, 203155, Indiato (hereinafter referred to as the "**YIAPL**" which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successor-in-business and assigns)

WHEREAS:

- A., a company incorporated under the Companies Act, and having its registered office at (hereinafter referred to as the "**Airport User**" which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successor-in-business and assigns) and YIAPL has authorized the Airport User to access and use the Airport Activities and Facilities in accordance with the terms and conditions of the Conditions of Use ("CoU") hereinafter referred to as the "**Agreement**".
- B. As stipulated under the Agreement, the Airport User is required to furnish to YIAPL an unconditional, irrevocable, on-demand bank guarantee for the performance of its obligations under the Agreement for an amount equal to
- C. At the request of the Airport User and for sufficient consideration, the Guarantor has agreed to provide an unconditional, irrevocable and on-demand bank guarantee in favour of YIAPL.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- 1. The Guarantor, hereby, unconditionally and irrevocably undertakes to pay to YIAPL without any demur, reservation, contest, recourse and protest whatsoever and without reference to the Airport User, any and all amounts payable by the Airport User upon occurrence of any failure or default in due and faithful performance of its obligations under the Agreement to the extent of ("**Guaranteed**

Amount”) immediately after receipt of a demand, in writing on or before the expiry date of this guarantee.

2. The Guarantor undertakes not to revoke this Guarantee during its currency without the Guarantor undertakes not to revoke this Guarantee during its currency without written consent of YIAPL and further agrees that the guarantee herein contained shall continue to be enforceable till YIAPL discharges this guarantee or until the expiry date of the guarantee, whichever is earlier.
3. This Guarantee is issued at the request of the Airport User and for consideration received from the Airport User (the receipt and sufficiency of which is hereby acknowledged).
4. This Guarantee shall cover all claim or claims of YIAPL against the Airport User in respect of which YIAPL’s demand in writing be served on the Guarantor. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any applicable law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that YIAPL receives the full amount due hereunder as if no such withholding had occurred.
5. The Guarantor acknowledges that any demand under this guarantee by YIAPL of the amounts payable by the Guarantor to YIAPL shall be final, binding and conclusive evidence in respect of the amounts payable by the Airport User to YIAPL notwithstanding any differences between the Airport User and YIAPL and/or any dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority. The Guarantor shall not go into the veracity of any breach of failure on part of the Airport User or pay heed to any direction given by the Airport User.
6. This Guarantee shall remain in full force and effect from the date hereof until, subject to a further claim period of three month (the “Validity”) as the case may be or unless YIAPL certifies in writing to the Guarantor that the terms and conditions of the Agreement have been fully and properly carried out by the Airport User and accordingly discharges the Guarantee or until the expiry date of the guarantee, whichever is earlier. No claim made after the Validity of the claim date shall be valid against the Guarantor.

Notwithstanding the foregoing, this Guarantee shall continue in effect until the sums payable under this Guarantee have been indefeasibly paid in full and the Guarantor receives written notice thereof from YIAPL or until the expiry date of the guarantee, whichever is earlier.

7. This Guarantee shall be in addition to and not in substitution or in derogation of any other right or security interest held by YIAPL to secure the obligations of the Airport User under the Agreement or other agreements executed or to be executed between the Airport User and YIAPL. YIAPL may at its discretion and without any further consent from the Guarantor and without affecting the liability of the Guarantor, vary or give up such security or make any other arrangements with the Airport User or any other person and nothing done or omitted to be done by YIAPL in pursuance of any authority contained in this Guarantee shall affect or discharge the liability of the Guarantor under this Guarantee. This Guarantee shall remain in force during its currency notwithstanding any intermediate settlement of account or payment.

8. The Guarantor further unconditionally agrees with YIAPL that YIAPL shall be at liberty, without the requirement of the Guarantor's consent and without affecting in any manner the Guarantor's obligation under this Guarantee, from time to time, to:
- i. Vary and/or modify or waive any of the terms and conditions of the Agreement or alter the extent or nature of works to be provided by the Airport User,
 - ii. Extend and/or postpone the time for performance of the obligations of the Airport User under the Agreement, or
 - iii. Exercise forbearance, grant indulgence or time or enforce any of the rights exercisable by YIAPL against the Airport User under the terms and conditions of the Agreement;

and the Guarantor shall not be relieved from its liability by reason of any such act or omission specified above on the part of YIAPL or any indulgence or forbearance by YIAPL to the Airport User,

9. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Agreement. It shall not be necessary for YIAPL to proceed against the Airport User before proceeding against the Guarantor for any legal action and the Guarantee herein contained shall be enforceable against the Guarantor notwithstanding any security or guarantee, which YIAPL may have obtained or obtain from the Airport User.
10. In order to give effect to this Guarantee, YIAPL shall be entitled to treat the Guarantor as the principal debtor under this guarantee, notwithstanding any security or other guarantee that YIAPL may have in relation to the Airport User's liabilities. The Guarantor further confirms that its liability under this Guarantee shall not be discharged, impaired or affected by reason of: (a) any defect in the obligations of the Airport User under the Agreement; or (b) any legal limitation, disability or incapacity or other circumstances relating to the Airport User; or (c) any other matter or in circumstances whereby but for this provision the Guarantor would or might be discharged from liability under this Guarantee; or (d) any incapacity or lack of powers, authority or legal personality or dissolutions or change in status of the Airport User; or (e) any variation of the Agreement; or (f) the partial or entire release of any guarantor or other person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Airport User's obligations under the Agreement; or (g) any extension or waiver, or amendment whatsoever which may release the Guarantor (other than performance of indefeasible payment of a Guaranteed Amount); or (h) any part performance of the Agreement by the Airport User; or (i) any failure by YIAPL to timely pay or perform any of its obligations under the Agreement.
11. If, and to the extent that, the Airport User enters or threatens to enter into any proceedings in bankruptcy or reorganization or otherwise, or if for any reason whatsoever, the performance or payment by the Airport User of the Guaranteed Amount becomes or may be reasonably expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to YIAPL on demand received at the guarantor counter on or before the expiry date of this guarantee.
12. This Guarantee shall not in any way be affected by and the Guarantor's liability shall not be discharged by the winding up, dissolution or insolvency or liquidation, dissolution, amalgamation, re-construction or re-organization of the Airport User or the Guarantor or the appointment of a receiver or administrative receiver or administrator (or similar person in any jurisdiction) of any of the assets of the Airport User or the Guarantor, or any change of control of the Airport User or the Guarantor, or occurrence of any circumstance affecting the liability of the Airport User or affecting the Guarantor's liability to discharge any obligation secured by this Guarantee. This Guarantee shall also not be affected by change in YIAPL's constitution or by any amalgamation and absorption thereof or therewith and shall subsist and be

- available for the benefit of and be enforceable by YIAPL's successors including the absorbing or amalgamated company or concern.
13. The Guarantor represents and warrants to YIAPL that:
- (a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorize the execution, delivery and performance by it of this Guarantee;
 - (b) the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes a legal, valid and binding obligation on it enforceable in accordance with its terms;
 - (c) neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof shall: (i) contravene any material provision of any law, statute, rule or regulations or any order, writ, injunction or decree of any court or governmental instrumentality; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party; or (iii) violate any provision of the Guarantor's constituent documents; and
 - (d) no order, consent, approval, license, authorisation or validation of, or filing, recording or registration with, except as have been obtained or made prior to the date hereof, or exemption by, any governmental or public body, or any subdivision thereof, is required to authorise, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee.
14. The Guarantee herein contained shall be a continuing Guarantee during its currency and all liabilities to which it applies or may apply under the terms hereof shall be conclusive as regards amount due and payable by the Guarantor under this Guarantee. No failure or delay on the part of YIAPL in exercising any right, power or privilege hereunder and no course of dealing between YIAPL and the Guarantor, or the Airport User, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
15. The Guaranteed Amount is payable immediately on demand and in any case within twenty four (24) working hours of presentation of letter of invocation of Guarantee. The Guarantor agrees that any notice under or pursuant to this guarantee can be served upon it at its office at or by via e-mail addressed toor any of its branches located in India and if served after 1700 hours on a day shall be deemed to have been served on the succeeding day.
16. This Guarantee and the power and provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee heretofore given to YIAPL by the Guarantor (whether jointly with others or alone) and now existing uncanceled and this Guarantee is not intended to and shall not revoke or limit such guarantee.
17. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which YIAPL would otherwise have.
18. To the extent permitted by the applicable law, the Guarantor has agreed and acknowledged that no action, event or condition which by any applicable law should operate to discharge the Guarantor from its obligations under this Guarantee will have any effect and the Guarantor irrevocably waives any right

which it may at any time have to apply such law so that in all respect its obligations under this Guarantee will be irrevocable and unconditional.

- 19. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with YIAPL to replace the invalid, illegal or unenforceable provision.
- 20. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.
- 21. Any notice, request or other communication to be given or made under this Guarantee shall be in writing addressed to the Guarantor at the address mentioned below.

YIAPL Administrative Office, Noida International Airport, Kishore Pur, Jewar, Gautam Buddha Nagar, Uttar Pradesh, 203155, India
Email:.....

Any notice by way of request, demand or otherwise hereunder may be sent by Registered post/courier or by electronic means , it shall be sufficiently given or delivered if addressed to the Guarantor and sent by courier or by email or by registered mail to the Guarantor at the address(s) set forth herein.

