



**AIR TRANSPORT AGREEMENT  
BETWEEN THE GOVERNMENT OF THE REPUBLIC  
OF INDIA AND**

**THE GOVERNMENT OF THE REPUBLIC OF KAZAKHSTAN**

The Government of the Republic of Kazakhstan and the Government of the Republic of India, hereinafter called the Contracting Parties,

Being Parties to the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December, 1944,

Desiring to promote their mutual relations in the field of civil aviation and to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing scheduled air services between and beyond their respective territories,

Have agreed as follows:

**ARTICLE - 1**

**DEFINITIONS**

For the purpose of this Agreement, unless the context otherwise requires:

- (a) the term "aeronautical authorities" means, in the case of the Government of the Republic of Kazakhstan, the Ministry of Transport and in the case of the Government of the Republic of India, the Director General of Civil Aviation or in both cases, any person or body authorised to perform the functions exercised now by the said authorities;
- (b) the term "airline" means any air transport enterprise offering or operating an international air service;
- (c) the term "air service" means any scheduled air service performed by aircraft for the public transport of passengers,
- (d) the term "capacity" means:
  - (i) in relation to an aircraft, the payload of that aircraft available on a route or section of a route;
  - (ii) in relation to a specified air service, the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period on a route or a section of a route.



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- (e) the term "the Convention" means the Convention on International Civil Aviation, opened for signature at Chicago, on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annex or Convention under Articles 90 and 94 thereof insofar as these have become effective for both Contracting Parties;
- (f) the term "designated airline" means an airline which has been designated and authorized in accordance with Article 3 of the present Agreement;
- (g) the term "international air service" means an air service which passes through the air space over the territory of more than one State;
- (h) the term "stop for non-traffic purpose" means a landing for any purpose other than taking on or discharging passengers, cargo or mail;
- (i) the term "territory" in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty of that State;

## ARTICLE - 2

### TRAFFIC RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the Annex. Such services and routes are hereafter called "the agreed services" and "the specified routes" respectively.
2. Each Contracting Party grants to the other Contracting Party the following rights in respect of the scheduled international air services :-
  - (a) the right to fly across its territory without landing;
  - (b) the right to make stops in its territory for non-traffic purposes;
  - (c) subject to the provisions of this Agreement, while operating an agreed service on a specified route, the airline(s) designated by each Contracting Party shall also enjoy the right to embark and disembark, in the territory of the other Contracting Party at the point(s) specified for that route in the Annex to this Agreement, international traffic in passenger, cargo and mail.



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3. Nothing in this Article shall be deemed to confer on the airline(s) of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers and cargo including mail destined for another point in the territory of that other Contracting Party.

### ARTICLE - 3

#### DESIGNATION OF AIRLINES

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or two airlines for the purpose of operating the agreed services on the specified routes.

2. On receipt of such designation, the aeronautical authorities of the other Contracting Party shall, subject to the provisions of paragraphs 4 and 5 of this Article, without delay grant to the designated airline(s) the appropriate operating authorizations.

3. Each Contracting Party shall also have the right to withdraw and substitute, in writing, any of the designated airline(s).

4. An airline designated by either Contracting Party may be required to satisfy the aeronautical authorities of the other Contracting Party that it is qualified to fulfil the conditions prescribed by the laws and regulations normally and reasonably applied by the other Contracting Party to the operation of international air services in conformity with the provisions of the Convention.

5. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 2 of the present Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals. For the purpose of this paragraph, the expression "substantial ownership and effective control" means that in any case where the designated airline operates its services under this Agreement by entering into any agreement with the airline of any other country or the Government or nationals of any other country, the Contracting Party designating the airline or its nationals shall not be deemed to have substantial ownership and effective control of the designated airline, unless the Contracting Party or its nationals have:-

- (i) majority share holding in the designated airline;
- (ii) effective control in the management of the designated airline; and
- (iii) ownership and effective control of the major part of the fleet of aircraft and equipment used in the operation of the services.



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6. When an airline has been so designated and authorized, it may at any time begin to operate the agreed services, provided that the provisions of Articles 11 and 14 have been complied with.

#### ARTICLE - 4

##### SUSPENSION AND REVOCATION

1. Each Contracting Party shall have the right to suspend the exercise of the rights specified in Article 2 of the present Agreement by the airline(s) designated by the other Contracting Party, or to revoke the operating authorization, or to impose such conditions as it may deem necessary on the exercise of these rights:

- (a) in any case where it is not satisfied that substantial ownership and effective control of said airline(s) are vested in the Contracting Party designating the airline(s) or in its nationals, or
- (b) in the case of failure by said airline(s) to comply with the laws or regulations of the Contracting Party granting these rights, or
- (c) in case the airline(s) otherwise fail(s) to operate in accordance with the conditions prescribed under the present Agreement.

