

State Government Support Agreement or “SGSA”

In relation to the modernisation and upgradation of the Mumbai Airport.

between

GOVERNMENT OF MAHARASHTRA

and

MUMBAI INTERNATIONAL AIRPORT LIMITED



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THIS STATE GOVERNMENT SUPPORT AGREEMENT is made in Mumbai on the 27th day of April 2006

BY AND BETWEEN:

- (1) **The Governor of Government of Maharashtra** exercising executive powers of the Government of Maharashtraas hereinafter defined and referred to as **'GOM'** (which expression shall be deemed to include its successors and permitted assigns), of the one part; and
- (2) **MUMBAI INTERNATIONAL AIRPORT LIMITED**, a company incorporated in India under the Indian Companies Act, 1956, having its registered office at Chatrapati Shivaji International Airport Terminal, Mumbai (hereinafter referred to as the **'Company'**); which expression shall be deemed to include its successors and permitted assigns), of the other part.

GOM and the Company are hereinafter collectively referred to as the **'Parties'** and individually as **'Party'**.

WHEREAS:

- (A) GOI, as part of its policy to encourage private sector participation in the development of airport infrastructure in India, has granted its in principle approval for the modernization, upgradation and development of the Mumbai Airport.
- (B) Towards this end, the Company has been established as a joint venture between the Airports Authority of India (hereinafter referred to as **'AAI'**) and a consortium of certain private participants.
- (C) AAI and the Company have entered into an Operation, Management and Development Agreement (as defined hereafter) by which they have agreed to the terms and conditions upon which the Project (as defined hereafter) will be implemented.
- (D) GOM has, in consideration for the Company having agreed to enter into the OMDA for undertaking the development, design, modernization, upgradation, financing, construction, completion, maintenance, operation and management of the Airport (as defined hereinafter), agreed to provide support to the Project, to the extent and in the manner provided in this Agreement, in order to facilitate its smooth operation.



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

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 Definitions

In this Agreement, except to the extent that the context requires otherwise, the following terms shall have the following meaning:

“**Aeronautical Assets**” shall mean those assets, which are necessary or required for the performance of Aeronautical Services and such other assets as JVC procures in accordance with the provisions of the Project Agreements (or otherwise on the written directions of GOI/AAI) for or in relation to, provision of any Reserved Activities, and shall specifically include all land, property and structures thereon acquired or leased during the Term

“**Aeronautical Services**” shall have the meaning assigned hereto in Schedule 3 hereof;

“**Agreement**” or “**this Agreement**” shall mean this State Government Support Agreement;

“**Airport**” shall mean the Chhatrapati Shivaji International Airport located at the Airport Site;

“**Airport Site**” means the area of land described in Schedule 1 herein;

“**Applicable Law**” means any and all applicable laws including any rules, directions, regulations and/or notifications made thereunder and judgments, decrees, injunctions, writs and orders of any court , as may be in force and effect in India and the state of Maharashtra during the subsistence of this Agreement;

“**Clearances**” means the written consent, license, approval, permit, ruling, exemption, no objection certificate or other authorization or permission of whatsoever nature which is required to be obtained from and/or granted by GOM, from time to time, in connection with the Project;

“**Company**” shall have the meaning ascribed to the term in the Preamble of this Agreement;



“Condition Precedent” shall have the meaning ascribed to the term in Article 2.1 hereunder;

“Effective Date” shall have the meaning ascribed to the term in Article 2.1 hereunder;

“Entity” means any person, body corporate, trust, partnership firm or other association of persons/ individuals whether registered or not.

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

“GOM” means the Government of Maharashtra and any agency, authority (including any regulatory authority), department, inspectorate, ministry or statutory person (whether autonomous or not) under the control and direction of GOM;

“Operation, Management and Development Agreement” or **“OMDA”** means the operation management and development agreement entered into, on or about the date hereof, between AAI and the Company;

“Project” means the design, development, construction, modernization, upgradation, finance, management, operation and maintenance of the Airport as provided for under the OMDA;

“Project Agreements” shall mean and include one or all the following agreements of which (iii) to (viii) are further defined in the OMDA:

- (i) this Agreement;
- (ii) the OMDA;
- (iii) the Shareholders Agreement;
- (iv) the CNS-ATM Agreement;
- (v) the Airport Operator Agreement;
- (vi) the State Support Agreement of GOI;
- (vii) the Escrow Agreement; and
- (viii) the Substitution Agreement.