- 22. Either party may change the above address by prior written notice to the other party.
- 23. This Guarantee shall be governed by, and construed in accordance with [the laws of India]. Any dispute under this Guarantee shall be subject to the exclusive jurisdiction of the competent courts of [Delhi].
- 24. The benefits of this Guarantee may be assigned in full by the YIAPL to any person to whom all the benefits of the Agreement are transferred, or to YIAPL’s lenders (being the financial institutions, banks, funds and/or trusts who provide or refinance the debt, including guarantees, risk participation facility, take-out facility and other forms of credit enhancement) and includes any subscriber to/trustee for the holders of debentures/bonds or other securities issued by the YIAPL), but may not otherwise be transferred or assigned without the prior written consent of the Guarantor, which consent shall not be unreasonably delayed or withheld. The Guarantor undertakes following receipt of a notice of any such assignment to make payments hereunder, in accordance with the directions of such assignee.
- 25. Notwithstanding anything contained hereinabove:
 - i. Our liability under this Bank Guarantee shall not exceed
 - ii. This Bank Guarantee shall be valid up to (date) post which it ceases to be in effect in all respects whether or not the original Bank Guarantee is returned to us and;
 - iii. Our liability under this guarantee will arise only if we receive a claim or demand in writing, in accordance with the terms of this guarantee, from **Yamuna International Airport Private Limited** on or before **(date)**.

Dated this _____ day of _____
PLACE:
WITNESS:

SCHEDULE G

TEN PRINCIPLES OF UNITED NATIONS GLOBAL COMPACT

Human Rights:

Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and

Principle 2: Make sure that they are not complicit in human rights abuses.

Labour:

Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;

Principle 4: The elimination of all forms of forced and compulsory labour;

Principle 5: The effective abolition of child labour; and

Principle 6: The elimination of discrimination in respect of employment and occupation.

Environment:

Principle 7: Businesses should support a precautionary approach to environmental challenges;

Principle 8: Undertake initiatives to promote greater environmental responsibility; and

Principle 9: Encourage the development and diffusion of environmentally friendly technologies.

Anti-Corruption:

Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

SCHEDULE H

SAFETY REQUIREMENTS

Compliance with Regulations

All Airport Users shall comply with all applicable Indian civil aviation regulations, aerodrome operating procedures, and any safety directives, instructions, or circulars issued by the YIAPL or Regulatory Authority.

Adherence to the Safety Management System (SMS)

Airport Users shall actively participate in and cooperate with the Airport Operator's Safety Management System (SMS), including the reporting of safety hazards, reporting of safety occurrences by telephone on the published numbers to Duty managers Airside/Terminal/Landside security; participation in safety committee meets, safety performance monitoring, and contribution to safety investigations when required.

Safety Responsibility

Each Airport User shall be responsible for the safe conduct of its operations, activities, personnel, vehicles, and equipment within the airport premises and shall ensure that such operations do not endanger other airport users or property.

Reporting of Safety Occurrences and Hazards

Airport Users shall promptly report all accidents, incidents, hazards, and near-miss occurrences to the Airport Safety Office through the prescribed reporting channels. Failure to report such events shall be treated as non-compliance with these Conditions of Use.

Airside Access and Vehicle Operations

Only personnel holding valid Airside Driving Permits (ADP) and properly authorized vehicles shall operate within the airside area. All operations shall be conducted in accordance with the YIAPL's Airside Safety Rules and Procedures.

Personal Protective Equipment (PPE)

Airport Users shall ensure that all personnel working in operational or restricted areas wear appropriate Personal Protective Equipment (PPE) as specified by the YIAPL's safety standards.

Foreign Object Debris (FOD) Control

Airport Users shall maintain their work areas free of Foreign Object Debris (FOD) and shall immediately remove or report any FOD detected. Failure to maintain FOD-free zones may result in penalties or withdrawal of airside access privileges.

Safe Operation of Equipment and Use of Infrastructure

Airport Users shall operate all machinery, vehicles, and ground support equipment in a safe and responsible manner, ensuring that all such equipment is properly maintained and used in accordance with manufacturer instructions and airport regulations.

Coordination During Emergencies and Abnormal Situations

In the event of an emergency or abnormal situation, Airport Users shall immediately comply with all instructions issued by the YIAPL's concerned departments.

Participation in Safety Meetings and Training

Airport Users shall nominate representatives to attend safety briefings, meetings, and training sessions organized by the YIAPL when requested, and shall ensure dissemination of safety information within their organization.

Hazardous Materials and Fuel Safety

Airport Users engaged in handling, storage, or transport of hazardous substances, including aviation fuel, shall comply with all applicable safety requirements, containment procedures, and spill response procedures.

Construction and Maintenance Activities

Contractors and other Airport Users undertaking construction, repair, or maintenance activities on airport premises shall obtain the necessary Work Permits and approvals and shall operate in accordance with approved safety method statements and risk assessments.

Safety Coordination

Airport Users shall ensure that safety measures implemented under these Conditions of Use are consistent with and do not compromise established aviation safety requirements.

Non-Compliance and Enforcement

Any breach of these safety requirements shall constitute a violation of the Conditions of Use and may result in disciplinary action, including suspension of operations, financial penalties, or withdrawal of access privileges, as determined by the YIAPL.

Continuous Improvement

Airport Users shall cooperate fully with the Airport Operator in promoting a proactive safety culture, sharing safety data, and participating in continuous improvement initiatives aimed at enhancing operational safety across the airport