

## **MOU between Airports Authority of India and Civil**

### **Aviation Department, Haryana**

This Memorandum of Understanding (MOU) is made between the President of India acting through General Manager (Business Development Cell), Airports Authority of India (herein after referred to as "AAI", which expression shall be deemed to mean and include its successors and permitted assigns), having its corporate office at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110003.

AND

The Governor of Haryana acting through Adviser, Civil Aviation Department Haryana, (after herein referred to as "CAD", which expression shall be deemed to mean and include its successors and permitted assigns) having its office at Haryana Civil Secretariat, Sector 1, Chandigarh, Haryana.

AAI and CAD, and are individually referred to as "Party" and collectively as "Parties".

WHEREAS:

- A. AAI as an organisation, is entrusted with the responsibility of creating, upgrading, maintaining and managing Civil Aviation infrastructure both on the ground and air space in the country.
- B. AAI manages 125 airports, which includes 11 international airports, 8 customs airports, 81 domestic airports and 25 civil enclaves at Defence airfields.

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- C. AAI provides air navigation services over 2.8 million square nautical miles of air space. During FY 2016-17, AAI handled aircraft movement of 2049.09 thousand, passenger traffic of 264.97 million and cargo traffic of 2978.24 thousand MT.
- D. CAD, intends to provide scheduled air connectivity to remote destinations in Haryana with an objective to provide, fast convenient and safe travel not only to the tourists but also to locals as well as business travellers, all year around. This shall help State to promote safe tourism and in generating employment opportunities, in furthering economic progress of the State.
- E. The Parties feel that it shall be mutually beneficial to align and co-operate with each other, so as to assist CAD, with regard to airport/heliport development opportunities in the State of Haryana.
- F. Having discussed their interests, the Parties have decided to enter into this MOU, to establish the broad guidelines and principles of co-operation between the Parties, in relation to the matters contained herein.

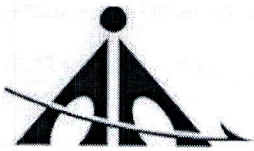
NOW, THEREFORE, the Parties hereto agree as follows:

#### **Article 1 Principles of Interpretation**

In this MOU,

- (a) the descriptive headings of the clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of this MOU;

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- (b) unless otherwise specified, all references to clauses, paragraphs and annexures in this MOU are to clauses, paragraphs and clauses in, and annexures to, this MOU;
- (c) reference to any law includes a reference to such law as amended or re-enacted from time to time, and any rule or regulation promulgated there under; and
- (d) the terms "herein", "hereto" and words of similar purport refer to this MOU as a whole.

## **Article 2 Purpose**

This MOU is intended to set out broad guidelines and principles, for the primary purpose of having AAI advise as consultant on development of Civil Aviation infrastructure in the State of Haryana.

To start with, both Parties hereby agree that AAI shall cooperate CAD, in the development of Civil Aviation infrastructure in the State of Haryana, especially in areas of preliminary cost studies and economic evaluations, surveys and traffic forecasts, project feasibility report, site investigation and material surveys, environmental impact assessment, aeronautical surveys, obstacle surveys, aeronautical charts, Instrument Approach Landing chart, procedure charts and sub-soil investigations, preliminary project reports, design of airport pavements, preparation of specifications and schedule of quantities, preparation of contract documents, project management, construction supervision, quality control, airport lighting design, planning and installation of navigational and communication aids, detailed architectural design of airport terminals, maintenance and operation of airports, regulating

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commercial space, Air Traffic Control equipment, preparation of Instrument Approach and landing procedures, cargo terminals, aircraft maintenance bases and hangars and cost planning of all engineering and construction works including cash flow, Non-destructive evaluation of pavements and reporting of Pavement Classification Number etc. or any other such projects in the field of aviation, training State Civil Aviation resources for which AAI has the necessary professional expertise available.

### **Article 3 Fees and Payment**

The professional fees for handling any such project shall depend on the scope of AAI's involvement and would be mutually agreed between CAD and AAI before the commencement of work.

### **Article 4 Scope of Cooperation**

The following are the broad objectives of the MoU for development of Civil Aviation infrastructure in the State of Haryana between AAI and CAD.

#### **1. Objectives& Scope of Services:**

- (a) To identify the significant, technical and other relevant factors, influencing the development of Civil Aviation infrastrucuture in the State of Haryana;

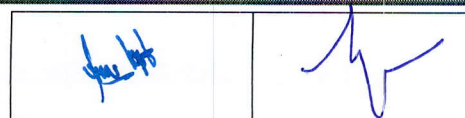
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- (b) To assess the commercial potential of the proposed airport and to draw up a strategic plan for airport development, keeping all important commercial considerations in view;
- (c) To identify all important technical considerations for airport operations in the State;
- (d) To carry out necessary surveys/studies for evaluating and documenting specific, site-related, technical and engineering parameters to be kept in view while developing the project;
- (e) To make an estimate of the capital outlay for the future projects in further augmentation of Civil Aviation infrastructure in the State;
- (f) To prepare a development Master Plan for existing and future Civil Aviation infrastructure in the State, taking due cognizance of the developments that the airport may cause to happen in its influence-region.
- (g) To assist State, in obtaining necessary clearances for airport operations at their airports.
- (h) To assist State, in surveys/studies required for ensuring deliverables as envisaged in the objectives of the study. The report shall include technical and financial possibilities of the airport by analysing the potential of passenger and cargo movement in the influence zone of the airport.