“Term” shall have the meaning ascribed to it in Article 4.1 hereunder;

“Third Party” shall mean any Entity not a Party to this Agreement



“Utilities” collectively refers to water, electricity and infrastructure for sewage disposal and solid waste management at the Airport and “Utility” refers to any one of them.

1.2 Interpretation

In this Agreement, except to the extent that the context requires otherwise:

- (i) A reference to any gender shall include a reference to the other gender.
- (ii) A reference to any Article, Clause, Appendix, Schedule, Attachment or Annex shall be to an Article, Clause, Appendix, Schedule, Attachment or Annex of this Agreement.
- (iii) The Appendices, Schedules, Attachments and Annexes form an integral part of this Agreement. In the event of any conflict between any provision of the Articles and any provision of the Appendices, Schedules, Attachments or Annexes, the provision of the Articles shall prevail.
- (iv) Any reference to time shall be construed as a reference to the time in India. Any reference to the calendar shall be construed as reference to the Gregorian calendar.
- (v) The headings of the Articles, Clauses, Appendices, Schedules, Attachments and Annexes in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
- (vi) The words “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases.
- (vii) Any period of time referred to shall be deemed to expire at the end of the last date of such period.
- (viii) 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;
- (ix) All references to agreements, deeds, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, modified, substituted, novated or assigned from time to time;
- (x) Reference to any law or regulation having the force of law includes a reference to that law or regulation as from time to time amended, modified, supplemented extended or re-enacted.



ARTICLE 2
CONDITION PRECEDENT

- 2.1 The provisions of this Agreement (other than those contained in Articles 1, 2,3.6.1, 3.6.3, 3.6.4, 6 and 7, which shall take effect from the date of this Agreement) shall take effect from the date (the **'Effective Date'**) on which all the conditions precedents to the OMDA are either satisfied in full or waived as per the terms of the OMDA (**"Condition Precedent"**).

GOM reserves, for the purposes of this Agreement, the right, at any time prior to satisfaction of the Condition Precedent, to waive the satisfaction of any and/or all of the conditions precedent to this Agreement. In this regard, it is expressly understood between the Parties, that waiver by GOM of satisfaction of any of the conditions precedent to this Agreement shall not, for the purposes of any of the other Project Agreement, amount to a waiver of any of the conditions precedent to such Project Agreement.

2.2 Non-fulfillment of Conditions Precedent

This Agreement shall terminate immediately in case the OMDA is terminated for non-fulfillment of the conditions precedent thereto.

ARTICLE 3
GOM SUPPORT

3.1 Land Encroachments and Obstacles at the Airport Site

- 3.1.1 Parties hereby acknowledge that currently there are certain squatters and other individuals who have encroached upon the Airport Site, and are now occupying lands constituting the Airport Site. The portion of the Airport Site that is encroached upon is annexed hereto as Schedule 2.
- 3.1.2 If, at any time during the Term, the Company requires the use of any of the land at the Airport Site, which land is subject to encroachment and hindering the provision of Aeronautical Services and/or to construct, develop and maintain any Aeronautical Assets at the Airport, it shall notify GOM and AAI of the same.
- 3.1.3 Pursuant to receiving the aforesaid notice from the Company, GOM shall undertake its best efforts in providing support to the Company and AAI in clearing the land required by the Company for, or in relation to, providing Aeronautical Services at the Airport and/or to construct, develop and maintain any Aeronautical Assets at the Airport, from any and all encroachments existing thereon, including negotiating with the relevant squatters, and relocation of any

squatters thereon. *Provided however*, the cost for such relocation shall be borne fully by the Company.

