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INDIA NON JUDICIAL
Government of Karnataka

e-Stamp

Certificate No.
Certificate Issued Date
Account Reference
Invoice Doc. Reference
Purchased by
Description of Document
Description
Consideration Price (Rs.)
First Party
Second Party
Stamp Duty Paid By
Stamp Duty Amount (Rs.)

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NONJUD (DKY cardk02) DEVANHALLIB/KABR
SUEW KAKAI, DRKIB05342147715472J
BANGALORE INTERNATIONAL AIR PORT LTD
Area: 12 Hrs
ADDITIONAL LAND LEASE DEED
0
(Zero)
K&I LAND CORPORATION LTD
BANGALORE INTERNATIONAL AIR PORT LTD
BANGALORE INTERNATIONAL AIRPORT LTD
100
(One Hundred only)

FOR INDIAN BANK
Mandor
Mandor District



LAND LEASE DEED
(FOR THE ADDITIONAL LAND GRANTED ON LEASE PURSUANT TO THE LAND
LEASE DEED DATED) APRIL 30, 2005)



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Print Date & Time : 16-03-2012 08:16:31 AM

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 ಸಹಾಯಕ ನಿರ್ದೇಶಕರು
 ವಿಮಾನ ನಿಲ್ದಾಣ

ಮಾನ್ಯತೆಗೆ ಸಂದರ್ಭಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ದಿನಾಂಕ 16-03-2012 ರಂದು 02:10:01 PM ಗಳಲ್ಲಿ ಈ ಹಂತ ಅಧಿಕಾರಿಯು ಸಂಪೂರ್ಣ

ಕ್ರ. ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ.
1	ಇಂಧನ ಶೇ.	1120.00
2	ವಿದ್ಯುತ್ ಶೇ.	791.00
3	ಇತರೆ ಶೇ.	100.00
4	ಪಾಲಿಟಿಂಗ್ ಶೇ.	70.00
5	ಮಾನ್ಯತೆಗೆ ಸಂದರ್ಭ	329.00
	ಒಟ್ಟು :	1420.00

By Singapore International Airport Limited Rep by Director Finance Dharmakar Bodhipati without receipt

ವಿವರ	ಚಿತ್ರ	ಸಹಾಯಕ ಚಿತ್ರ	ಹೆಸರು
By Singapore International Airport Limited Rep by Director Finance Dharmakar Bodhipati			By Singapore International Airport Ltd. Dharmakar Bodhipati Director Finance

[Signature]
 ಸಹಾಯಕ ನಿರ್ದೇಶಕರು

ಮಾನ್ಯತೆಗೆ ಸಂದರ್ಭಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ

ಮಾನ್ಯತೆಗೆ ಸಂದರ್ಭಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ

ಕ್ರ. ಸಂಖ್ಯೆ	ವಿವರ	ಚಿತ್ರ	ಸಹಾಯಕ ಚಿತ್ರ	ಹೆಸರು
1	Singapore International Airport Limited Rep by Director Finance Dharmakar Bodhipati			By Singapore International Airport Ltd. Dharmakar Bodhipati Director Finance

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ಮಾನ್ಯತೆಗೆ ಸಂದರ್ಭಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ದಿನಾಂಕ 16-03-2012 ರಂದು 02:10:01 PM ಗಳಲ್ಲಿ ಈ ಹಂತ ಅಧಿಕಾರಿಯು ಸಂಪೂರ್ಣ
 Development Corporation Ltd. Rep by Authorized Representative Dr. Ramesh Goel

[Signature]
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~~ಇತರ ದಾಖಲೆ~~
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This Land Lease Deed ("Lease Deed") is executed on this _____ day of _____, 2011 by and between

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1. KARNATAKA STATE INDUSTRIAL AND INFRASTRUCTURE

DEVELOPMENT CORPORATION LIMITED (formerly known as Karnataka State Industrial Investment and Development Corporation Limited), a company incorporated under the Companies Act, 1956, having its registered office at Khanchi Bldg, First Wing, South Block, #49, Race Course Road, Bangalore - 560 001, India (hereinafter referred to as "KSIIDC" which expression shall include its successors-in-interest and permitted assigns); and

2. BANGALORE INTERNATIONAL AIRPORT LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at Administration Block, Bangalore International Airport, Devanahalli, Bangalore - 560 038 (hereinafter referred to as "BIAL" which expression shall include its successors-in-interest and permitted assigns).

WHEREAS

- A. Subsequent to the execution of the State Support Agreement, KSIIDC and BIAL had entered into a Land Lease Deed executed on April 30, 2005 ("Deed") pursuant to the terms of which KSIIDC had, *inter alia*, granted on lease / sub-lease to BIAL, and BIAL had accepted the lease / sub-lease of the Site (as defined therein) subject to the terms, conditions and provisions set forth in the Deed.
- B. KSIIDC has, pursuant to the requirements of Clause 2.3 of the Deed, acquired certain Additional Land described in Schedule A and has agreed to grant on lease to BIAL, and BIAL has agreed to accept the lease of the Additional Land, on and subject to the terms, conditions and provisions set forth hereinafter.
- C. The physical possession of the Additional Land of 194 Acres 06 Centas 24 decedals in Schedule A has been handed over to BIAL, and BIAL has been utilizing the said land.

NOW THEREFORE, in consideration of the promises and the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION.

1.1 Definitions.

In this Lease Deed (including the recitals hereof and the Schedules hereto), the following words and expressions shall have, where the context so permits, the meaning assigned to them respectively below:

"Activities" means the activities set out at Schedule B;

"Additional Land" shall have the meaning assigned to it in Clause 2.1;

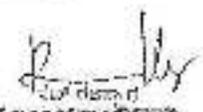


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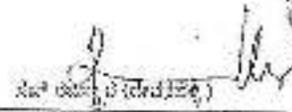
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 2-ನೇ ಹಂತದ
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ಕ್ರ. ಸಂ.	ಅರ್ಜಿದಾರರ ಹೆಸರು	ತಾ.
1	Ashtekar Chandan Bangalore International Airport Ltd., Administration Block, Bangalore-560010	Ashtekar Chandan
2	Ashtekar Chandan Bangalore International Airport Ltd., Administration Block, Bangalore-560010	Ashtekar Chandan


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"Additional Land Cost" shall have the meaning assigned to it in Schedule C attached hereto;

"Airport" means the greenfield international airport comprising of the Initial Phase constructed and operated by HIAL at Devanahalli, near Bangalore in the State of Karnataka and includes all its buildings, equipment, facilities and systems and including, where the circumstances so require, any expansion thereof;

"Airport Opening Date" means the date on which commencement of the commercial operation of the Initial Phase occurred in 24th Aug, 2008;

"Board" means the Board of Directors of HIAL;

"CS Excluded Area" means that portion of the Additional Land consisting those Non-Airport Activities not being taken over by Govt pursuant to Articles 2.2 or 13.5.2 of the Concession Agreement;

"CNS/ATM Agreement" means the agreement entered into on April 03, 2005 between HIAL and the ATM in respect of the provision by the ATM to HIAL of communications, navigation and surveillance/air traffic management services;

"Consequential Loss" means in relation to a breach of this Lease Deed any indirect or consequential loss (including loss of production, loss of profits, loss of revenue, loss of contract, loss of goodwill, liability under other agreements other than Environmental Liability or liability to third parties other than Environmental Liability) resulting from such breach and whether or not the party committing the breach knew, or ought to have known, that such indirect or consequential loss would be likely to be suffered as a result of such breach and includes the payment or repayment of any amounts (or any accretions thereof) to lenders or creditors of any party from time to time but excludes death or personal injury resulting from the negligence of the Party liable, its officers, employees or agents;

"Debt" means the outstanding debt due to the Lenders of HIAL under the financing Agreements;

"Encumbrance" means any circumstance such as an easement, right of way, license, mortgage, charge, lien, hypothecation, pre-emptive right or security interest whether or not registered and however arising, including by statute or common law;

"Environment" means all or any of the following media, namely the air (including the air within buildings and within any other manmade or natural structure above or below ground), water (including water under or within land or in pipes or sewerage systems), soil and land and any ecosystems and living organisms supported by those media, and in the case of humans includes their progeny;

"Environmental Law" means all laws, including without limitation constitutional, national, federal, provincial and local statutes, regulations, rules, orders, notices, directives, circulars, approvals, permits, including any conditions attached to the foregoing, and, in so far as they have the force of

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Department of Stamps and Registration

ಶ್ರೀಮತಿಗೆ

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(Form 10-A)

By (Karnataka Bangalore International Airport) United Rep by Director Finance Budget
Budget: (Dt. 16/3/2011, Booklet, Document No. 1004/2011-2) - value Rs.10

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ಮುದ್ರಾ	100.00	Paid by Cash, for Duplicate fee
ಮಾಡಿದ ಮುದ್ರಾ	100.00	

ಇದು - ಮುದ್ರಾ
ದಿನಾಂಕ: 16/03/2012



ಮುದ್ರಾ ಮತ್ತು ನೋಂದಣಿ ಇಲಾಖೆ
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Designed and Developed by

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any, practice notes and codes of practice, and common law, which are in force from time to time in the relevant jurisdiction and liable to harm or damage to, or compensation for harm or damage to, the Environment including without limitation provisions relating to Hazardous Materials, health and safety, noise, vibration, nuisance, radiation and town and country planning.

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"Environmental Liability" means any actual or alleged breach of, or liability, duty or obligation imposed or incurred under:

- (a) Environmental Law; or
- (b) Any provision applicable to harm or damage to, or protection of, or compensation for harm or damage to, the Environment including without limitation provisions relating to Hazardous Materials, health and safety, noise, vibration, nuisance, radiation and town and country planning which is contained in any contract or other legally enforceable instrument;

"Expansion" means the expansion of the facilities at the Airport from time to time as per the Master Plan;

"Financial Close" means the date upon which the Financing Agreements (insofar as they relate to the development and construction of the Initial Phase) have been executed and delivered by all the parties thereto and conditions precedent thereunder shall have been fulfilled to such extent as may be necessary to permit BIAL to have immediate access, subject only to giving the notices of draw down required thereby, to funding required by BIAL;

"Financing Agreements" means any of (i) BIAL's agreements with Lenders for making available to BIAL of Debt and (ii) the security documents, direct agreements and other ancillary undertakings in favour of Lenders required pursuant to the agreements referred to in (i) above. The term Financing Agreements shall not include the State Support Agreement, or any other agreement, by or under which CoK agrees to advance the financial support to BIAL;

"Hazardous Materials" means any natural or artificial substance, whether in a solid, semi solid, liquid, gaseous or vaporous form, which alone or in combination with other substances is capable of causing harm to health or safety of the Environment or a nuisance to any person including without limitation women;

"Initial Phase" shall have the same meaning as in the State Support Agreement;

"Lease" refers to the lease / sub lease granted under Clause 21;

"Lease Rent" shall have the meaning ascribed thereto in Clause 5.3;

"Lenders" means the banks, financial institutions, NBFC and similar bodies to whom debt is owed under the Financing Agreements for financing (which shall for these purposes include any refinancing) the Initial Phase, and any Expansion;



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"Master Plan" shall have the meaning given to it in 200

"Outgoings" shall mean all property taxes, land revenues, levies, cesses and other payments/dues in respect of the Additional Land.

"Party" shall mean either KSHDC or BIAL, and "Parties" shall mean KSHDC and BIAL;

"Private Promoters" means Sitaram Project Ventures Global, Flughafen Zürich AG and Farava & Lusho Limited, and such other party as may from time to time be agreed pursuant to the Shareholders Agreement;

"Project" means the design, financing, construction, completion, commissioning, maintenance, operation, management and development of the Airport;

"Purposes" shall have the meaning assigned in Clause 4.

"SSA Excluded Area" means that portion of the Additional Land containing those Non-Airport Activities not being taken over by GOK pursuant to Clauses 4.3 to 4.2 of the State Support Agreement;

"Service Provider Right" means any privilege, right, franchise, lease or other right or sub right granted to BIAL or by any Service Provider Right Holder pursuant to the Commission Agreement;

"Service Provider Right Holder" means any person holding from time to time any Service Provider Right;

"Shareholders' Agreement" means the Shareholders' agreement dated January 23, 2002 between the Private Promoters, AAL, KSHDC and BIAL;

"Term" shall have the meaning assigned to it in Clause 3.

12. Definitions in Commission Agreement and the Deed.

Words and expressions used in this Lease Deed (in capital letters or the first letter in capital letter) and not defined hereon, but defined in the Commission Agreement or the Deed shall have, where the context so permits, the meanings assigned to them in the Commission Agreement or the Deed.