Data collection:

- (i) The technical work is expected to be done based on data made available by relevant authorities and published data for the airport.
- (ii) Besides collection of secondary data, attending stakeholders' meeting and group discussions etc., AAI has to carry out primary surveys for collecting site specific data including Obstacles survey, Topographic survey, Ground-



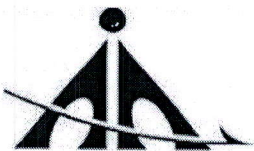


penetrating radar survey, and Geo-tech survey including Falling Weight Deflectometer of the existing runway;

- (i) AAI to prepare initial conceptual plans, for the airside and terminal development along with allied services, for the existing airports of the State;
- (j) Presentation on the concept plan shall be made by AAI, taking inputs from CAD, STATE OF HARYANA, based on which the concept plan shall be modified/fine-tuned, before embarking on further detailed studies;
- (k) Traffic forecast for the Airport:
  - i. AAI shall assess the catchment area of the airport; delineate this catchment area by air, rail and road based transport modes, with respect to the existing and proposed Origin To Destination pattern and the economics of introduction of the new activities;
  - ii. AAI shall assess the requirements of the transporters, carriers, tour operators etc., and identify the facilities to be provided at the proposed airport;
  - iii. AAI shall assess and present a reasonable forecast of air traffic volume and requirements for passengers/tourists and goods/commodities. Based on the growth pattern, the base traffic estimated to be handled shall be projected over a time horizon of thirty years (Long Term Plan). The projections in intervals of five years shall be made to assess the facility requirements over a period of time.

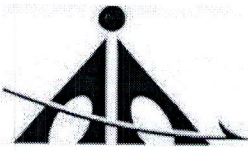
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(I) Assessment of Facilities required:

- i. Various facilities/infrastructure and logistic supports required for the passenger traffic, are to be identified and estimated by AAI;
- ii. Based on the results of the tourist forecasts, AAI shall identify the planning requirements for thirty years planning horizon for the facilities to handle the projected traffic. This should include, *inter-alia*, the requirements for the following:
  - Requirement of new airport in State, augmentation of existing Civil Aviation infra
  - Extension of Runway and construction of heliports;
  - Aircraft parking stands, defining aircraft mix and stand sizing;
  - Passenger terminal and Cargo terminal;
  - Identification and assessment of potential cargo that can be economically handled at the Airport based on demographic and agricultural and Special economic zone potential;
  - Assessment of possible diversion of cargo movement from other airports;
  - Parking for cars, buses, cargo vehicles and staff vehicles;
  - Communications & navigational aids, airfield lighting and meteorological facilities in compliance with applicable standards;
  - Interface with possible modes of surface transport;
  - Accommodation requirement for tourists at the airport;
  - Interface of other tourism related infrastructure and facilities with airport and existing tourist orientation;



- External utilities; and,
  - Other services which are necessary for tourists'/visitors' needs.
- (m) The Master Plan to be prepared shall show the location of all main airport facilities. AAI shall chalk out, bulk land/space allotment for various users, in the Master Plan of the airport.
- (n) Land Requirement: AAI shall assess the land requirements, for the various components of the Airport and other City side developments.
- (o) AAI shall examine the available and emerging state-of-the-art technology for efficient and cost effective operation and management system for the whole project. AAI shall specify minimum performance standards and other output specifications.
- (p) Viability Analysis:
- i. AAI shall conduct detailed study for the entire project. The analysis shall inter-alia cover the following: -
    - Cost Estimates: AAI shall make cost estimate for development, operation and maintenance components involved in the airport.
    - Phasing of the Development: AAI shall phase out the development so as to optimize the investment requirement for the development of the project.
- (q) Essential documents for necessary Clearances
- i. AAI shall prepare all documents necessary to obtain forest, environmental, social, defence, Directorate General of Civil Aviation and any other clearances required for creating Civil Aviation infrastructure in the State of







Haryana as may be applicable. This activity may include (besides the preparation of reports) preparation of audio-visual presentation in different forms, giving additional information etc., as may be necessary and required by State Government, in connection with the approvals to the project.

(r) State Civil Aviation Policy:

AAI shall assist in drafting of the State Civil Aviation Promotion policy.

(s) Exploring collaboration with State Tourism:


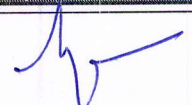
DCA shall assist in exploring possible collaboration with State Tourism to, further the objective of Civil Aviation in the State.