2. Unless immediate suspension, revocation or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringement of laws or regulations, such right shall be exercised only after consultations with the other Contracting Party. In such a case consultation shall begin within a period of sixty (60) days from the date of request made by either Contracting Party for consultations.

#### ARTICLE - 5

##### CAPACITY REGULATIONS

The capacity to be operated on the agreed scheduled air services shall be subject to the following conditions:-

- (i) There shall be fair and equal opportunity for the designated airline(s) of both Contracting Parties to operate the agreed services on the specified routes.
- (ii) In operating the agreed services, the airline(s) of each Contracting Party shall take into account the interests of the airline(s) of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.



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- (iii) The agreed services provided by the designated airline(s) of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territory of the Contracting Party designating the airline(s) and the countries of ultimate destination of the traffic.
- (iv) Provisions for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of States other than that designating the airline(s), shall be made in accordance with the general principle that capacity shall be related to :-
- (a) traffic requirements between the country of origin and the countries of destination;
  - (b) traffic requirements of the area through which the airline(s) pass(es) after taking account of local and regional services established by airlines of the States comprising the area; and
  - (c) the requirements of through airline operations.
- (v) Based upon the principles enshrined in the preceding paragraphs, the capacity to be provided and the frequency of services to be operated by the designated airlines of each Contracting Party shall be agreed between the aeronautical authorities of the two Contracting Parties.
- (vi) Any increase in the capacity to be provided and/or frequency of services to be operated by the designated airline of either Contracting Party shall be based primarily on the increased requirements of traffic between the territories of the Contracting Parties and shall be subject to agreement between the two aeronautical authorities. Pending such agreement or settlement, the capacity and frequency entitlements already in force shall prevail.

#### ARTICLE - 6

##### USER CHARGES

1. Each Contracting Party may impose or permit to be imposed just and reasonable charges for the use of airports and other aviation facilities, provided that these charges shall not be higher than those paid by other airlines engaged in similar international air services.



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2. Each Contracting Party shall encourage consultations between its competent charging organisations and the designated airline using the services and facilities and, where practicable, through the airlines' representative Organizations. Reasonable notice should be given to users of any proposals for changes in user charges to enable them to express their views before changes are made.

3. Neither of the Contracting Party shall give preference to its own or to any other airline over an airline engaged in similar international air services of the other Contracting Party in the application of its customs, immigration, quarantine and similar regulations or in the use of airports, airways, air traffic services and associated facilities under its control.

#### ARTICLE - 7

##### EXEMPTION FROM CUSTOMS AND OTHER DUTIES

1. Aircraft operated on international services by the airline(s) designated by each Contracting Party, as well as their regular equipment, supplies of fuels and lubricants and the aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2. The following shall also be exempt from the same duties and taxes with the exception of charges corresponding to the service performed:

- (a) aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the competent authorities of said Contracting Party, and for use on board the aircraft engaged in the agreed services of the other Contracting Party;
- (b) spare parts entered into the territory of either Contracting Party for the maintenance or repair of aircraft used in the agreed services by the designated airline(s) of the other Contracting Party;
- (c) fuel and lubricants destined to supply aircraft operated on a specified route by the designated airline(s) of the other Contracting Party, even if these supplies are to be used on part of the journey performed over the territory of the Contracting Party in which they are taken on board.

Materials referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under customs supervision or control.



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3. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that Contracting Party. In each case, they may be placed under the supervision of said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

4. There shall also be exempt from all customs duties and/or taxes on a reciprocal basis items and goods imported into the territory of either Contracting Party for the exclusive use by the designated airline(s) of the other Contracting Party as follows:

- (a) goods to be used for the establishment, equipment and operation of an office, e.g. all kinds of building material, furniture, typewriters etc;
- (b) all types of telecommunications equipment as teletype-apparatus and walkie-talkies or other wireless equipment for use within the airport;
- (c) airline computer systems for reservation and operational purposes, various official documents bearing the emblem of the airline such as luggage tags, air tickets, airway bills, time tables, boarding cards etc. As far as motor vehicles are concerned, the exemption covers only bus-type cars used for transfer of passengers and luggage between the city office and the airport.

#### ARTICLE - 8

##### APPLICABILITY OF NATIONAL LAWS

1. The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft engaged in international air navigation or operation and navigation of such aircraft while within its territory shall apply to aircraft of the designated airline of the other Contracting Party.

2. The laws and regulations of one Contracting Party governing entry into, stay in and departure from its territory of passengers, crew, cargo and mail such as those regarding passports, customs, currency and health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airlines of the other Contracting Party while they are within the said territory.