13. Interpretation.

In this Lease Deed, except to the extent that the context requires otherwise:
(a) Any reference to an Act or any Section of, or Schedule to, or other provision of, an Act shall be construed, at the particular time, as including a reference to any modification, extension or re-enactment thereof then in force and to all instruments, orders or



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regulations then in force and made under or deriving validity from the relevant Act or provisions;

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- (b) A reference to a "law" includes common law, the Constitution of India and any statute, judgment, legislative, direction, order, ordinance, regulation, by law statute, modification, circular, guideline, rule, sanction instrument or other legislative measure, with which BIAI is required to comply by law (and "lawful" and "unlawful" shall be construed accordingly);
- (c) References in the singular shall include references in the plural and vice versa;
- (d) A reference to a "day" means a calendar day and a reference to a "year" means a calendar year;
- (e) References to a particular Clause, paragraph, sub-paragraph or Schedule shall, except where the context otherwise requires, be a reference to that Clause, paragraph, sub-paragraph or Schedule as to this Lease Deed;
- (f) The headings are inserted for convenience and are to be ignored for the purposes of construction;
- (g) Terms defined in the Schedules are to have the meanings ascribed thereto in the Schedules when used elsewhere in this Lease Deed;
- (h) The Schedules to this Lease Deed form part of this Lease Deed and will be of full force and effect as though they were expressly set out in the body of this Lease Deed;
- (i) Any reference to any agreement, deed, instrument, licence, code or other document of any description shall be construed, at the particular time, as a reference to that agreement, deed, instrument, licence, code or other document as the same may then have been amended, varied, supplemented, modified, suspended or novated;
- (j) The words "write" and "in writing" includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form;
- (k) The words "include" and "including" are to be construed without limitation;
- (l) In case of any ambiguity or discrepancy between the Clauses and the Schedules, the Clauses shall prevail; and
- (m) Any reference to a person or entity shall include such person's and such entity's successors and permitted assigns, and shall include all natural persons, corporations, companies, limited liability companies, partnerships and other legal entities.



- 2.1. Subject to the provisions of this Lease Deed, KSHDC, hereby grants on lease to BIAI, and BIAI accepts the lease from KSHDC, free from Encumbrances and /or encumbrances, of all that piece and parcel of land measuring One Hundred and Twenty Four (124) Acres and Six (6) Guntas and situated south of Devarahalli and more particularly described and identified (including the survey/lot numbers thereof) in Schedule A hereto ("Additional Land") together with all and singular rights, liberties, privileges, exemptions, benefits, rights of way, paths, passages, easements (in or appurtenant to the Additional Land or any part thereof), and to hold, possess, use and enjoy the Additional Land and/or any part thereof, in accordance with the provisions of this Lease Deed.
- 2.2. BIAI confirms that it has been in physical/actual possession of the Additional Land as follows:
 - One Hundred Twenty One (121) Acres and Thirty Eight (38) Guntas on 4th September, 2006;
 - Fifty (15) Guntas on 27th February, 2007; and
 - One (1) Acre and Thirty Three (33) Guntas on 21st November, 2007.

3. TERM & TERMINATION.

- 3.1. Unless this Lease Deed is terminated prematurely in accordance with the provisions hereof, this Lease Deed shall have a term, which shall run co-terminus with the term of the Concession Agreement (the "Term"). Accordingly, upon the full term expiration of the Concession Agreement (including any renewed term there under), this Lease Deed shall terminate automatically.
- 3.2. This Lease Deed may be terminated either by mutual agreement between the Parties in writing.
- 3.3. This Lease Deed may be terminated forthwith by KSHDC in the event BIAI receives insurance payouts in accordance with Clause 3.6 of the State Support Agreement, subject to the rights of the Lessee and Govt as to insurance, but reserves not to apply such proceeds towards the repairing, rebuilding or reconstruction of the Airport.
- 3.4. In the event that the Airport is transferred to Govt in accordance with the provisions of Clause 19.4 of the State Support Agreement then upon such transfer, BIAI shall be deemed to have surrendered the Additional Land (with one exception of the SSA Excluded Area) and this Lease Deed shall terminate with respect to the surrendered part and KSHDC shall be at full liberty to deal therewith in the manner it chooses. With regard to the SSA Excluded Area, KSHDC and BIAI, will agree to enter on commercial terms for the maintenance of the Lease in respect of the SSA Excluded Area and KSHDC shall ensure that BIAI has the rights of access necessary for access to the SSA Excluded Area. While settling the commercial terms so as to enable the continuance of the Lease in respect of the SSA Excluded Area, the Parties shall not in mind the then prevailing policies/guidelines of Govt.



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 KSIILDC (hereinafter "KSIILDC") has the rights of access necessary to each of the Additional Land parcels and shall continue on the same terms and conditions.

3.2 In the event of termination of this Lease Deed pursuant to the provisions of Clause 3.1, 3.2 or 3.3, BIAL shall hand over possession of the Additional Land to KSIILDC, without any further claims immediately upon such termination.

4. USE OF THE ADDITIONAL LAND.

4.1 KSIILDC hereby grants permission and authorizes to BIAL to use the Additional Land, and BIAL agrees to use the Additional Land in accordance with the Master Plan, for the carrying out of the Activities and the following:

- (a) Implementing the Project;
- (b) Developing, constructing, building, owning, operating, and maintaining the Airport;
- (c) Designing, building, owning, operating and maintaining the utilities, services and facilities required for operating and maintaining the Airport;
- (d) Designing, building, owning, operating, maintaining and using office, management, administration facilities including all infrastructure required for such facilities and related facilities;
- (e) Implementation of plans for expansion, modernization or renovation of the Airport or utilities and services facilities;
- (f) Extraction of ground water and harvesting of rainwater for BIAL's requirements;
- (g) Developing a greenbelt on the Additional Land as specified in the Master Plan;
- (h) Developing and landscaping the Additional Land;
- (i) "Purposes".

4.2 BIAL may, with the approval of KSIILDC (such approval not to be unreasonably withheld), in addition to the above Purposes, utilize the Additional Land for any other purposes, which in its opinion is (i) conducive or incidental to implementation of the Project; and/or (ii) conducive or incidental to expansion, and modernization of the Airport; and/or (iii) enhances the passenger/cargo traffic at the Airport; and/or (iv) improves the commercial viability of the Project; and / or (v) facilitates substantive further investment in or around the Airport.

4.3 BIAL may grant sub-leases or licenses to Service Provider Right Holders for carrying out the Activities and shall furnish KSIILDC with a list of such Service Provider Right Holders every year.

5. LEASE RENT.

5.1 In consideration of KSIILDC leasing the Additional Land to BIAL, and granting the rights, privileges and benefits set forth in this Lease Deed, BIAL shall pay, subject to Clause 5.3, to KSIILDC lease rent as described in Schedule C attached hereto ("Lease Rent").



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- 5.2 The Lease Rent shall be payable in advance at the beginning of each year. The Rent shall be paid within any 30 days of the beginning of each year, while the Lease Rent being pro-rated for part of a year.
 - 5.3 The Lease Rent shall be paid after deducting therefrom only income tax deductible amount, if applicable and the net amount shall be paid to KSIEDC.
 - 5.4 BIAL shall pay the Lease Rent into such account as designated by KSIEDC from time to time.
 - 5.5 If BIAL fails to pay the Lease Rent as aforesaid, BIAL, shall be liable to pay interest, interest at the rate of two (2) percentage points above the State Bank of India Prime Lending Rate from the date on which such Lease Rent becomes due and payable. Non-payment of the Lease Rent for two (2) consecutive years shall be deemed to be a material breach of this Lease Deed for the purposes of Clause 8.1.

6. KSIEDC'S OBLIGATIONS AND COVENANTS.

- 6.1 **Possession, use and enjoyment.**
KSIEDC agrees, undertakes and warrants that subject to the terms hereof, BIAL, shall be entitled, in peace, hold, use and enjoy the Additional Land and every part thereof during the Term of the Lease, without any interruptions by KSIEDC. KSIEDC shall have no obligation to provide BIAL, any land in addition to the Site and the Additional Land.
- 6.2 **Development and Use.**
KSIEDC agrees and covenants with BIAL that BIAL, shall have the right and shall be entitled to develop and use the Additional Land for the Purpose in the manner as BIAL, considers appropriate, subject to compliance with the Master Plan and obtaining the necessary regulatory approvals.
- 6.3 **Obligations.**
KSIEDC shall pay and discharge all Outgoings relating to the period up to and including the respective dates mentioned in Clause 2.2 hereof.
- 6.4 **Consents.**
Should BIAL, require any consents or no-objections of KSIEDC in obtaining power, water, telephone and sewage lines and such other facilities that BIAL, may require, to use and enjoy the Additional Land effectively for the Purpose, KSIEDC shall provide the same within reasonable time.



Signature



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KSHDC agrees and covenants with BIAL that KSHDC shall not create any lease interests in the Additional Land or otherwise part with or share any of its rights, title or interest in or to the Additional Land (except as provided in Clause 6.6 hereof).

6.6 Sale, transfer or disposal of the Additional Land

- (a) KSHDC may sell, transfer or otherwise dispose of the Additional Land to the Government of Karnataka or any other entity owned or controlled by the Government of Karnataka.
- (b) KSHDC's right, title and interest in the Additional Land may be transferred to any entity in which KSHDC may merge or amalgamate or any other entity, which is a successor or assignee of KSHDC as a direct result of a restructure or a reorganisation under law.
- (c) KSHDC may, with the prior written consent of BIAL, which consent shall not be unreasonably withheld, and to the extent that Debt remains outstanding under the Financing Agreements with the prior written consent of the Lenders, transfer its right, title and interest, in the Additional Land to a third party. Provided always that its such consent shall be required if the sale, transfer or other disposal is in accordance with Clause 6.6 (a) or (b) and BIAL shall not be liable to pay any stamp duty or registration charges in respect of such a sale, transfer or disposal.
- (d) Any sale, transfer or other disposal of the Additional Land or any part thereof as provided in this Clause 6.6 shall always be subject to the reserved rights of BIAL set out in this Lease Deed and KSHDC shall ensure that simultaneously with the sale, transfer or other disposal of the Additional Land or any part thereof, the transferee thereof shall acknowledge the reserved rights of BIAL, therein and shall execute an agreement on identical terms and conditions to this Lease Deed.

7. BIAL'S OBLIGATIONS AND COVENANTS.

7.1 Use of the Additional Land.

BIAL shall use the Additional Land for the Purposes in accordance with the Master Plan and shall ensure that any Service Provider Right Holder uses the Additional Land only for the Activities and in accordance with the Master Plan.

7.2 Lease Rent.

BIAL shall regularly pay the Lease Rent reserved herein and shall observe and fulfil every responsibility and obligation set forth herein.



Page # 11



7.3. **Third Party Indemnity**

BIAL shall indemnify KSIHDC in respect of any applicable charges, deposits and other monies levied by third parties for and in relation to the provision by such third parties to BIAL of water, electricity and telephone and communications facilities.

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7.4. **Maintenance**

BIAL shall (i) keep and maintain the Additional Land and the buildings and structures thereon in good and habitable condition at all times and (ii) shall ensure that the Additional Land will be free from encroachments at all times and to the extent that there are any encroachments on the Additional Land, shall use its reasonable endeavours to remove such encroachments from the Additional Land, as soon as practicable.

7.5. **Regulatory Approvals**

(a) BIAL shall undertake any construction of buildings and / or structures on the Additional Land only after obtaining all regulatory approvals and permissions necessary therefor. BIAL will comply with the conditions of such regulatory approvals and permissions.

(b) Should any Service Provider Right Holder desire to put up any buildings / structures on the Additional Land, BIAL, and in the contracted arrangements with the Service Provider Right Holder (i) ensure that such Service Provider Right Holder will ensure to obtain and comply with the regulatory approvals and permissions necessary for construction of buildings and structures required by them; and (ii) include the right to terminate these arrangements in the case of continued breach of such regulatory approvals and/or permissions. Should such Service Provider Right Holder be in breach of any such regulatory approvals and/or permissions, to the extent that BIAL is aware of such breach, it shall use its reasonable endeavours to ensure compliance with such regulatory approvals / permissions.

7.6. **Inspection by KSIHDC & Site (including the Additional Land) Audit**

(a) BIAL hereby authorises KSIHDC and its authorized agents the right to enter upon and inspect the Site (including the Additional Land) at all reasonable hours on any working day after providing forty eight (48) hours notice in writing to BIAL. At the end of every year, BIAL, acting through a committee established for such purpose by the Board shall, in its case, conduct an audit of the Site (including the Additional Land) and submit to KSIHDC a report prepared by such committee furnishing details on the use and occupancy of the Site (including the Additional Land).

(b) BIAL shall notify KSIHDC of any material breach by BIAL of any regulatory approvals required in relation to the Additional Land.