- 3.1.4 GOM hereby confirms that it shall undertake best endeavors to identify and reserve such land (in accordance with the applicable slum rehabilitation scheme) where the squatters and other individuals who have encroached upon the Airport Site may be relocated. The cost for relocation shall be borne fully by the Company.
- 3.1.5 Any relocation shall be in accordance with Applicable Law.
- 3.1.6 GOM further undertakes to use its best efforts to remove any obstructions outside the Airport boundary to ensure safe and efficient air traffic movements, to the extent it may under Applicable Law. In this regard, GOM further undertakes to use its best efforts to ensure that no new development occurs in the vicinity of the Airport that would cause an obstruction that would adversely affect the safe and efficient air traffic movements to or from the Airport. Where any development is proposed that would cause an obstruction that would adversely affect the safe and efficient air traffic movements to or from the Airport, GOM shall promptly inform both AAI and the JVC of such development and will not approve any such development unless and until a no objections certificate is issued by AAI with the concurrence of the JVC.

3.2 Additional Land for Airport Development

GOM hereby confirms that it shall make best endeavors to make such additional land available to the Company, as may be required by the Company and has been identified by the Company for such purpose, for providing Aeronautical Services and/or to construct, develop and maintain any Aeronautical Assets at the Airport. The Company hereby undertakes to purchase at market value or such other value as may be mutually agreeable any such land made available by GOM. Any such acquired land that is put to use for provision of Aeronautical Services and/ or for constructing, developing and maintaining any Aeronautical Assets thereon shall form part of Aeronautical Assets.

3.3 Surface Access to the Airport

Parties hereby acknowledge that currently the only way to access, or egress from the Airport is through the ^{Anshun-Sahay} road (the '**Existing Access and Egress**'). Parties further acknowledge that the Existing Access and Egress may be insufficient to cater to increasing passenger and other traffic at the Airport. In light of the foregoing, GOM hereby confirms that it shall make best endeavours to upgrade, modernize and maintain the Existing Access and Egress to keep pace with the increasing passenger and other traffic at the Airport and shall further make reasonable endeavours to develop, additional modes of public transport (such as railway/ metro connections) of access to, and egress from, the Airport, in

accordance with the overall town planning for the area in and around the Airport and taking into account such inputs, if any, in relation thereto supplied by the Company as GOM may, in its sole discretion, deem fit. Towards this end, GOM and the Company shall consult with each other during the development of the Master Plan in order to identify possible areas of surface access development.

3.4 Utilities

The Parties further acknowledge that going forward, as the Airport development and modernization takes place in the manner contemplated in the OMDA and as passenger and other traffic at the Airport increases with the efflux of time, there may be a need to expand the capacity of Utilities. In light of the foregoing, the GOM hereby confirms that it shall make best endeavors to provide sufficient quantities of the Utilities (to the extent that these service are generally provided by the GOM or its departments/ agencies/ Entities substantially owned or controlled by the State Government of Maharashtra) for the Airport on payment basis, to enable development and modernization of the Airport and to cater to increasing passenger and other traffic. GOM further confirms that it shall make best endeavors to maintain and develop existing facilities in relation to Utilities (to the extent that these service are generally maintained by the GOM or its departments/ agencies/ Entities substantially owned or controlled by the State Government of Maharashtra)

3.5 Safety and security requirements at Airport

- 3.5.1 Parties hereby acknowledge that cleanliness needs to be maintained in and around the area surrounding the Airport so as to avoid the presence of birds and animals which may interfere with the smooth operation of the Airport and affect the safety of the aircraft. In the light of the foregoing, GOM hereby confirms that it shall take best endeavors to maintain cleanliness in and around the area surrounding the Airport to prevent any kind of interference in, or harm to, the operation of the Airport resulting from the presence of birds and animals in such area.
- 3.5.2 GOM shall undertake at its own cost to provide normal and routine policing at the Airport for the maintenance of law and order. JVC shall make available at the Airport reasonable office accommodation at its cost to enable GOM to carry out the said function.
- 3.5.3 Notwithstanding anything to the contrary contained in this Agreement, the Parties hereby expressly acknowledge and agree that GOM shall not be responsible nor be liable for any and all actions, proceedings, losses, damages, liabilities, claims, costs and expenses whatsoever of any Third Parties or JVC, arising out of, or in relation to, maintaining cleanliness in and around the area surrounding the Airport.