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## ARTICLE - 9

### DIRECT TRANSIT TRAFFIC

1. Passengers, baggage, cargo and mail in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall, (except in respect of security measures against violence, air piracy and smuggling of narcotic drugs) be subject to no more than a simplified control.
2. Baggage, cargo and mail in direct transit shall be exempt from customs duties and other similar taxes.

## ARTICLE - 10

### AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this agreement. Without limiting the generality of their rights and obligations under international law the Contracting Parties shall, in particular, act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft signed at the Hague on 16 December 1970 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation signed at Montreal on 23 September 1971 and any other Aviation Security Conventions which may become binding upon both the Contracting Parties.
2. The Contracting Parties shall provide, upon request, all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airport in their territory act in conformity with such aviation security provisions.
4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 above required by the other Contracting Party for entry into, departure from, or





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while within the territory of the other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

6. Each Contracting Party shall take measures, as it may find practicable, to ensure that an aircraft subjected to an act of unlawful seizure or other acts of unlawful interference which has landed in its territory is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

7. Should a Contracting Party depart from the aviation security provisions of this Article, the aeronautical authorities of the other Contracting Party may request immediate consultations with the aeronautical authorities of that Party.

## ARTICLE - 11

### TARIFFS

1. For the purpose of the following paragraphs, the term "tariff" means the prices to be paid for the carriage of passengers and cargo and the conditions under which these prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail.

2. The tariffs to be charged by the designated airline(s) of one Contracting Party for the carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit and characteristics of service, such as speed, accommodation and others.

3. The tariffs referred to in paragraph 2 of this Article shall be agreed upon by the designated airlines of both Contracting Parties and such agreement shall if possible, be reached through the rate-fixing machinery of the International Air Transport Association.



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4. The tariffs so agreed upon shall be submitted for approval to the aeronautical authorities of the Contracting Parties at least sixty (60) days before the proposed date of their introduction. In special cases, this time limit may be reduced, with the consent of the said authorities.

5. This approval may be given expressly. If neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the date of submission, in accordance with paragraph (4) of this Article, those tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided for in paragraph (4), the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.

6. If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be fixed in accordance with paragraph 3 of this Article, or during the period applicable in accordance with paragraph 5 of this Article, the aeronautical authorities of one Contracting Party give the aeronautical authorities of the other Contracting Party notice of their disapproval of a tariff agreed upon in accordance with the provisions of paragraph 3 of this Article the aeronautical authorities of the Contracting Parties shall endeavour to establish the tariffs by mutual agreement.

7. If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph 4 above or on the establishment of any tariff under paragraph 6, the dispute shall be settled in accordance with the provisions of Article 17 of this Agreement.

8. The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article. Nevertheless, a tariff shall not be prolonged by virtue of this paragraph for more than twelve (12) months after the date on which it would otherwise have expired.

## ARTICLE - 12

### TRANSFER OF EARNINGS

1. Each Contracting Party grants to the designated airline of the other Contracting Party the right to remit to its head office, the excess/over expenditure of receipts earned in the territory of the first Contracting Party. Such remittances, however, shall be made in any convertible currency, and subject to, and in accordance with the foreign exchange regulations of the Contracting Party in the territory of which the revenue accrued.

2. Such transfers shall be effected on the basis of the official exchange rate for currency payment, or where there are no official exchange rates, at the prevailing foreign exchange market rates for currency payment.



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3 In case special arrangements ruling the settlement of payments are in force between the two Contracting Parties, the provisions of such arrangements shall be applied to the transfer of funds under paragraph (1) of this Article.

### ARTICLE - 13

#### REPRESENTATION

1. The designated airline of one Contracting Party shall be allowed, on the basis of reciprocity, to maintain in the territory of the other Contracting Party their representatives and commercial, operational and technical staff as required in connection with the operation of the agreed services. These staff shall be chosen from among nationals of either or both Contracting Parties as may be necessary.

2. These staff requirements may, at the opinion of the designated airline, be satisfied by its own personnel or by using the services of another organisation, company or airline operating in the territory of the other Contracting Party, and authorized to perform such services in the territory of that Contracting Party.

3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party, and consistent with such laws and regulations, such Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary work permits, employment visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article.

4. Based on the principle of reciprocity, each Contracting Party grants to the designated airline of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at its discretion, through its agents. Each designated airline shall have the right to sell such transportation and any person shall be free to purchase such transportation in local currency or in any freely convertible currency.