Page 12



Stamp Duty & Registration Charges
 Govt. Order No. 11790/11
 Govt. Order No. 15
 Govt. Order No. 15
 Govt. Order No. 15

Government Orders are attached hereto as Schedules D, D-1 and D-2. All other stamp duties and registration charges payable in respect of the Lease contemplated herein shall be to the account of and borne by BIAL.

7.6 No Encumbrance.

BIAL undertakes not to create any Encumbrances on the Additional Land, except as permitted in this Lease Deed, the Concession Agreement, the State Support Agreement, the CHS/ATM Agreement, the Financing Agreement or as may be required by the terms of any regulatory approval or permission or pursuant to any law.

7.9 Compliance with Environmental Law.

(a) BIAL shall obtain or cause to be obtained all clearances, permits and consents under any applicable Environmental Law that it requires to enable it to carry out the Purposes and BIAL shall comply with the conditions of such clearances, permits and consents.

(b) BIAL will in the contractual arrangements with Service Provider Right Holders (i) ensure that such Service Provider Right Holder acquire or obtain and comply with all clearances, permits and consents required by them under any applicable Environmental Law to enable them to carry out the Activities, and (ii) include the alpha to terminate these arrangements in the case of non-compliance of such clearances, permits and consents. Should such Service Provider Right Holder be in breach of any such clearances, permits and consents, in the event that BIAL is aware of such breach it shall use its reasonable endeavours to ensure compliance with such clearances, permits and consents.

7.10 Compliance with the Terms of the Lease.

BIAL shall pay and discharge all Outgoings for the Term of the Lease.

8. TERMINATION.

8.1 Any material breach of this Lease Deed by BIAL will be deemed a 'BIAL Default Event' under the State Support Agreement and will be dealt with accordingly as per the terms of the State Support Agreement.

8.2 Any material breach of this Lease Deed by KSIIDC will be deemed a 'CoK Default Event' under the State Support Agreement and will be dealt with accordingly as per the terms of the State Support Agreement.



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9. REPRESENTATIONS AND WARRANTIES OF KSHDC

KSHDC hereby represents and warrants to BIAL as follows:

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- (a) KSHDC is duly incorporated and validly existing under the laws of India;
- (b) KSHDC has full power to enter on its business and to enter into, legally bind itself by, and perform its obligations under, this Lease Deed;
- (c) This Lease Deed has been duly authorized, executed, and delivered by KSHDC after fulfilling all legal formalities and remains an its legal, valid and binding obligation;
- (d) All returns, conditions and things required by the laws of India and Karnataka to be taken, fulfilled and done in order to enable KSHDC lawfully to have the Additional Land in accordance with this Lease Deed have been taken, fulfilled and done;
- (e) The execution, delivery and performance of this Lease Deed does not constitute a violation of (i) any statute, judge law, order, decree or regulation or rule of any court, governmental authority or arbitrator of competent jurisdiction applicable or relating to KSHDC, its assets or its business, and (ii) KSHDC's Memorandum or Articles of Association, charter or other documents or any instrument, contract or agreement to which it is a party or by which it or its property shall be bound;
- (f) There are no outstanding judgments against KSHDC and, to the knowledge of KSHDC, no action, claim, suit or proceeding is pending or threatened against KSHDC before any court, governmental authority or arbitrator of competent jurisdiction that could reasonably be expected to affect the ability of KSHDC to perform its obligations under this Lease Deed;
- (g) KSHDC is not in default under any agreement to which it is a party or by which it or its property shall be bound, or to any material default of any obligation, which could have a material and adverse effect on the ability of KSHDC to perform its obligations under this Lease Deed;
- (h) KSHDC is not source of the deposit of any effluents and / or Hazardous Materials on the Additional Land and is not source of any other breach of any Environmental Laws in respect of the Additional Land; and
- (i) The Additional Land hereby agreed to be leased to BIAL is free from all Encumbrances and encroachments, is vacant and is in possession of KSHDC. BIAL will have quiet and peaceful possession of the Additional Land during the Term of the Lease, from the date of delivery of the Additional Land to BIAL.



Page # 4



13. REPRESENTATIONS AND WARRANTIES OF BIAL

BIAL hereby represents and warrants to KSHDC as follows:

- (a) BIAL is duly incorporated and validly existing under the laws of India.
- (b) BIAL has full power to carry on its business and to incur into, legally bind itself by, and perform its obligations under this Lease Deed.
- (c) This Lease Deed has been duly authorized, executed, and delivered by BIAL after fulfilling all legal formalities and complying its legal, valid and binding obligations.
- (d) The execution, delivery, and performance of this Lease Deed, does not constitute a violation of (i) any statute, judgment, order, decree or regulation or rule of any court, governmental authority or arbitrator of competent jurisdiction applicable or relating to BIAL, its assets or its businesses, and (ii) BIAL's Memorandum or Articles of Association or other documents or any indenture, contract or agreement to which it is a party or by which it or its property shall be bound.
- (e) There are no outstanding judgments against BIAL or its shareholders, and, to the knowledge of BIAL, no action, claim, suit or proceeding is pending or threatened against BIAL or shareholders before any court, governmental authority or arbitrator of competent jurisdiction that could reasonably be expected to affect the ability of BIAL to perform its obligations under this Lease Deed; and
- (f) BIAL is not in default under any agreement to which it is party or by which it or its property shall be bound, or to any material default of any obligation, which could have a material and adverse effect on the ability of BIAL to perform its obligations under this Lease Deed.

14. INDEMNITIES AND LIMITATION OF LIABILITY.

14.1 Definitions

In this Clause 14:

- (a) "Affiliate" means a 100% subsidiary or a company having 100% control, in relation to any Party. For this purpose "control" means the ability to control the composition of the Board and to exercise all voting rights attached to shares of such affiliate at any general meeting.
- (b) "Liability" means losses, damages, claims, judgments and expenses, including costs of investigation, remediation and litigation or even other form of dispute resolution, and
- (c) "Representatives" means



- (i) any employee, agent or consultant of a Party or of an Affiliate of a Party;
- (ii) a third party contractor of a Party; or
- (iii) an Affiliate of a Party.

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For the avoidance of doubt, the term 'Representative' shall not include any Service Provider (High) Holder (as defined in the State Support Agreement).

11.2 KSHDC shall fully indemnify, defend and hold harmless BIA and its Affiliates, and their respective directors, employees and agents from and against any Liability, which may be incurred or suffered by any such person and which may arise out of or as a result from any of the following causes:

- (a) any breach by KSHDC of any of its obligations, contracts, agreements, representations or warranties set forth in this Lease Deed; and
- (b) any loss of property, damage to property, personal injury or death occasioned to or suffered by any person, to the extent that the damage to or loss of property or the personal injury or death is caused willfully or negligently by KSHDC or its Representatives.

11.3 BIA shall fully indemnify, defend and hold harmless KSHDC and its Affiliates, and their respective directors, employees and agents from and against any Liability, which may be incurred or suffered by KSHDC and which may arise out of or as a result from any of the following causes:

- (a) any breach by BIA of any of its obligations, contracts, agreements, representations or warranties set forth in this Lease Deed;
- (b) any Environmental Liability, which has arisen due to an incident occasioned by BIA, whether directly or indirectly, and not otherwise indemnified under Clause 11.2(i); and
- (c) any loss of property, damage to property, personal injury or death occasioned to or suffered by any person, to the extent that the damage to or loss of property or the personal injury or death is caused willfully or negligently by BIA or its Representatives.

11.4 Limitation of Liability

In no event shall any Party, its officers, employees or agents be liable to the other Party (on the basis of breach of contract, indemnity, warranty or tort, including negligence and strict or absolute liability, or breach of statutory duty or otherwise) for any matter arising out of or in connection with this Lease Deed in respect of any 'Consequential' Loss suffered by the other Party. Each Party undertakes not to sue the other Party, its officers, employees, agents or such contractors in respect of such 'Consequential' Loss.



Neither Party shall, without the other Party's prior written consent, transfer, assign or ~~pledge~~ any form of security over any of their obligations or rights under this Lease Deed provided:

- (i) BIAL may without KSHDC's prior consent create any mortgage or charge over the Additional Land in favour of the Lenders or any agent or trustee acting on their behalf or assign the Lease Deed to the Lenders by way of security;
- (ii) BIAL may, with thirty (30) days prior notice to KSHDC, assign this Lease Deed to God under the Commission Agreement; and
- (iii) Any Service Provider Right Holder granted an interest in the Additional Land by BIAL pursuant to the terms of this Lease Deed may without KSHDC's prior consent create any mortgage or charge over such interest in favour of any financial institution providing funds to such Service Provider Right Holder or assign of their activities at the Additional Land.

Save as provided above, any mortgage, transfer, assignment or security interests, granted without the other Party's consent shall not be effective and shall be a breach of this Lease Deed. Subject to the foregoing, this Lease Deed shall be binding upon and inure to the benefit of all permitted successors, heirs, assigns and assigns of KSHDC and BIAL.

3. REMOVAL OF DIFFICULTIES

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project, operation of the Airport and the transactions envisaged under this Lease Deed. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

4. DISPUTE RESOLUTION

4.1 Negotiation and Conciliation

The Parties shall use their respective reasonable endeavours to settle any dispute, difference, claim, question or controversy between the Parties arising out of, in connection with or in relation to this Lease Deed ("Dispute") amicably between themselves through negotiation.

4.2 Reference to Arbitrator

Any Dispute which the Parties are unable to resolve pursuant to Clause 4.1 within sixty (60) 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 a tribunal in



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14.3 Arbitration.

The venue of arbitration shall be Bangalore. Each Party shall pay the expenses of the arbitration in accordance with the Rules 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 as closely connected with the Parties. The language of the arbitration shall be English.

14.4 Decision of award.

Any decision or award of an arbitral tribunal appointed pursuant to this Clause 14 shall be final and binding upon the Parties. The Parties waive any rights to appeal, in any review or such award by any court or tribunal of competent jurisdiction, insofar as such waiver can validly be made. The Parties expressly submit to the jurisdiction of any such court for the purpose of enforcement of any arbitration award.

15. GOVERNING LAW

This Lease Deed is governed by and shall be construed in accordance with the laws of the Republic of India.

16. GENERAL PROVISIONS.

16.1 Entire Agreement.

This Lease Deed together with the Schedules and other agreements referred to herein constitute the entire agreement of the Parties with respect to the subject matter and the transaction envisaged in this Lease Deed and supercedes all previous agreements, understandings, correspondences and instruments relating to the subject matter and the transaction envisaged herein.

16.2 Waiver.

Neither Party shall be deemed to have waived any right under this Lease Deed, unless such Party shall have delivered to the other Party a written waiver signed by an authorized officer of such waiving Party. No delay or omission in the exercise of any power or remedy shall be construed to be a waiver of any default or any breach hereof.

16.3 Invalidity.

If any provision(s) of this Lease Deed are declared to be void, unenforceable or illegal by a competent arbitral tribunal or court, such invalidity, unenforceability or illegality shall not



... or after the remaining provision(s) of this Lease Deed which shall continue in full force and effect.

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16. Amendments.

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(a) No amendments, supplements, modifications or waivers to this Lease Deed in the terms or provisions hereof shall be valid unless evidenced in writing and signed by duly authorized representatives of both Parties.

(b) The Parties recognize that:

(i) pursuant to any decisions taken under Clause 15 of the State Support Agreement by the parties hereto, and

(ii) in the event of any other amendments made to the State Support Agreement that affect the use of the Additional Land, whether directly or indirectly, if any portion of the Additional Land is to be returned to KSNDC, such portion of the Additional Land shall automatically revert back to KSNDC and this Lease Deed may need to be amended and how by agree to take all necessary actions hereunder to implement the same.

16.3 Specific Performance

In the event of default or breach in performance or obligation by any Party, the Party not in default or breach shall be entitled, without prejudice to its other rights and remedies, to seek and enforce specific performance of this Lease Deed.

16.6 Counterparts.

This Lease Deed shall be executed by the parties in two (2) counterparts by the Parties and such fully executed counterparts shall be deemed an original.

16.7 Expenses.

Each Party shall pay its own costs and expenses (including, without limitation, the fees and expenses of its agents, authorized representatives, advisers, counsel and accountants) necessary for the negotiation, preparation, execution, delivery, performance of, and compliance with, this Lease Deed.

16.8 Notices.

(a) All notices, demands or other communications required to be given or made hereunder shall be in English language, in writing and delivered personally or sent by prepaid registered post or facsimile communication addressed to the intended recipient thereof at its address or facsimile number given below or to such address or facsimile number as any Party may have been notified in writing to the other Party.