3.6 Clearances

- 3.6.1 The Parties hereby expressly acknowledge and agree that it shall be the sole responsibility and obligation of the Company to obtain and, at all times, continue to maintain all Clearances which are required by Applicable Law for undertaking and implementing the Project as set forth in detail in the OMDA. Towards this end, GOM shall, upon application by the Company in full compliance and sustenance with Applicable Law (*provided that* under Applicable Law the Company is entitled to receive such Clearance), use its best endeavour to grant such Clearances as are required for or in connection with the Project, within the relevant statutory period (if any), and where no statutory period is prescribed, GOM shall use its best efforts to grant such Clearances as are required for or in connection with the Project within a reasonable time after the relevant application duly completed and in full compliance with Applicable Laws has been submitted.
- 3.6.2 GOM further undertakes to provide best assistance in procuring the approval of the Master Plan by the competent local authority.
- 3.6.3 In order to facilitate the grant of Clearances, GOM shall nominate an officer of the rank of *Secretary, Govt. of Maharashtra* who shall provide assistance to the Company in liaising with the relevant agencies, authorities, departments, inspectorates, ministries under the control and direction of GOM.
- 3.6.4 The Company hereby undertakes that in order to expedite the grant of Clearances, it will, in a diligent and timely manner, (i) prepare and file applications, which are in full compliance with the Applicable Law, with the concerned authorities; and (ii) follow-up the aforesaid applications with the concerned authorities.

ARTICLE 4 TERM AND TERMINATION

- 4.1 Subject to Article 2 above, this Agreement shall come into full force and effect from the Effective Date and shall be co-terminus with the OMDA. For abundant caution it is hereby expressly clarified that this Agreement shall terminate automatically with the expiry and/or early termination, for whatsoever reason, of the OMDA/ continue in full force until such time as the Airport is permanently shutdown (the "Term"). For abundant caution, it is hereby expressly agreed between the Parties that a mere temporary shutdown of the Airport as per provisions of the OMDA shall not result in this Agreement being terminated.
- 4.2 The rights and benefits granted to the Company pursuant to this Agreement shall stand transferred to, and shall enure to the benefit of, any successor and permitted

assignee of the Company or any other Person (including the AAI or any successor of AAI), that may operate the Airport at any time.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties by the Company

The Company hereby represents and warrants to the GOM that:

- (a) the Company is a private company limited by shares incorporated under the laws of India and has been properly constituted and is in continuous existence since incorporation;
- (b) the Company has the corporate power and authority and has taken all corporate actions necessary to execute and deliver validly and to exercise its rights and perform its obligations validly under this Agreement; and

5.2 Representations and Warranties by GOM

GOM hereby represents and warrants to the Company that:

- (a) GOM has the right, power and authority and has taken all actions necessary to execute this Agreement, exercise its rights and perform its functions, under this Agreement on best endeavour basis.

ARTICLE 6 CO-ORDINATION MECHANISM

- 6.1 Any issues arising out of this Agreement shall be resolved through the mechanism of a co-ordination committee to be formed by the GOM and to be chaired by the Chief Secretary, GOM, with representatives from GOI and other concerned parties.
- 6.2 This Agreement shall not confer any right against GOM for enforcement of any obligations by the state of Maharashtra and consequently for damages/losses etc. incurred by JVC or any party.

ARTICLE 7 MISCELLANEOUS

7.1 Notice

- 7.1.1 Any notice required or permitted under the terms of this Agreement or required by law shall (unless otherwise agreed) be in writing and shall be delivered in

person, sent by registered mail or air mail as appropriate, properly posted and fully prepaid in an envelope properly addressed or sent by facsimile to the respective parties as follows:

GOM:

Address: ~~Schivalaya, Bombay 400 020~~ Room 155, Montalaya, Mumbai - 400 032
Fax No.: 22815098.

to

The Company:

Address: Chatrapati Shivaji International Airport Terminal, Mumbai
Fax No.:

or to such other address or facsimile number as may from time to time be designated by notice hereunder.