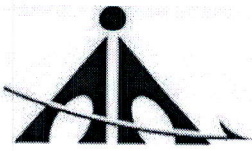
**Article 5 Non-Binding**

Nothing herein is intended, nor shall be construed as creating any exclusive arrangement. This MOU shall not restrict either parties from entering into similar arrangement with other entities depending on the business needs.

**Article 6 No Partnership**

None of the provisions of this MOU shall be deemed to constitute a partnership between the Parties, and no Party shall have the authority to bind or shall be deemed to be the agent of the other Party in any way.

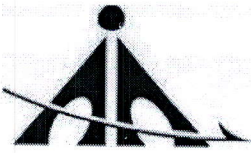
	
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## **Article 7      Confidentiality & Non-Circumvention**

- (i) "Confidential Information" means the discussions and any exchange of information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with prospective Mergers and Acquisitions deals under this MOU. Notwithstanding the foregoing, Confidential Information does not include information that is,
- (a) at the time of its disclosure, or thereafter becomes, part of the public domain through no act or fault of the Receiving Party;
  - (b) known to the Receiving Party at the time of its disclosure by the Disclosure Party;
  - (c) independently developed by the Receiving Party without reference to the information disclosed; or
  - (d) rightfully disclosed to the Receiving Party by a third party who, to the Receiving Party's knowledge, is not subject to an obligation of confidentiality with respect to the information disclosed.
- (ii) The Parties agree that each Party shall take necessary measures to ensure the confidentiality of the Confidential Information and of the terms of this MOU. Any Confidential Information exchanged between the parties under or in connection with this MOU, including the content hereof, shall not be disclosed to any party other than its affiliates and subsidiaries and their directors, officers and employees (collectively "Representatives") who have a need to know in connection with the discussions and the respective Party's evaluation thereof

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without the explicit prior, written, consent of the other Party say where disclosure is required pursuant to court order or order of a governmental judicial or regulatory authority or agency or by operation of law.

(iii) Each Party, shall,

(a) notify its respective Representatives of the terms of this MOU and instruct them to abide by it; and

(b) be responsible to the other Party for any misuse/unauthorised use or disclosure in violation of the terms of this MOU, the other Party's Confidential information by such Representatives.

(iv) Each Party agrees that it shall not attempt to circumvent the other, by directly contacting and attempting to do business with any individual or company introduced to it by the other Party.

#### **Article 8 Effectiveness and Duration**

(i.) This MOU shall be effective from the date of its signing by both the Parties.

(ii.) Subject to Article 11, this MOU shall continue to be in effect for a period of three years, from the date of this MOU, extendable by an additional period with written mutual consent by both Parties.

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## **Article 9      Amendment and Termination**

- (i.) This MOU may be modified or amended only in writing, duly executed by or on behalf of both the Parties.
- (ii.) Notwithstanding any other clause, each Party shall have the right to terminate this MOU with prior notice of three months in writing to the other Party. A written notification shall be effective upon receipt by the other Party. Such termination, however, shall not affect the commitments already undertaken by either Party prior to the receipt of such notification.

## **Article 10      Notices**

Any notices, requests or other communication required or permitted to be given under this MOU shall be written in English and shall be transmitted by registered letter, facsimile, or email.


## **Article 11      Miscellaneous**

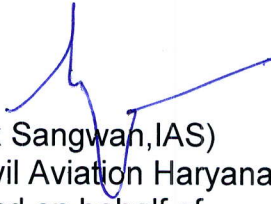
- (i) The Parties agree that this MOU is entered into on a non-exclusive basis and each Party acknowledges that nothing contained herein shall restrict any Party to enter into similar arrangements with any third parties.
- (ii) This MOU shall be executed in English language and in two counterparts, one for each Party. Each counterpart shall be deemed to be an original, but both shall constitute one and the same instrument.

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- (iii) The Parties hereto will endeavour in good faith, to resolve any differences and disputes arising under, or in connection with, this MOU by amicable settlement.
- (iv) In the absence of an amicable settlement, disputes between the Parties, including any question regarding its existence, validity or termination, shall be referred to and finally resolved under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one arbitrator mutually agreed upon by both Parties in accordance with the said Rules. The place of arbitration shall be Delhi, and the language of arbitration shall be English.
- (v) This MOU is governed by, and shall be construed in accordance with the laws of India.


  
(Anil Kumar Gupta)  
General Manager-BDC  
For and on behalf of  
**Airports Authority of India**


  
(Ashok Sangwan, IAS)  
Adviser Civil Aviation Haryana  
For and on behalf of  
**Department of Civil Aviation  
State of Haryana**

Witness:-

1. Signature :   
Name : SANDEEP KATHURIA  
Designation : AGM (CD)  
Address : AAI

1. Signature :   
Name : OD VASHISHTHA  
Designation : DGM/IPC  
Address : C-8 Nabe Khara Singh  
Marg. N. Delhi

2. Signature :   
Name : CHANDANA SHEKHAR  
Designation : AGM-CD  
Address : AAI

2. Signature :   
Name : Capt. Rajesh P Singh  
Designation : Member JWG  
Address : IPC Delhi.

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