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To care of KVIC to:

- 2024/11-12 2023 1179/2023-24
- ಕರ್ನಾಟಕ ಕೃಷಿ ಮತ್ತು ಮತ್ಸ್ಯ ಇಲಾಖೆ
- Khatipa Bldg, East Wing, Fourth Floor, 442, Race Course Road, Bangalore - 560 001, India.
 - Fax # (+91 80) 2225 3740
 - Attention: Managing Director

To care of B.L.S.:

- Bangalore International Airport Limited, Administration Block, Bangalore International Airport, Channarayana, Bangalore - 560 009, India.
- Fax # (+91 80) 2333 3400
- Attention: Chief Executive Officer

- (1) Notices shall be effective when received by the intended recipient, and such notice demand or communication shall be deemed to have been duly served if given in (such a) facsimile transmission, immediately on receipt of the successful transmission report by the sender, or if given personally, on delivery thereof to the address of the recipient, or if given by registered post, 3 (five) days after posting the same by registered post.
- (2) Either Party may change any of the details set out in this Clause 16.8 by giving notice of the change to the other Party.

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IN WITNESS WHEREOF, the Parties hereto have signed this Lease Deed on the date and year first

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2009

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Signed for and on behalf of
Karnataka State Industrial and
Infrastructure Development
Corporation Limited
by a duly authorized representative
in the presence of:

[Signature]

Signature of witness
N. Nagappa

[Signature]

Signature of authorized representative

Dr. Rajendra Goel



Name and address of witness
R. NAGESH
Deputy General Manager
Karnataka State Industrial and
Infrastructure Development Corporation Ltd.
"Mangal Shree", 4th Floor, 6th Wing
42, Race Course Road, Bangalore-560 101

Name of authorized representative
Dr. RAJENDRA GOEL, M.B.S.
MANAGING DIRECTOR
KARNATAKA STATE INDUSTRIAL AND
INFRASTRUCTURE DEVELOPMENT CORPORATION
"MANGAL SHREE", 4th FLOOR, 6th WING
42, RACE COURSE ROAD, BANGALORE-560 101

Signed for and on behalf of
Bangalore International Airport Limited
by a duly authorized representative
in the presence of:

[Signature]

Signature of witness

[Signature]

Signature of authorized representative



Name and address of witness
ACHUTOSH CHANDRA
Bangalore International Airport Limited
Administration Block
Bangalore International Airport
Devarahalli, Bangalore-560 303

Name of authorized representative

Bhaskar Badepati
Director - Finance

802 sq. m. 80.2/100

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DESCRIPTION OF ADDITIONAL LAND

All the place and parcel of land amounting 124 Acres 06 Guntas in Deomahalli Taluk of Bangalore North Taluk and in the villages of Begur, Chikmagalur, Mysuru, Yashwanthalli and Acharyaiah-Maheshwari as specified detailed hereunder I, Bangalore North Taluk, Jala Hobli

Sl. No.	Name of the Village	Survey No.	Extent Acres-Guntas
1	Begur		
2		84/1	1-27
3		84/3	1-05
4		85	2-33
5		86	1-30
6		89/1	1-37
7		89/2	2-13
8		90/3	0-19
9		90/2 (A)	1-00
10		91 (B)	0-7
11		93/1 (C)	0-19
12		95/2 (D)	0-17
13		96/1	3-15
14		96/3	3-27
15		97/1	3-15
16		97/2	2-13
17		98/1	1-03
18		98/2	3-11
19		99	2-36
20		100/1 (E)	1-20
21		101/1 (F)	0-51
22		102/2 (G)	1-05
23		95/3	0-30
TOTAL		96/2 (H)	37-06

II. Bangalore North Taluk, Jala Hobli

Sl. No.	Name of the Village	Survey No.	Extent Acres-Guntas
1	Chikmagalur		
2		26/1 (I)	2-00
3		26/2 (J)	1-19



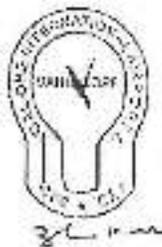
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 11/1991/119/220
 11/1991/119/220

5	26/1 (P)	0.15
6	27/1 (P)	1.33
7	27/2 (P)	1.35
8	28/1 (P)	2.13
9	28/2	1.01
10	28/3 (P)	1.23
11	28/4 (P)	1.01
12	29/1 (P)	1.35
13	29/2 (P)	1.20
14	30/1 (P)	1.33
15	30/2 (P)	1.35
16	31/1 (P)	1.31
17	31/2 (P)	0.12
18	32/3	0.25
19	31/4	3.02
20	31/5	0.84
21	32	3.05
22	33	1.11
23	40/1	0.21
24	40/2	3.33
25	41/1	1.72
26	41/2	0.19
27	41/3	1.21
28	42/3	1.75
29	43/4	1.02
30	43/5 (P)	1.15
31	45/5 (P)	0.06
32	45/6	5.08
33	46/1	1.35
34	47/2 (P)	1.20
TOTAL		46.28

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III. Bangalore North Taluk, Jala Hobli

Sl. No.	Name of the Village	Survey No.	Extent Acres-Guntas
	Myasahalli		
1		1 (P)	0.30
2		2/1	0.57
3		2/2	0.36
4		2/2 (b)	0.32
5		2/3 (P)	0.25
6		3	3.17
7		4	1.23



9	5/19	1-23
10	6/15	1-05
11	5/16	1-28
12	6/2	1-28
13	11	1-13
	15	1-31
	18	0-21
14	13/2	0-29
15	10/1 (1)	5-13
16	11/2	0-29
17	11/3 (2)	0-27
	1-6 (2)	0-35
TOTAL		23-21

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IV. Devanahalli Taluk, Kasaba Hobli

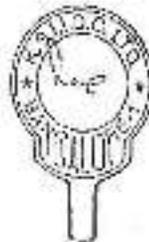
Sl. No.	Name of the Village	Survey No.	Extent Acres-Guntas
1	Y. Chingevihalli		
2		1/1 (1)	0-32
3		6/1	1-20
4		7	0-01
5		8/1	0-20
6		9	0-16
7		10/3 (1)	1-32
8		10/4 (2)	1-02
9		16	0-06
10		17 (2)	1-02
11		55 (2)	2-13
12		59 (1)	1-05
13		77 (2)	0-09
14		78 (2)	2-12
TOTAL		9 (2)	0-16
			12-09

V. Devanahalli Taluk, Kasaba Hobli

Sl. No.	Name of the Village	Survey No.	Extent Acres-Guntas
	Akkarahalli-Vallarahalli		
1		37 (1)	4-20
TOTAL			4-20



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Sl. No.	Name of the Village	Extent Acres-Genths
1	Bugar	37-00
2	Chikbanhall	46-28
3	Mythrahall	23-23
4	Yarbhigahalli	12-00
5	Adraahalli Mallenahalli	1-20
TOTAL		124-00



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SCHEDULE B

Activities

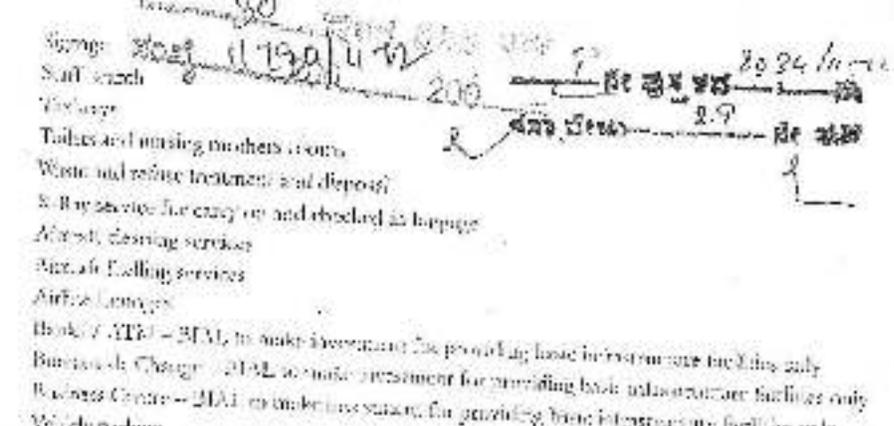
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 2020 JEC 022

Part 1 - Airport Activities

Airport Activities include the following services, facilities and equipment:

- Air traffic control services
- Airfield
- Airfield lighting
- Air navigation services relating to the Airport
- Arrival and perimeter security including access control and patrolling
- Arrival and bus/ride access roads and forecourts including waiting, traffic signals, signage and numbering
- Apron and aircraft parking area
- Apron control and allocation of aircraft stands
- Arrivals concourses and meeting areas
- Baggage systems including outbound and return
- Bird scaring
- Check-in concourses
- Cleaning, heating, lighting and air conditioning public areas
- Customs and immigration halls
- Emergency services
- Facilities for the disabled and other special needs people
- Fire services
- Flight information and public address systems
- Foul and surface water drainage
- Grounds systems and maintenance
- Information desks and staff
- Inter-terminal transit systems
- Landscaping and horticulture
- Lifts, escalators and passenger conveyors
- Landing bridges
- Lost property
- Meteorological Services / MIS
- Noise insulation and sound proofing
- Passenger and hand baggage search
- Piers and gate areas
- Police and general security
- Prayer Rooms
- Runways
- Scheduling computer support





- Trains and rolling stock
- Water and refuse treatment and disposal
- Subway services for city or and abroad in baggage
- Airport, clearing services
- Airport handling services
- Airport terminals
- Bank/ATM - BIAI to make investment for providing basic infrastructure facilities only
- Business Centre - BIAI to make investment for providing basic infrastructure facilities only
- Business Centre - BIAI to make investment for providing basic infrastructure facilities only
- Vehicle parking
- Cargo handling
- Cargo terminals
- Container Centre - BIAI to make investment for providing basic infrastructure facilities only
- Duty free shops - BIAI to make investment for providing basic infrastructure facilities only
- Flight catering services
- Flight consignment/forwarders offices
- General aviation ground handling
- General aviation terminals
- Ground crew shops - BIAI to make investment for providing basic infrastructure facilities only
- Ground handling services
- Ground handling equipment
- Ground power for aircraft
- Hangars
- Heavy maintenance services - BIAI to undertake these only if such services are in relation to airport and/or aircraft
- Hotel and related services - BIAI to make investment for providing basic infrastructure facilities only
- Infrastructure for the airport complex like roads, drains, water supply etc.
- Line and message services - BIAI to undertake these only if such services are in relation to airport and/or aircraft
- Locker room - BIAI to make investment for providing basic infrastructure facilities only
- Message services - BIAI to make investment for providing basic infrastructure facilities only
- Observation terrace
- Pre-conditioned air for aircraft
- Porter service
- Post Offices - BIAI to make investment for providing basic infrastructure facilities only
- Public telephones - BIAI to make investment for providing basic infrastructure facilities only
- Restrooms, bars and other refreshment facilities - BIAI to make investment for providing basic infrastructure facilities only
- Special Assistance Services
- Tourist information services - BIAI to make investment for providing basic infrastructure facilities only



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- Travel agency - BIAL to make investment for providing basic infrastructure facilities only
- Trolley services
- Utilities (including electricity, gas, telecommunication and water)
- Vehicle parking services - BIAL to undertake the supply of such services on a contract basis on a long term/short term.
- Wholesale - BIAL to make investment for providing basic infrastructure facilities only
- Wholesale services - BIAL to make investment for providing basic infrastructure facilities on a long term/short term
- Warehouses
- Wrecking services

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Part 2 - Non-Aeronautical Airport Activities

Non-Aeronautical Airport Activities include the following services, facilities and equipment:

- Airport Shuttle transport services (Buses, City Connect etc)
- Business Parks
- IT Park Parks
- Hotels
- Industrial Parks
- Commercial Parkings
- Special Economic Zones
- Commercial Complexes
- Golf Course
- Country Club
- Fuel Silos
- Independent Power Producing
- Production centres like manufacturing factories.

And include any activities reasonably ancillary or incidental to the above activities.



82
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SCHEDULE C
 Lease Rent

80,311/11-12
 11/9/11

Lease Rent shall be payable to KSHDC by BAI, in the following manner:

- (1) For the period from the delivery of the Additional Land to BAI, up to and including the Airport Opening Date, three (3%) per annum.
- (2) For the period from the Airport Opening Date till the end of year (7) from following the Airport Opening Date, three percent (3%) per annum of the total cost of the Additional Land, i.e. Rs. 66,72,92,652/- (Rupees Thirty Six Crores Seventy Seven Lakhs Sixty Two Thousand Six Hundred and Fifty Two Only) hereafter referred to as the "Additional Land Cost".
- (3) For the eighth year after the Airport Opening Date six percent (6%) of the Additional Land Cost.
- (4) For every year following the eighth (8th) year after the Airport Opening Date for the remainder of the term, an amount equivalent to the Lease Rent of the preceding year plus three per cent (3%).