7.1.2 Any such notice shall be in the English language and shall be considered to have been given at the time when actually delivered if delivered by hand, or upon the next working day following sending by facsimile or in any other event within 7 days after it was mailed in the manner hereinbefore provided.

7.2 Severability

7.2.1 In the event that any or any part of the terms, conditions or provisions contained in this Agreement shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such terms, conditions or provisions shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

7.3 Entire Agreement

7.3.1 This Agreement, together with all Schedules and attachments hereto, represents the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes any prior agreement or understanding, written or oral, that the Parties may have / had.

7.4 Amendment

7.4.1 No addition, amendment to or modification of this Agreement shall be effective unless it is in writing and signed by both Parties.

to

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7.5 Assignment

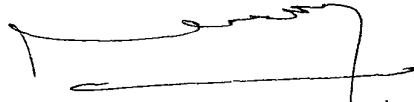
7.5.1 Notwithstanding any change in the Applicable Law after the date hereof which might otherwise permit the assignment of this Agreement, no Party may (save as permitted pursuant to Article 7.5.2) assign this Agreement or any right or obligation arising under or pursuant to it or any benefit or interest herein or create or permit to subsist any security over this Agreement or any right or obligation arising under or pursuant to it or any benefit or interest in it.

7.6 No Partnership

7.6.1 This Agreement shall not constitute or be interpreted to constitute a partnership between the Parties. Neither Party shall have any authority (unless expressly conferred in writing by virtue of this Agreement or otherwise and not revoked) to bind any other Party as its agent or otherwise.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized officers and representatives as of the day and year first above written.

Signed by




27/4/06 C. SANJAY URACE

For and on behalf of GOM

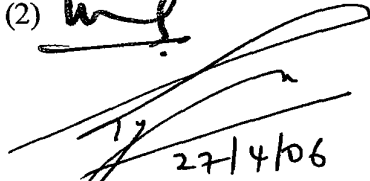
Secretary, Civil Aviation,
Govt of Maharashtra



In presence of (1) 

(2) 

Signed by




27/4/06 (Mr. SANJAY Reddy)


For and on behalf of the COMPANY

Managing Director,
MIAL.

In presence of (1) Ramanand Tiwari
PS, UD, GOM


26/4/06

(2) Dr. T. CHANDRA SHEKHAR
Metropolitan Commissioner
MMRDA



**SCHEDULE 1
AIRPORT SITE**

“Airport Site” shall have the same meaning as defined in OMDA.

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SCHEDULE 2
TENTATIVE DETAILS OF ENCROACHED LAND AT THE AIRPORT SITE

Village	Total area in acres	Total survey No. (approx)	Name of pocket	No. of encroachers	BMC ward	Police station
Kole Kalyan	722	215	1) Kalina-Kurla Road	65	H(East)V	akola Police Station
			2) Zambalipada] Azadnagar] Indiranagar]	1100	"	
			3) Shivnagar Opp. AI main gate BAP	150	"	
			4) Inside IA Sports Club	150	"	
			5) Gaondevi	6000	"	
			6) Agripada (Old)	3000	"	
			7) By Abbas Ali Chowdhary	4	K(East) L Ward	
			8) Krantinagar	<u>1700</u>		
			14169			
Sahar	561	150	9) P&T Qtrs. Side	30		Vile Parle Police Stn.
			10) Shantinagar Sahar	5000		"
			11) Sahar Village Talao	2000	K (East)	"
			12) Sutar Phakhadi	100		Sahar Police Station
			13) Opposite Petrol pump Opp. Terminal- II	<u>1000</u>		
			8130			
Marol	190	53	14) Marol Tech. Area	5000	K (East)	Sahar Police Station
			15) Navpada	1000		
			16) Chimanpada			
				<u>6000</u>		
Vile Parle	128	52	18) Agripada	1500	H (East)	Vakola Police Station
			19) Ashanagar Milan Subway	800		
			20) Shashtrinagar	700		
			21) Sambajinagar	700		
			22) Ambedkarnagar	500	H (East)	
			23) Ashokanagar	500	ward	
			24) Sanjay Ganhinagar	300		
25) Subhashnagar	<u>350</u>					
			5350			
Kurla	121 ½	40	26) Kismatnagar, Opp. Kalpana Talkies	130		Sakinaka
			27) Sandeshnagar }	2500	L Ward	
			28) Jarimari }			
29) Shastrinagar, Targalli, Kajupada, Bailbazar	8000					
				<u>10630</u>		
Kondivita	11	6	14) Marol Tech. Area	400	K(East) ward	Sahar Police Station
Bapnala	25 ½	12	14) Marol Tech Area	1200	K (East)	Sahar Police Station
Bamanwada	30 ½	17	30) Ambewadi	500	K East	Vile Parle Police Station
			31) Bramanwada	<u>1000</u>		