### ARTICLE - 14

#### PROVISION OF OPERATING INFORMATION

1. The aeronautical authorities of each Contracting Party shall cause their designated airline(s) to file with the aeronautical authorities of the other Contracting Party, for their consideration and approval, at least sixty days prior to the inauguration of the agreed services, information relating to the type of service and its frequency, the type of aircraft to be used and the flight schedules. Similar information shall also be supplied at least 30 days in advance as and when any changes are to be introduced regarding operation of the agreed services.



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2. The designated airlines shall also furnish any other information as may be required to satisfy the aeronautical authorities of the other party that the requirements of the Agreement are being duly observed.

#### ARTICLE - 15

##### PROVISION OF STATISTICS

The aeronautical authorities of each Contracting Party shall cause their designated airline(s) to furnish to the aeronautical authorities of the other Contracting Party statistics relating to the traffic carried during each month on the agreed services to and from the territory of that other Contracting Party, showing the points of embarkation and disembarkation of such traffic. Such statistics shall be furnished as soon as possible after the end of each month.

#### ARTICLE - 16

##### CONSULTATIONS AND MODIFICATIONS

1. In a spirit of close co-operation, the aeronautical authorities of the two Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, satisfactory compliance with and interpretation of the provisions of the present Agreement and the Annex thereto.

2. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, it may request consultations with the other Contracting Party. Such consultations which may be between the aeronautical authorities, shall begin within a period of sixty (60) days of the date of request, unless both Contracting Parties agree to an extension of this period. Any modifications so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes.

3. Modifications to the Annex may be agreed upon between the competent aeronautical authorities of the Contracting Parties and shall be confirmed by an exchange of letters.

#### ARTICLE - 17

##### SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiations.

2. If the Contracting Parties fail to reach a settlement by negotiations, they may agree to refer the dispute for decision to some person or body. If they do not so agree, the dispute shall, at the request of either Contracting Party, be



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submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. The third arbitrator shall act as President of the arbitral tribunal. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In any case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral body.

3. The arbitral tribunal shall determine its own procedure and decide on the apportionment of the interim and final costs of the arbitration.
4. The Contracting Parties undertake to comply with any decision given under paragraph 2 and 3 of this Article.

#### ARTICLE - 18

##### APPLICABILITY OF MULTILATERAL AIR CONVENTIONS

1. To the extent to which they are applicable to the air services established under this Agreement, the provisions of the Convention shall remain in force in their present form between the Contracting Parties for the duration of the Agreement, unless both Contracting Parties ratify any amendment to the Convention, which shall have duly come into force, in which case the Convention as amended shall remain in force for the duration of this agreement.
2. If a general multilateral air convention comes into force in respect of both Contracting Parties, the provisions of such convention shall prevail.

#### ARTICLE - 19

##### ANNEX

The Annex attached to this Agreement shall be deemed to be part of the Agreement and all references to the Agreement shall include reference to the Annex, except where otherwise expressly provided.



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ARTICLE - 20

REGISTRATION

This Agreement and all amendments thereto shall be registered with the Council of the International Civil Aviation Organization.

ARTICLE - 21

TERMINATION

Either Contracting Party may at any time give written notice through diplomatic channels to the other Contracting Party of its desire to terminate the present Agreement. Such notice shall be simultaneously communicated to the Council of the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE - 22

ENTRY INTO FORCE

After compliance with necessary constitutional procedures, this Agreement shall come into force on the date of signature.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, being duly authorized thereto by their respective Governments, have signed the present Agreement.

DONE at Almaty this 10th day of September 1993 in two originals each in Hindi, Kazakh and English languages all the texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

  
FOR THE GOVERNMENT  
OF THE REPUBLIC OF  
INDIA

  
FOR THE GOVERNMENT OF  
THE REPUBLIC OF  
KAZAKHSTAN



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ANNEX

SECTION- I

The designated airlines of Kazakhstan shall be entitled to operate agreed services on the following route:

Point of Origin	Intermediate Points	Points of Destination	Beyond Points
Points in Kazakhstan	Pakistan China Iran Afganistan	New Delhi <i>Calcutta.</i>	Pakistan, China, Iran, Afghanistan.

SECTION - II

The designated airlines of India shall be entitled to operate agreed services on the following route:

Point of Origin	Intermediate Points	Points of Destination	Beyond Points
Points in India	Points in Kyrgyzstan, Tajikistan, Turkmenistan, Azerbaijan Uzbekistan	Almaty	Points in Kyrgyzstan, Tajikistan, Turkmenistan, Azerbaijan, Uzbekistan.

NOTE

1. The designated airlines of the Contracting Parties can operate round-robin services between the point of call in the territory of the other Contracting Party and an intermediate or beyond point specified in their respective Route Schedules, without fifth freedom traffic rights, on each flight.

2. Any intermediate point and beyond point may be served by the designated airlines of each Contracting Party without exercising fifth freedom traffic rights.