3/11/11



Proposed by
 J. S. Kulkarni
 Associate
 NRI, Shrihari
 The Crane Building
 Durgam Road
 Hyderabad

133
11770/11-17-2008
2008

SCHEDULED

Government Order BD 413 MuNoMa 2007 Bangalore dated February 16, 2008

GOVERNMENT OF KARNATAKA

No. 413 MuNoMa 2007

Karnataka Government Secretariat
MS Building,
Bangalore, dated 16-02-2008

NOTIFICATION

In exercise of powers conferred under proviso to Section 9(1) of Karnataka Stamp Act, 1957 and under Section 78 Chapter XVI of Karnataka Registration Act, 1958 (Central Act of 1956), the Government of Karnataka hereby fully exempts from payment of registration fee and stamp duty towards the additional 124.66 acres of land acquired by Karnataka Industrial Areas Development Board (KIADB) for the purpose of formation of access road for the second runway of Duggaluru International Airport.

This Notification issues with the concurrence of Finance Department vide its GO No. No. FD 1337 exp-7 dated 6-2-2008.

By order in the name of
President of India

(Signature)
(T. K. Ramachandra)

Under Secretary to Government (Stamps & Regt.)
Revenue Department

To:

Comptroller, Karnataka Gazette, Bangalore, to publish in the next issue and to supply 100 copies.

Copies:

- 1) Assistant General to Karnataka, Bangalore
- 2) Advisor to HR, the Governor (HR), Vidhana Soudha, Bangalore.
- 3) Private Secretary to Chief Secretary to Government, Vidhana Soudha, Bangalore.
- 4) Principal Secretary to Government, Industrial Development Department, Vidhana Soudha, Bangalore.
- 5) Inspector General of Registration and Commissioner for Stamps, Bangalore.
- 6) Under Secretary to Government (Exp-7), Finance Department, Vidhana Soudha, Bangalore.
- 7) General PA to Secretary to Government, Revenue Department.
- 8) PA to Deputy Secretary (Stamps & Regt), Revenue Department
- 9) SG/7 Spec Copies



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2008 11 29 9/11 72 200
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SCHEDULE D-1

Government Order RD 413 MuNoMu 2007 Bangalore, Corrigendum dated May 27, 2008

GOVERNMENT OF KARNATAKA

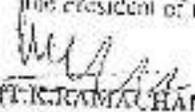
No. RD 413 MUMUMU 2007

Karnataka Government Secretariat,
M.S. Building,
BANGALORE, Dated: 27.05.2008.

CORRIGENDUM

In the first para of the Notification No. RD 413 MUMUMU 2007 dated: 16.02.2008 after the words "access road" the word "and" shall be inserted and the words "for the" shall be substituted.

By order and in the name of
the President of India,


(P. K. JAGANMOHAN REDDY)
Under Secretary to Government,
Revenue Department,
(Stamps & Registration)

To

The Compiler, Karnataka Gazette, Bangalore with a view to publish in the next Gazette.

Copies

- 1) The Inspector General of Registration & Commissioner of Stamps, Shriyasha Bhawan, Bangalore-9.
- 2) The District Registrar, Bangalore Rural District, Bangalore.
- 3) The Sub Registrar, Devanakalli Sub registrar office, Bangalore Rural.
- 4) The Under Secretary to Government, Finance Department (Ex. 7), Vahana Southa, Bangalore.
- 5) G.P.A. to Secretary to Government, Revenue Department.
- 6) P.A. to Deputy Secretary to Government, Revenue Department.
- 7) Section Guard File/Additional Copies.



Page 6/3



SCHEDULE 112

Government Order RD 413 MuNOMU 2007 Bangalore, Addendum dated May 27, 2008

GOVERNMENT OF KARNATAKA

No. RD 413 MuNOMU 2007

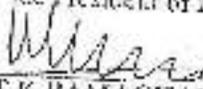
Karnataka Government Secretariat,
M.S. Building,
BANGALORE, dated: 27.05.2008

ADDENDUM

After first para of the Notification No. RD 413 MuNOMU 2007 dated: 16.02.2008 the following para shall be added:

"The above exemptions shall cover registration of Sale Deed executed between KIADB and KSUDC and Lease Deed executed between KSUDC and BIAL".

By order and in the name of
The President of India,


(T.K. RAMACHANDRA)
Under Secretary to Government,
Revenue Department,
(Stamps & Registration)

To:

The Compiler, Karnataka Gazette, Bangalore with a view to publish in the next Gazette.

Copies:

- 1) The Inspector General of Registration & Commissioner of Stamps, Shimola Bhavan, Bangalore-9.
- 2) The District Registrar, Bangalore Rural District, Bangalore.
- 3) The Sub Registrar, Devanahalli Sub registrar office, Bangalore Rural.
- 4) The Under Secretary to Government, Finance Department (Ex.7), Vidhana Soudha, Bangalore.
- 5) C.P.A. to Secretary to Government, Revenue Department.
- 6) P.A. to Deputy Secretary to Government, Revenue Department.
- 7) Section Guard File/Additional Copies.



Page # 32



Address : Bangalore - 560 001
 Phone : 2225 4411
 Email : ksidc@ksidc.karnataka.gov.in
 Website : http://www.ksidc.com



ಸಂಖ್ಯೆ: 190/11-12
 ದಿನಾಂಕ: 2001
 ಪುಟ: 22253740
 ಕರ್ನಾಟಕ ರಾಜ್ಯ ಅಭಿವೃದ್ಧಿ ನಿಗಮ
 Website: http://www.ksidc.com

Karnataka State Industrial and Infrastructure Development Corporation Limited

27th Stage, No. 49, 5th Floor, Phase IV of
 First Stage Road, Corporation-560 001, Bengaluru
 January 11, 2012

ಕರ್ನಾಟಕ ರಾಜ್ಯ ಕೈಗಾರಿಕಾ ಮತ್ತು
 ಮೂಲಸೌಕರ್ಯ ಅಭಿವೃದ್ಧಿ
 ನಿಗಮ ನಿರವಧಿ
 "ಬಿ.ಎಂ. ರಸ್ತೆ, 49 ನೇ ಹಂತ, 5ನೇ ಮಹಡಿ, ಭಾಗ IV
 ಫೇಸ್ 4 ರ ಮೊದಲ ಹಂತ, ಕರ್ನಾಟಕ ರಾಜ್ಯ ಅಭಿವೃದ್ಧಿ ನಿಗಮ
 DG&C(IFD-1)/ 2036 /2011-12

The Sub Registrar
 Devanahalli Taluk
 DEVANAHALLI

ಸಹಿ ಮತ್ತು ಮುದ್ರೆ
 ಮುಖ್ಯ ನಿರ್ದೇಶಕರು

Dear Sir,

Sub: Registration of Land Lease Deed executed between
 KSIDC and BIAL in respect of the additional land
 of 124 Acres 08 Guntas in Devanahalli Taluk and
 Bangalore North Taluk.

With reference to the above we request you kindly to register the
 Land Lease Deed dated 31/12/2011 executed between KSIDC and BIAL.
 The Lease Deed will be presented by the authorities of BIAL for registration.
 The Government in Notification No.RD 413 MuNoMu 2007 dated 27/05/2008,
 Compendium Notification No.RD 413 MuNoMu 2007 dated 27/05/2008,
 Addendum Notification No. RD 413 MuNoMu 2007 dated 27/05/2008, has
 granted exemption from payment of Stamp duty and Registration fee for the
 said transaction. Copies of the Notifications are enclosed to the Lease Deed.
 The Managing Director, KSIDC is exempt from personal appearance.

We request you kindly to accept and register the said lease deed.

Thanking you,

Yours faithfully
 Sd/-
 [R.NAGESH]
 Deputy Gen. Manager(IFD-1)

Encl: as above
 Copy to:
 The Assistant Vice President & Head Legal
 Bangalore International Airport Limited
 Bangalore International Airport
 Devanahalli
 BANGALORE - 560 300



ಸಹಿ ಮತ್ತು ಮುದ್ರೆ
 A.N. Sukanth
 19/3/12
 19/3/12
 ಸಹಿ ಮತ್ತು ಮುದ್ರೆ

ದಯೆ ಮಾಡಿ
 ದಯೆ ಮಾಡಿ
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ಸಹಿ ಮತ್ತು ಮುದ್ರೆ
 ಸಹಿ ಮತ್ತು ಮುದ್ರೆ

Made under Section 10-A
 of the Karnataka Stamp Act, 1957.
 Certified that a sum of Rupees 10/- (in words)
 Rupees Ten only
 has been collected as the SSC (Stamp Duty) and vide
 Receipt No. 10/12/12
 Sd/- A.N. Sukanth
 Sd/- Working at
 Signature of registered office

1289
05-06

ಶಿ ದಸ್ತಾವೇಶ... 30... 2005
ಶಿ ಸ್ಥಳ... 7.22.2005

LAND LEASE DEED

This Land Lease Deed ("Deed") is executed on this 30th day of April 2005 by and between:

1. **KARNATAKA STATE INDUSTRIAL INVESTMENT AND DEVELOPMENT CORPORATION LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at Khanija Bhavan, East Wing, Fourth Floor, #49 Race Course Road, Bangalore - 560 001, India (hereinafter referred to as "KSIIDC" which shall include its successors and permitted assigns) of the **ONE PART**; and
2. **BANGALORE INTERNATIONAL AIRPORT LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at Khanija Bhavan, Ground Floor, #49 Race Course Road, Bangalore - 560 001, India (hereinafter referred to as "BIAL" which expression shall include its successors and permitted assigns) of the **OTHER PART**.

ಶಿ ಸ್ಥಳ... 2.53h

WHEREAS

- A. The Government of India, as part of its policy to encourage private sector participation in the development of airport infrastructure has granted its in principle approval for the development of a greenfield airport, with private sector participation, at Devanahalli, near Bangalore in the State of Karnataka.
- B. GoK, as part of its policy to encourage and provide industrial development, tourism, cargo movement and the general economic and social development of the State of Karnataka, has granted approval for the development of a greenfield airport at Devanahalli, near Bangalore.
- C. BIAL has been established for the development, design, financing, construction, completion, maintenance, operation and management of the airport.
- D. The Karnataka State Industrial Investment and Development Corporation Limited ("KSIIDC"), the Airports Authority of India ("AAI"), Siemens Project Ventures GmbH ("Siemens"), Flughafen Zurich AG ("Unique Zurich") and Larsen & Toubro Limited ("L&T") have agreed to participate as shareholders in BIAL as a venture between the private and public sectors.
- E. The Government of India and BIAL have entered into a Concession Agreement ("Concession Agreement") on July 5, 2004 by which they have agreed upon the terms and conditions upon which the Project will be implemented.
- F. Following representations made by the Private Promoters (as hereinafter defined) during the pre-detailed proposal stage of the bidding process, GoK has agreed to provide financial support to improve the visibility of the Project and enhance the bankability of the Initial Phase, and has also agreed to have KSIIDC provide the Site on Lease to BIAL.

INTRODUCTION

Print Date & Time: 2024/05/05 09:27 AM

2024/05/05 09:27 AM

Registered: P-60

2574 211 2102

For more details, visit www.mca.gov.in dated 30-04-2023 under MS. No. 16/2023 dated 30-04-2023

Sl. No.	Particulars	Amount
1	Share Capital	100000
2	Reserves	100000

For details, visit www.mca.gov.in dated 30-04-2023 under MS. No. 16/2023 dated 30-04-2023

Sl. No.	Name	Signature	Designation
1	Mr. [Name]		Director

[Signature]
 Mr. [Name]

For details, visit www.mca.gov.in

Sl. No.	Name	Signature	Designation
1	Mr. [Name]		Director
2	Mr. [Name]		Director

[Signature]
 Mr. [Name]

- G. Accordingly, GoK through its various ~~agencies and departments~~ ^{agencies and departments} has acquired and has otherwise made available the Site south of Devanahalli near Bangalore for the Project and had the same vested with KSHDC.
- H. KSHDC is the absolute owner of the portion of the Site described in Part I of Schedule A and the perpetual lease in respect of the portion of the Site described in Part II of Schedule A and has agreed to grant on lease / sub-lease to BIAL, and BIAL has agreed to accept the lease / sub-lease of the Site, on and subject to the terms, conditions and provisions set forth hereinafter. Consequent upon the acquisition by KSHDC, of the Additional Land described in Schedule E, KSHDC agrees to grant on lease / sub-lease to BIAL, and BIAL shall accept the lease / sub-lease of the Additional Land on the same terms and conditions to those mentioned herein.
- I. KSHDC and BIAL entered into a Land Lease Agreement ("Agreement") on January 30, 2005 in respect of the Site mentioned in Part I and II of Schedule A. Pursuant to Clause 2.1 of the Agreement, certain conditions precedent were either required to be satisfied or waived by the Parties. These conditions precedent have since been satisfied / waived.