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Chakala	22	39	32) Chakala pockets	1500 2000	K East	Andheri Police station Sakinaka
Mohali	37 ½	10	33) Hill No. 3 pt. 34) Tanaji Nagar 35) Zarimari	8000	L Ward Sakinaka	
Asalpa Kiroi	26 ½	1 Plot No.20	33) Hill No. 3 pt. 36) Hill No. 4 pt. & behind Mukand Iron FACT	2000 5000	N Ward L Ward	Ghatkopar Ghatkopar
Total 12 villages	1875	607	Total No. of encroachments	64,379 say # 65,000 Nos.	4 BMC wards	8 Police stations

Area under Encroachment —approx. 171 Acres

This number was estimated in the year 1990, approximately would have increased to around 85000 hutments as estimated in 1995

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SCHEDULE 3 AERONAUTICAL SERVICES

“Aeronautical Services” means the provision of the following facilities and services:

1. provision of flight operation assistance and crew support systems;
2. ensuring the safe and secure operation of the Airport, excluding national security interest;
3. the movement and parking of aircraft and control facilities;
4. general maintenance and upkeep of the Airport;
5. the maintenance facilities and the control of them and hangarage of aircraft;
6. flight information display screens;
7. rescue and fire fighting services;
8. management and administration of personnel employed at the Airport;
9. the movement of staff and passengers and their inter-change between all modes of transport at the Airport;
10. operation and maintenance of passenger boarding and disembarking systems, including vehicles to perform remote boarding; and
11. any other services deemed to be necessary for the safe and efficient operation of the Airport.

A more detailed list of the above facilities and services would include the following:

12. Aerodrome control services
13. Airfield
14. Airfield lighting
15. Air Taxi Services
16. Airside and landside access roads and forecourts including writing, traffic signals, signage and monitoring
17. Common hydrant infrastructure for aircraft fuelling services by authorised providers
18. Apron and aircraft parking area
19. Apron control and allocation of aircraft stands
20. Arrivals concourses and meeting areas
21. Baggage systems including outbound and reclaim
22. Bird scaring
23. Check-in concourses
24. Cleaning, heating, lighting and air conditioning public areas
25. Customs and immigration halls
26. Emergency services
27. Facilities for the disabled and other special needs people
28. Fire service

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29. Flight information and public-address systems
30. Foul and surface water drainage
31. Guidance systems and marshalling
32. Information desks
33. Inter-terminal transit systems
34. Lifts, escalators and passenger conveyors
35. Loading bridges
36. Lost property
37. Passenger and hand baggage search
38. Piers and gate rooms
39. Policing and general security
40. Prayer Rooms
41. Infrastructure/ Facilities for Post Offices
42. Infrastructure/ Facilities for Public telephones
43. Infrastructure/ Facilities for Banks
44. Infrastructure/ Facilities for Bureaux de Change
45. Runways
46. Signage
47. Staff search
48. Taxiways
49. Toilets and nursing mothers rooms
50. Waste and refuse treatment and disposal
51. X-Ray service for carry on and checked-in luggage
52. VIP / special lounges

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