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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called the "**MoU**"), is made on this 15th day of August, 2018,

### BY AND BETWEEN

**THE GOVERNMENT OF HARYANA**, through its Civil Aviation Department, having its office at Haryana Civil Secretariat, Sector 1, Chandigarh, Haryana (herein after referred to as "**First Party**") which expression shall, unless repugnant to the context, mean and include its successors and permitted assigns) represented by Special Secretary, Civil Aviation.

### AND

**SPICEJET LTD.**, a Company incorporated under the Companies Act, 1956 having its registered office at Indira Gandhi International Airport, Terminal 1D, New Delhi 110037 and office at 319/320, Udyog Vihar, Phase-IV, Gurgaon 122016, (hereinafter called the "**Second Party**" which expression shall, unless repugnant to the context, mean and include its successors and permitted assigns) represented by Mr. Ajay Singh, Chairman and Managing Directors of Spice Jet Limited.

First Party and Second Party are individually referred to as "Party" and collectively as "Parties".

### WHEREAS:-

- A. The First Party**, intends to develop 4200 Acres of earmarked Government Land adjoining Hisar airfield as an Integrated Aviation Hub, comprising, inter-alia, Passenger Airport, Fixed Base Operation, MRO, Cargo, Defence Manufacturing, Aerospace Manufacturing, etc.
- B.** Pursuant thereto, recognizing great potential of the project and factors such as excellent connectivity, proximity of Hisar to the national Capital, ample sunlight, availability of trained personnel, etc., the **Second Party** has expressed its interest to assist/ advice to the **First Party**, for development of the Integrated Aviation Hub.



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C. The Parties have decided to enter into this MoU to establish the broad guidelines and principles of cooperation between the Parties, in relation to the matters contained herein.

**NOW, THEREFORE, THE PARTIES HERETO HEREBY 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;
- (b) 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
- (c) 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 of the primary purpose of having **Second Party** to assist **First Party** in development of an Integrated Aviation Hub at Hisar.

To start with, both the Parties hereby agree that **Second Party** would assist **First Party**, in the planning and execution for setting up of an Integrated Aviation Hub. The **Second Party** shall assist / advise **Civil Aviation Department, State of Haryana** especially in the areas of:

1. Identifying partners and/or entrepreneurs for setting up of an Integrated Aviation Hub at Hisar.
2. Identifying International Aircraft manufacturers to set up their manufacturing/assembly/MRO operations at Integrated Aviation Hub at Hisar.



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### **Article 3      Scope of Cooperation**

1. Scope of work: For carrying out its obligations under this MoU, the **Second Party** shall be *inter alia* responsible :-
  - i. To identify the significant technical and other relevant factors influencing the development of infrastructure for the Project;
  - ii. To assess commercial potential of any proposed Project;
  - iii. To assist in carrying out all necessary surveys/ analysis/ studies for evaluating and documenting site-related, technical and engineering parameters to be kept in view for setting up of the Project;
  - iv. To assist in preparing all initial concept plan, taking inputs from the State Government, based on which the concept plan shall be modified and tuned;
2. Guidance by Government: This MoU is made to facilitate the Second Party's efforts towards establishment of the aforesaid Project at Hisar, Haryana in a timely manner by providing appropriate guidance and support on the processes of relevant departments of the State Government and relevant authorities.
3. Co-ordination: Both Parties agree to co-ordinate and work closely so that the intentions mentioned above are achieved in a timely manner.
4. Nodal Agency: The State Government appoints Adviser, CAD State of Haryana as the nodal agency.

### **Article 5      Non-Binding and Non-Exclusivity**

It is understood and agreed by the Parties that this MoU is concluded solely to record the Parties' intentions of strengthening mutual co-operation, and this MoU, shall in no way be construed as legally binding with regard to the Second Party's investment in any Project. Efforts by either Party to complete due diligence, negotiate, obtain finance or prepare a contract shall not be considered as evidence of intent by either Party to be bound by this MoU or otherwise.



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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.

#### **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.

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

- i. The Parties agree that each Party shall take necessary measures to ensure the confidentiality of any proprietary or confidential information of the other and of the terms of this MOU (“**Confidential Information**”). 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 its 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 without the explicit prior, written, consent of the other Party save where disclosure is required pursuant to court order or order of a governmental judicial or regulatory authority or agency or by operation of law.
- ii. 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.

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

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



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- ii. Subject to Article 11, this MOU shall continue to be in effect for a period of **3 years** from the date of this MOU, extendable by an additional period with written mutual consent by both Parties.

#### **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 will 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.

#### **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 and non-commercial 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 will constitute one and the same instrument.
- 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 the competent Courts in India.
- v. This MOU is governed by, and shall be construed in accordance with the laws of India.

IN WITNESS WHEREOF, the Parties have caused this MoU to be executed and delivered on and is effective as of the date set forth above.

  
Ashok Sangwan, IAS  
Adviser Civil Aviation, Haryana  
**Adviser, Civil Aviation**  
**Haryana, Chandigarh**  
Contact No.: 0172-2709386; 2709174  
Email: cavation@hry.nic.in

  
Mr. Ajay Singh,  
Chairman and Managing Directors of  
Spice Jet Limited

319/320, Udyog Vihar, Phase-IV,  
Gurgaon 122016

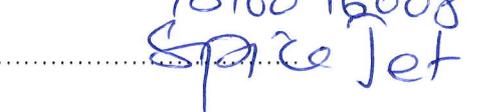
Witness:

1.   
Capt Rajesh P Singh  
JWG Member

2.   
ASHOK BHARDWAJ  
JWG member

Witness:

1.   
AJAY K. GUPTA  
98100 16008

2.   
Spice Jet