NOW THEREFORE, in consideration of the premises and the mutual covenants, promises, assurances, representations, and provisions set forth herein, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION,

1.1 Definitions.

In this Deed (including the recitals hereof and the Schedules hereto), the following words and expressions shall have, where the context so permits, the meaning assigned to them respectively below:

"Activities" means the activities set out at Schedule B;

"Additional Land" shall have the meaning assigned to it in Clause 2.2;

"Airport" means the greenfield international airport comprising of the Initial Phase to be constructed and operated by BIAL at Devanahalli, near Bangalore in the State of Karnataka and includes all its buildings, equipment, facilities and systems and including, where the circumstances so require, any expansion thereof;

"Airport Opening Date" means the date on which commencement of the commercial operation of the Initial Phase occurs;

"Board" means the Board of Directors of BIAL;

"CA Excluded Area" means that portion of the Site containing those Non-Airport Activities not being taken over by GoI pursuant to Articles 7.2 or 13.5.2 of the Commission Agreement;

ಶಿವಮೊಗ್ಗ 04/05/2016

ಶಿವಮೊಗ್ಗ ಜಿಲ್ಲಾ ಪಂಚಾಯತ್

ನಂ: 2574

ಪುಸ್ತಕ ಸಂಖ್ಯೆ 4

ಕ್ರ. ಸಂಖ್ಯೆ	ವಿವರಣೆ	ಹೆಚ್
1	ಶಿ. ಮಂ. ಸೇವೆಗೆ ಸಂಬಂಧಿಸಿದಂತೆ	
2	ಶಿ. ಮಂ. ಸೇವೆಗೆ ಸಂಬಂಧಿಸಿದಂತೆ	

[Signature]
 ಉಪ-ನಿರೀಕ್ಷಕರು

ಇವುಗಳಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಶಿ. ಮಂ. ಸೇವೆಗೆ ಸಂಬಂಧಿಸಿದಂತೆ 26/04/05 ರಂದು ಉಪನಿರೀಕ್ಷಕರು
 ಇವುಗಳಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಶಿ. ಮಂ. ಸೇವೆಗೆ ಸಂಬಂಧಿಸಿದಂತೆ 26/04/05 ರಂದು ಉಪನಿರೀಕ್ಷಕರು
 ಇವುಗಳಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಶಿ. ಮಂ. ಸೇವೆಗೆ ಸಂಬಂಧಿಸಿದಂತೆ 26/04/05 ರಂದು ಉಪನಿರೀಕ್ಷಕರು

ಶಿವಮೊಗ್ಗ ಜಿಲ್ಲಾ ಪಂಚಾಯತ್

[Signature]
 ಉಪ-ನಿರೀಕ್ಷಕರು 4/05
 ಶಿವಮೊಗ್ಗ

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"CNS/ATM Agreement" means the agreement entered into on April 06, 2005 between BIAL and the AAI in respect of the provision by the AAI to BIAL of communication, navigation and surveillance/air traffic management services.

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"Consequential Loss" means in relation to a breach of this Deed any indirect or consequential loss (including loss of production, loss of profit, loss of revenue, loss of contract, loss of goodwill, liability under other agreements other than Environmental Liability or liability to third parties other than Environmental Liability) resulting from such breach and whether or not the party committing the breach knew, or ought to have known, that such indirect or consequential loss would be likely to be suffered as a result of such breach and includes the payment or repayment of any amounts for any acceleration thereof to lenders or creditors of any party from time to time but excludes death or personal injury resulting from the negligence of the Party liable, its officers, employees or agents.

"Debt" means the outstanding debt due to the Lenders of BIAL under the Financing Agreements.

"Employer's Requirements" has the meaning given to it in the E-92 Contracts.

"Encumbrance" means any encumbrance such as an easement, right of way, license, mortgage, charge, lien, hypothecation, pre-emptive right or security interest whether or not registered and howsoever arising, including by statute or common law.

"Environment" means all or any of the following media, namely the air (including the air within buildings and within any other manmade or natural structure above or below ground), water (including water under or within land or in pipes or sewerage systems), soil and land and any ecosystem and living organism supported by those media, and in the case of humans includes their property.

"Environmental Law" means all laws, including without limitation constitutional, national, federal, provincial and local statutes, regulations, rules, codes, orders, directives, ordinances, approvals, permits, including any conditions attached to the foregoing, and, in so far as they have the force of law, guidance notes and codes of practice, and common law, which are in force from time to time in the relevant jurisdiction and relate to harm or damage to, or the protection of, or compensation for harm or damage to, the Environment including without limitation laws relating to Hazardous Materials, health and safety, noise, vibration, nuisance, radiation and town and country planning.

"Environmental Liability" means any actual or alleged breach of, or liability, duty or obligation incurred or incurred under:

- (a) Environmental Law; or
- (b) Any provision applicable to harm or damage to, or protection of, or compensation for harm or damage to, the Environment including without limitation provisions relating to Hazardous Materials, health and safety, noise, vibration, nuisance, radiation and town and country planning, which is contained in any contract or other legally enforceable undertaking.

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ಕ್ರ. ಸಂಖ್ಯೆ	ನಿರೀಕ್ಷಿಸಿದ ವಿವರ	ಮಾ. ಸಂ.
1	ಬಿ. ಎಸ್. ಸಿಬಿ ಇಂಟಿಗ್ರೇಷನ್ & ಸಿಬಿ ಇಂಟಿಗ್ರೇಷನ್ ಸಿಬಿ ಇಂಟಿಗ್ರೇಷನ್	ಅಧಿಕಾರಿ
2	ಬಿ. ಎಸ್. ಸಿಬಿ ಇಂಟಿಗ್ರೇಷನ್ ಸಿಬಿ ಇಂಟಿಗ್ರೇಷನ್ ಸಿಬಿ ಇಂಟಿಗ್ರೇಷನ್	ಅಧಿಕಾರಿ

6
 ಸಂಖ್ಯೆ 2534
 11/11/05

[Signature]
 ಅಧ್ಯಕ್ಷ, ಸಿಬಿಇಂಟಿಗ್ರೇಷನ್

ಇದರಲ್ಲಿ ಸೇರಿಸಿದ ವಿವರಗಳಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ 70ನೇ ಅಧಿಕಾರಿಗಳ 2000 ರ 26/04/05, 78 ನೇ ಅಧಿಕಾರಿಗಳ 2000 ರ 26/04/05 ರಲ್ಲಿ 957 ಮತ್ತು 958 ರಲ್ಲಿ ಪ್ರಕಟಿಸಿದ ಸಾರ್ವಜನಿಕ ನೋಟೀಸ್‌ಗಳಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ 16 ದಿನಗಳಲ್ಲಿ ಸಿದ್ಧಪಡಿಸಿದ ಸಂಪನ್ಮೂಲಗಳ ವಿವರಗಳನ್ನು ಅಂತಿಮ 100 ರಲ್ಲಿ ಸಿದ್ಧಪಡಿಸಿದ ವಿವರಗಳನ್ನು ಸಿದ್ಧಪಡಿಸಿ ಸೇರಿಸಲಾಗಿದೆ.

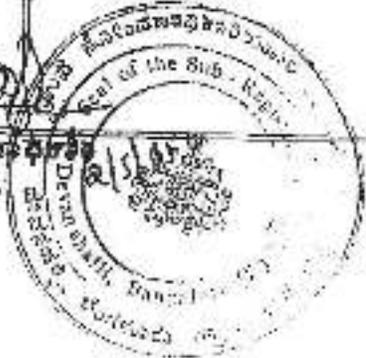
[Signature]
 ಅಧ್ಯಕ್ಷ, ಸಿಬಿಇಂಟಿಗ್ರೇಷನ್



1 ನೇ ಪ್ರಕಟಣೆ ಸಂಖ್ಯೆ
 ಸಂಖ್ಯೆ F.N.H-1-007/9-2005-06-98
 ಸ.ಸಂ. ಸಂಖ್ಯೆ F.N.H-146 ನೇ ಪ್ರಕಟಣೆ
 ದಿನಾಂಕ 02-06-2005 ರಲ್ಲಿ ಸಿದ್ಧಪಡಿಸಲಾಗಿದೆ

[Signature]
 ಅಧ್ಯಕ್ಷ, ಸಿಬಿಇಂಟಿಗ್ರೇಷನ್

Designed and Developed by IITM, AICTE, Pune



7
2023.11.11

"Expansion" means the expansion of the facilities at the Airport from time to time as per the Master Plan;

"Financial Close" means the date upon which the Financing Agreements (save as they relate to the development and construction of the Initial Phase) have been executed and delivered by all the parties thereto and conditions precedent there under shall have been fulfilled to such extent as may be necessary to permit BIAL to have immediate access, subject only to giving the notices of draw down required thereby, to funding required by BIAL;

"Financing Agreements" means any of (i) BIAL's agreements with Lenders for making available to BIAL of Debt and (ii) the security documents, direct agreements and other ancillary undertakings in favour of Lenders required pursuant to the agreements referred to in (i) above. The term Financing Agreements shall not include the State Support Agreement, or any other agreement by or under which CoK agrees to advance the financial support to BIAL;

"Hazardous Materials" means any natural or artificial substance, whether in a solid, semi-solid, liquid, gaseous or vaporous form, which alone or in combination with other substances is capable of causing harm to health or safety or the Environment or a nuisance to any person including without limitation waste;

"Initial Phase" shall have the same meaning as in the State Support Agreement;

"Lease" refers to the lease / sub lease granted under Clause 3.1;

"Lease Rent" shall have the meaning assigned to it in Clause 3.1;

"Lenders" means the banks, financial institutions, NBFC and similar bodies to whom debt is owed under the Financing Agreements for financing (which shall for these purposes include any refinancing) the Initial Phase, and any Expansion;

"Master Plan" shall have the meaning given to it in the State Support Agreement;

"Outgoings" shall mean all property taxes, land revenues, levies, cesses and other payments/dues in respect of the Site;

"Party" shall mean either KSIIDC or BIAL, and "Parties" shall mean KSIIDC and BIAL;

"Private Promoters" means Siemens, Unique Zurich and L&T, and such other party as may from time to time be agreed pursuant to the Shareholder Agreement;

"Project" means the design, financing, construction, completion, commissioning, maintenance, operation, management and development of the Airport;

"Purposes" shall have the meaning assigned in Clause 1;

"SSA Excluded Area" means that portion of the Site containing those Non-Airport Activities not being taken over by GoK pursuant to Clauses 4.1, or 19.4.2 of the State Support Agreement.

"Service Provider Right" means any privilege, right, franchise, lease or other right or sub-right granted by BIAL or by any Service Provider Right Holder pursuant to the Concession Agreement.

"Service Provider Right Holder" means any Person holding from time to time any Service Provider Right.

"Shareholders' Agreement" means the shareholders' agreement dated January 23, 2002 between the Private Promoters, AAI, KSIIDC and BIAL;

"Site" shall have the meaning assigned to it in Clause 2.1;

"State Support Agreement" means the agreement entered into on January 20, 2005 between GoK and BIAL; and

"Term" shall have the meaning assigned to it in Clause 3.

1.2 Definitions in Concession Agreement.

Words and expressions used in this Deed (in capitalised letters or the first letter in capital letter) and not defined herein, but defined in the Concession Agreement shall have, where the context so permits, the meanings assigned to them in the Concession Agreement.

1.3 Interpretation.

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

- (a) Any reference to an Act or any Section of, or Schedule to, or other provision of, an Act shall be construed, at the particular time, as including a reference to any modification, extension or re-enactment thereof then in force and to all instruments, orders or regulations then in force and made under or deriving validity from the relevant Act or provision;
- (b) A reference to a "law" includes common law, the Constitution of India and any decree, judgment, legislation, direction, order, ordinance, regulation, by-law statute, notification, circular, guideline, rule, statutory instrument or other legislative measure, with which BIAL is required to comply by law (and "lawful" and "unlawful" shall be construed accordingly);
- (c) References in the singular shall include references to the plural and vice versa;

- (d) A reference to a "day" means a calendar day and a reference to a "year" means a calendar year.
- (e) References to a particular Clause, paragraph, sub-paragraph or Schedule shall, except where the context otherwise requires, be a reference to that Clause, paragraph, sub-paragraph or Schedule in or to this Deed.
- (f) The headings are inserted for convenience and are to be ignored for the purposes of construction.
- (g) Terms defined in the Schedules hereto shall have the meanings ascribed therein in the Schedules when used elsewhere in this Deed.
- (h) The Schedules to this Deed form part of this Deed and will be of full force and effect as though they were expressly set out in the body of this Deed.
- (i) Any reference to any agreement, deed, instrument, licence, code or other document of any description shall be construed, at the particular time, as a reference to that agreement, deed, instrument, licence, code or other document as the same may then have been amended, varied, supplemented, modified, suspended or revoked.
- (j) The words "written" and "in writing" includes a facsimile transmission and any means of reproducing works in a tangible and permanently visible form.
- (k) The words "include" and "including" are to be construed without limitation.
- (l) In case of any ambiguity or discrepancy between the Clauses and the Schedules, the Clauses shall prevail; and
- (m) Any reference to a person or entity shall include such person's and such entity's successors and permitted assigns, and shall include all natural persons, corporations, companies, limited liability companies, partnerships and other legal entities.

2. GRANT OF LEASE AND POSSESSION.

- 2.1. Subject to the provisions of this Deed, KSUIDC hereby grants on lease / sub lease to BIAL, and BIAL accepts the lease / sub lease from KSUIDC, free from Encumbrances and / or encroachments, of all that piece and parcel of land measuring Three Thousand Eight Hundred and Eighty Four (3884) Acres and Twenty Five (25) Guntas and situated south of Devanahalli and more particularly described and identified (including the survey / katta numbers thereof) in Schedule A hereto ("Site") together with all and singular rights, liberties, privileges, easements, benefits, rights of way, paths, passages whatsoever in or appurtenant to the Site or any part thereof, and to hold, possess, use and enjoy the Site and/or any part thereof, in accordance with the provisions of this Deed.

22 BIAL confirms that it has been put in physical vacant possession of the Site on the date of execution of this Deed.

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23 KSHDC is in the process of acquiring certain additional land for the purposes of the Project. Consequently upon such acquisition, KSHDC agrees to grant on lease/sub lease and deliver vacant possession to BIAL within twelve (12) months from the date of execution hereof and BIAL agrees to accept the lease / sub lease from KSHDC, free from Encumbrances and / or encroachments, additional land measuring about One Hundred and Thirty Three (133) Acres and Sixteen (16) Gunas and situated south of Devanahalli, an indicative description of which is provided in Schedule B hereto ("Additional Land").

24 Upon delivery of vacant possession of the Additional Land on lease/sub lease to BIAL in accordance with Clause 2.3, the Parties agree to amend the Land Lease Deed to provide for the inclusion of the Additional Land on the same terms and conditions to those mentioned herein. Upon such amendment of the Land Lease Deed providing for inclusion of the Additional Land, the definition of "Site" herein shall mean and include the Additional Land also.

3. TERM & TERMINATION.

3.1 Unless this Deed is terminated prematurely in accordance with the provisions hereof, this Deed shall have a term, which will be concurrent with the term of the Concession Agreement (the "Term"). Accordingly, upon the full term expiration of the Concession Agreement (including any renewed term there under), this Deed shall terminate automatically.

3.2 This Deed may be terminated earlier by mutual agreement between the Parties in writing.

3.3 This Deed may be terminated forthwith by KSHDC in the event BIAL receives insurance monies in accordance with Clause 8.6 of the State Support Agreement, subject to the rights of the Lenders and GoK as co-insured, but chooses not to apply such proceeds towards the repairing, rebuilding or reconstruction of the Airport.

3.4 In the event that the Airport is transferred to GoK in accordance with the provisions of Clause 19.4 of the State Support Agreement, then upon such transfer, BIAL shall be deemed to have surrendered the Site (with the exception of the SSA Excluded Area) and this Deed shall terminate with respect to the surrendered part and KSHDC shall be at full liberty to deal therewith in the manner it chooses. With regard to the SSA Excluded Area, KSHDC and BIAL will meet to settle the commercial terms for the continuance of the lease in respect of the SSA Excluded Area and KSHDC shall ensure that BIAL has the rights of access necessary for access to the SSA Excluded Area. While settling the commercial terms so as to enable the continuance of the Lease in respect of the SSA Excluded Area, the Parties shall bear in mind the then prevailing policies/guidelines of GoK that are applicable for similar activities as are being undertaken on the SSA Excluded Area. Upon the determination of the commercial terms, BIAL shall pay to KSHDC say Least Rent monies for the SSA Excluded

Area, calculated from the date of surrender of the Site. Until the determination of the commercial terms, BIAL shall pay the Lease Rent for the SSA Excluded Area in accordance with the policies/guidelines of GoK prevailing at that point of time with respect to that particular activity, and such payment of Lease Rent shall be at a rate not less than that mandated by the policy/guideline of GoK prevailing at that point of time with respect to that particular activity. If the Parties do not reach an agreement on the commercial terms within a period of one (1) year of the surrender of the Site, then the matter shall be referred for determination of an Independent Expert mutually agreed between the Parties. The determination of the Independent Expert shall be final and binding on the Parties.

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3.5 In the event that the Airport is transferred to GoI in accordance with the provisions of Article 13.5 of the Concession Agreement, then upon such transfer, BIAL shall be deemed to have surrendered the Site (with the exception of the CA Excluded Area) and this Deed shall terminate with respect to the surrendered part and KSHDC shall be at full liberty to deal therewith in the manner it chooses. With respect to the CA Excluded Area, KSHDC and BIAL will meet to settle the commercial terms for the continuance of the lease in respect of the CA Excluded Area and KSHDC shall ensure that BIAL has the rights of access necessary for access to the CA Excluded Area. While settling the commercial terms so as to enable the continuance of the Lease in respect of the CA Excluded Area, the Parties shall bear in mind the then prevailing policies/guidelines of GoK that are applicable for similar activities as are being undertaken on the CA Excluded Area. Upon the determination of the commercial terms, BIAL shall pay to KSHDC any Lease Rent accrued for the CA Excluded Area, calculated from the date of surrender of the Site. Until the determination of the commercial terms, BIAL shall pay the Lease Rent for the CA Excluded Area in accordance with the policies/guidelines of GoK prevailing at that point of time with respect to that particular activity, and such payment of Lease Rent shall be at a rate not less than that mandated by the policy/guideline of GoK prevailing at that point of time with respect to that particular activity. If the Parties do not reach an agreement on the commercial terms within a period of one (1) year of the surrender of the Site, then the matter shall be referred for determination of an Independent Expert mutually agreed between the Parties. The determination of the Independent Expert shall be final and binding on the Parties.

3.6 Notwithstanding what is contained herein, in the event any portion of the Site is required to be surrendered by BIAL to KSHDC under Clause 15 of the State Support Agreement, BIAL shall forthwith surrender the same to KSHDC, without limitations, and this Deed shall terminate with respect to the surrendered part of the Site and KSHDC shall be at full liberty to deal therewith in the manner it chooses. With respect to the remaining portion of the Site in BIAL's possession:

- (a) from the date of such surrender, BIAL shall pay the Lease Rent only for that portion of the Site that continues to remain in its possession, on a pro-rated basis; and
- (b) KSHDC shall ensure that BIAL has the rights of access necessary for access to such portion; and
- (c) this Deed shall continue on the same terms and conditions.

37. In the event of termination of this Deed, or similar to the provisions of Clause 3.2 or 3.3, BLAL shall hand over possession of the Site to KSHDC, without any Encumbrances immediately upon such termination.

4. USE OF THE SITE.

4.1 KSHDC hereby grants permission and consent to BLAL to use the Site, and BLAL agrees to use the Site in accordance with the Master plan, for the carrying out of the Activities and the following:

- (a) Implementing the Project;
- (b) Developing, constructing, building, owning, operating, and maintaining the Airport;
- (c) Designing, building, owning, operating and maintaining the roads, services and facilities required for operating and maintaining the Airport;
- (d) Designing, building, owning, operating, maintaining and using office, management, administration facilities including all infrastructure required for such facilities and canteen facilities;
- (e) Implementation of plans for expansion, modernisation or renovation of the Airport or utilities and services facilities;
- (f) Extraction of ground water and harvesting of rainwater for BLAL's requirements;
- (g) Developing a greenbelt on the Site as specified in the Master plan; and
- (h) Developing and landscaping the Site, (the "Purposes")

4.2. BLAL may, with the approval of KSHDC (such approval not to be unreasonably withheld), in addition to the above Purposes, utilise the Site for any other purposes, which in its opinion is (i) conducive or incidental to implementation of the Project, and/or (ii) conducive or incidental to operation and management of the Airport; and/or (iii) enhance the passenger/cargo traffic at the Airport; and/or (iv) improve the commercial viability of the Project; and / or (v) facilitates substantive further investment in or around the Airport.

4.3. BLAL may grant sub-leases or licences to Service Provider Right Holders for carrying out the Activities and shall furnish KSHDC with a list of such Service Provider Right Holders every year.

5. LEASE RENT.

5.1. In consideration of KSHDC leasing the Site to BLAL and granting the rights, privileges and benefits set forth in this Deed, BLAL shall pay, subject to Clause 5.3, to KSHDC lease rent as described in Schedule C attached hereto ("Lease Rent").

5.2. The Lease Rent shall be payable in advance at the beginning of each year and must be paid within sixty (60) days of the beginning of each year, with the Lease Rent being pro-rated for part of a year.

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 5.3 The Lease Rent shall be paid after deducting there from only income tax deductible or source, if applicable and the net amount shall be paid to KSHDC.
- 5.4 BIAL shall pay the Lease Rent into such account as designated by KSHDC from time to time.
- 5.5 If the Lessee fails to pay the Lease Rent as aforesaid, the Lessee shall be liable to pay interest at a rate of two (2) percentage points above the State Bank of India Prime Lending Rate from the date on which such Lease Rent becomes due and payable. Non payment of the Lease Rent for two (2) consecutive years shall be deemed to be a material breach of this Deed for the purposes of Clause 5.1.

6. KSHDC'S OBLIGATIONS AND COVENANTS.

6.1 Possession, use and enjoyment.

KSHDC agrees, undertakes and warrants that subject to the terms hereof, BIAL shall be entitled, to possess, hold, use and enjoy the Site and every part thereof during the Term of the Lease, without any interruptions by KSHDC. KSHDC shall have no obligation to provide BIAL, any land in addition to the Site and the Additional Land.

6.2 Development and Use.

KSHDC agrees and covenants with BIAL that BIAL shall have the right and shall be entitled to develop and use the Site for the Purposes in the manner as BIAL considers appropriate, subject to compliance with the Master Plan and obtaining the necessary regulatory approvals.

6.3 Outgoings.

KSHDC shall pay and discharge all Outgoings relating to the period up to and including the commencement of the Term.

6.4 Consents.

Should BIAL require any consents or no objections of KSHDC in obtaining power, water, telephone and communication and such other facilities that BIAL may require, to use and enjoy the Site effectively for the Purposes, KSHDC shall provide the same within reasonable time.

6.5 Encumbrances.

KSHDC agrees and covenants with BIAL that KSHDC shall not create any Encumbrances on the Site or otherwise part with or abrogate any of its rights, title or interest in or to the Site except as provided in Clause 6.6 hereof.

6.6 Sale, transfer or disposal of the Site.

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- (a) KSHDC may sell, transfer or otherwise dispose of the Site to the Government of Karnataka or any other entity owned or controlled by the Government of Karnataka
- (b) KSHDC's rights, title and interest in the Site may be transferred to any entity in which KSHDC merges or amalgamates or any other entity, which is a successor or assignee of KSHDC as a direct result of a restructuring or a reorganization under law.
- (c) KSHDC may, with the prior written consent of BIAL, which consent shall not be unreasonably withheld, and to the extent that Debt remains outstanding under the Financing Agreements with the prior written consent of the Lenders, transfer its right, title and interest, in the Site to a third party. Provided always that such consent shall be required if the said transfer or other disposal is in accordance with Clause 6.6 (a) or (b) and BIAL shall not be liable to pay any stamp duty or registration charges in respect of such a sale, transfer or disposal.
- (d) Any sale, transfer or other disposal of the Site or any part thereof as provided in this Clause 6.6 shall always be subject to the leasehold rights of BIAL set out in this Deed and KSHDC shall ensure that simultaneously with the sale, transfer or other disposal of the Site or any part thereof, the transferee thereof shall acknowledge the leasehold rights of BIAL therein and shall execute an agreement on identical terms and conditions to this Deed.

7. BIAL'S OBLIGATIONS AND COVENANTS.

7.1 Use of Site

BIAL shall use the Site for the Purposes in accordance with the Master plan and shall ensure that any Service Provider Right Holder uses the Site only for the Activities and in accordance with the Master plan.

7.2 Lease Rent

BIAL shall regularly pay the Lease Rent assessed herein and shall observe and fulfil each of its obligations and covenants set forth herein.

7.3 Third Party Indemnity

BIAL shall indemnify KSHDC in respect of any applicable charges, deposits and other monies levied by third parties for and in relation to the provision by such third parties to BIAL of water, electricity and telephone and communication facilities.

7.4 Maintenance

BIAL KSHDC

BIAL shall (i) keep and maintain the Site and the buildings and structures thereon in good and habitable condition at all times and (ii) shall ensure that the Site will be free from encroachments at all times and to the extent that there occur any encroachments on the Site, shall use its reasonable endeavours to remove such encroachments from the Site, as soon as practicable.

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7.5 Regulatory Approvals

- (a) BIAL shall undertake any construction of buildings and / or structures on the Site only after obtaining all regulatory approvals and permissions necessary therefor. BIAL will comply with the conditions of such regulatory approvals and permissions.
- (b) Should any Service Provider Right Holder desire to put up any buildings / structures on the Site, BIAL will in the contractual arrangements with the Service Provider Right Holder (i) ensure that such Service Provider Right Holder will commit to obtain and comply with the regulatory approvals and permissions necessary for construction of buildings and structures required by them, and (ii) include the right to terminate those arrangements in the case of continued breach of such regulatory approvals and/or permissions. Should such Service Provider Right Holder be in breach of any such regulatory approvals and/or permissions, to the extent that BIAL is aware of such breach, it shall use its reasonable endeavours to ensure compliance with such regulatory approvals / permissions.

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7.6 Inspection by KSHDC & Site Audit

- (a) BIAL hereby authorises KSHDC and its authorized agents the right to enter upon and inspect the Site at all reasonable hours on any working day after providing forty eight (48) hours notice in writing to BIAL. At the end of every year, BIAL acting through a committee established for such purpose by the Board shall, at its cost, conduct an audit of the Site and submit to KSHDC a report prepared by such committee furnishing details on the use and occupancy of the Site.
- (b) BIAL shall notify KSHDC of any material breach by BIAL of any regulatory approvals required in relation to the Site.

7.7 Stamp Duty & Registration Charges

Subject to the exemptions / waivers granted by Govt (for the avoidance of doubt, the relevant Government Orders are attached hereto as Schedules D and D-1), all other stamp duties and registration charges payable in respect of the lease contemplated herein shall be to the account of and borne by BIAL.

7.8 No Encumbrance

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BIAL undertakes not to create any Encumbrances on the Site, except as permitted in this Deed, the Commission Agreement, the State Support Agreement, the CNS/ATM Agreement, the Financing Agreements or as may be required by the terms of any regulatory approval or permission or pursuant to any law.

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7.9 Compliance with Environmental Law.

BIAL shall obtain or cause to be obtained all clearances, permits and consents under any applicable Environmental Law that it requires to enable it to carry out the purposes and BIAT shall comply with the conditions of such clearances, permits and consents.

(b) BIAT will in the contractual arrangements with Service Provider Right Holders (i) ensure that such Service Provider Right Holder prevent or obtain and comply with all clearances, permits and consents required by them under any applicable Environmental Law to enable them to carry out the Activities, and (ii) include the right to terminate those arrangements in the case of material breach of such clearances, permits and consents. Should such Service Provider Right Holder be in breach of any such clearances, permits and consents, to the extent that BIAT is aware of such breach it shall use its reasonable endeavours to ensure compliance with such clearances, permits and consents.

7.10 Ongoing during the Term of the Lease

BIAT shall pay and discharge all Outgoings for the Term of the Lease.

8. TERMINATION

8.1 Any material breach of this Deed by BIAT will be deemed a 'BIAT Default Event' under the State Support Agreement and will be dealt with accordingly as per the terms of the State Support Agreement.

8.2 Any material breach of this Deed by KSHDC will be deemed a 'KSHDC Default Event' under the State Support Agreement and will be dealt with accordingly as per the terms of the State Support Agreement.

9. REPRESENTATIONS AND WARRANTIES OF KSHDC

KSHDC hereby represents and warrants to BIAT as follows:

- (a) KSHDC is duly incorporated and validly existing under the laws of India;
- (b) KSHDC has full power to carry on its business and to enter into, legally bind itself by, and perform its obligations under, this Deed;
- (c) This Deed has been duly authorised, executed, and delivered by KSHDC after fulfilling all legal formalities and constitutes its legal, valid and binding obligations;

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- (d) All actions, conditions and things required by the laws of India and Karnataka fulfilled and done in order to enable KSHDC lawfully to lease / sub lease the Site in accordance with this Deed have been taken, fulfilled and done.
- (e) The execution, delivery and performance of this Deed does not constitute a violation of (i) any statute, judgement, order, decree or regulation or rule of any court, governmental authority or arbitrator of competent jurisdiction applicable or relating to KSHDC, its assets or its businesses, and (ii) KSHDC's Memorandum or Articles of Association, charter or other documents or any indenture, contract or agreement to which it is a party or by which it or its property shall be bound.
- (f) There are no outstanding judgments against KSHDC and, to the knowledge of KSHDC, no action, claim, suit or proceeding is pending or threatened against KSHDC before any court, governmental authority or arbitrator of competent jurisdiction that could reasonably be expected to affect the ability of KSHDC to perform its obligations under this Deed.
- (g) KSHDC is not in default under any agreement to which it is party or by which it or its property shall be bound, nor is any material default of any obligation, which could have a material and adverse effect on the ability of KSHDC to perform its obligations under this Deed.
- (h) KSHDC is not aware of the disposal of any effluents and / or Hazardous Materials on the Site and is not aware of any other breach of any Environmental Laws in respect of the Site, and
- (i) The Site hereby agreed to be leased to BIAL is free from all Encroachments and encroachments, is vacant and is in possession of KSHDC. BIAL will have quiet and peaceful possession of the Site during the Term of the Lease, from the Site Delivery Date.

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10. REPRESENTATIONS AND WARRANTIES OF BIAL

BIAL hereby represents and warrants to KSHDC as follows:

- (a) BIAL is duly incorporated and validly existing under the laws of India;
- (b) BIAL has full power to carry on its business and to enter into, legally bind itself by, and perform its obligations under, this Deed;
- (c) This Deed has been duly authorized, executed, and delivered by BIAL after fulfilling all legal formalities and constitutes its legal, valid and binding obligation;
- (d) The execution, delivery, and performance of this Deed, does not constitute a violation of (i) any statute, judgement, order, decree or regulation or rule of any court, governmental authority or arbitrator of competent jurisdiction applicable or relating to BIAL, its assets or

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its businesses, and (ii) BIAL's Memorandum or Articles of Association or other documents or any instrument, contract or agreement to which it is a party or by which it or its property shall be bound;

(c) There are no outstanding judgments against BIAL, or its shareholders, and, to the knowledge of BIAL, no action, claim, suit or proceeding is pending or threatened against BIAL, or its shareholders before any court, governmental authority or arbitrator of competent jurisdiction that could reasonably be expected to affect the ability of BIAL to perform its obligations under this Deed; and

(d) BIAL is not in default under any agreement to which it is party nor by which it or its property shall be bound, nor is any material default of any obligation, which could have a material and adverse effect on the ability of BIAL to perform its obligations under this Deed.

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II. INDEMNITIES AND LIMITATION OF LIABILITY.

11.1 Definitions

In the Clause 11:

(a) "Affiliate" means a 100% subsidiary or a company having 100% control, in relation to any Party. For this purpose, "control" means the ability to control the composition of the Board and to exercise all voting rights attached to shares of such affiliate at any general meeting.

(b) "Liability" means losses, damages, claims, judgments and expenses, including costs of investigation, remediation and litigation or some other form of dispute resolution; and

(c) "Representative" means

- (i) any employee, agent or consultant of a Party or of an Affiliate of a Party;
- (ii) a third party contractor of a Party; or
- (iii) an Affiliate of a Party.

For the avoidance of doubt, the term 'Representative' shall not include any Service Provider Right Holder (as defined in the State Support Agreement).

11.2 KSHDC shall fully indemnify, defend and hold harmless BIAL and its Affiliates, and their respective directors, employees and agents from and against any Liability, which may be incurred or suffered by any such person and which may arise out of or as a result from any of the following causes:

(a) any breach by KSHDC of any of its obligations, covenants, agreements, representations or warranties set forth in this Deed; and

(d) any loss of property, damage to property, personal injury or death occasioned or suffered by any person, to the extent that the damage to or loss of property or the personal injury or death is caused willfully or negligently by KSHDC or its Representatives.

11.3 BIAL shall fully indemnify, defend and hold harmless KSHDC and its Affiliates, and their respective directors, employees and agents from and against any Liability, which may be incurred or suffered by KSHDC and which may arise out of or as a result from any of the following causes:

- (a) any breach by BIAL of any of its obligations, covenants, agreements, representations or warranties set forth in this Deed;
- (b) any Environmental Liability which has arisen due to an act or omission of BIAL, whether directly or indirectly, and not otherwise indemnified under Clause 11.3(a); and
- (c) any loss of property, damage to property, personal injury or death occasioned to or suffered by any person, to the extent that the damage to or loss of property or the personal injury or death is caused willfully or negligently by BIAL or its Representatives.

11.5 Limitation of Liability

In no event shall any party, its officers, employees or agents be liable to the other party (on the basis of breach of contract, indemnity, warranty or tort, including negligence and strict or absolute liability, or breach of statutory duty or otherwise) for any matter arising out of or in connection with this Deed in respect of any Consequential Loss suffered by the other party. Each party undertakes not to sue the other party, its officers, employees, agents or sub-contractors in respect of such Consequential Loss.

12. ASSIGNMENT

Neither Party shall, without the other Party's prior written consent, transfer, assign or grant any form of security over any of their obligations or rights under this Deed provided:

- (a) BIAL may without KSHDC's prior consent create any mortgage or charge over the Site in favour of the Lenders or any agent or trustee acting on their behalf or assign this Deed to the Lender by way of security;
- (b) BIAL may, with thirty (30) days prior notice to KSHDC, assign this Deed to God under the Concession Agreement; and
- (c) Any Service Provider Right Holder granted an interest in the Site by BIAL pursuant to the terms of this Deed may without KSHDC's prior consent create any mortgage

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or charge over such interest in favour of any financial institutions providing funds to such Service Provider Right Holder in respect of their activities at the Site.

Save as provided above any purported transfer, assignment or security interest granted without the other Party's consent shall not be effective and shall be a breach of this Deed. Subject to the foregoing, this Deed shall be binding upon and inure to the benefit of all permitted successors-in-interest and assigns of KSI IDC and BIAL.

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REMOVAL OF DIFFICULTIES

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project, operation of the Airport and the transactions envisaged under this Deed. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

14. DISPUTE RESOLUTION

14.1 Negotiation and Conciliation

The Parties shall use their respective reasonable endeavors to settle any dispute, difference, claim, question or controversy between the Parties arising out of, in connection with or in relation to this Deed ("Dispute") amicably between themselves through negotiation.

14.2 Reference to Arbitrator

Any Dispute which the Parties are unable to resolve pursuant to Clause 14.1 within sixty (60) 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 in accordance with the Indian Arbitration and Conciliation Act 1996 and in accordance with the UNCITRAL Rules ("Rules") by three arbitrators appointed in accordance with the Rules.

14.3 Miscellaneous

The venue of arbitration shall be Bangalore. Each Party shall pay the expenses of the arbitration in accordance with the Rules 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.

14.4 Decision/Award

Any decision or award of an arbitral tribunal appointed pursuant to this Clause 14 shall be final and binding upon the Parties. The Parties waive any rights to appeal or any review of such award by any court or tribunal of competent jurisdiction insofar as such waiver can

validly be made. The Parties expressly submit to the jurisdiction of any such court for the purposes of enforcement of any arbitration award.

15. GOVERNING LAW

This Deed is governed by and shall be construed in accordance with the laws of the Republic of India.

16. GENERAL PROVISIONS.

16.1 Entire Agreement

This Deed together with the Schedules and other agreements referred to herein constitute the entire agreement of the Parties with respect to the subject matter and the transaction envisaged in this Deed and supersedes all previous agreements, understandings, correspondence and documents relating to the subject matter and the transaction envisaged herein.

16.2 Waiver

Neither Party shall be deemed to have waived any right under this Deed, unless such Party shall have delivered to the other Party a written waiver signed by an authorized officer of such waiving Party. No delay or omission in the exercise of any power or remedy shall be construed to be a waiver of any default or nonperformance hereon.

16.3 Invalidity

If any provision(s) of this Deed are declared to be invalid, unenforceable or illegal by a competent judicial tribunal or court, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provision(s) of this Deed which shall continue in full force and effect.

16.4 Amendments

(a) No amendments, supplements, modifications or waivers of this Deed or the terms or provisions hereof shall be valid unless evidenced in writing and signed by duly authorized representatives of both Parties.

(b) The Parties recognize that:

(i) pursuant to any decisions taken under Clause 15 of the Share Subscription Agreement by the parties hereto; and

(ii) in the event of any other amendments made to the Share Subscription Agreement that affect the use of the Site, whether directly or indirectly;

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Land Lease Deed

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if any portion of the Site is to be returned to KSHDC, such portion of the Site shall automatically revert back to KSHDC and this Deed may need to be amended and hereby agree to take all necessary actions hereunder to implement the same.

16.5 Specific Performance

In the event of default or breach in performance of obligations by any Party, the Party not in default or breach shall be entitled, without prejudice to its other rights and remedies, to seek and enforce specific performance of this Deed.

16.6 Counterparts

This Deed shall be executed by the parties in two (2) counterparts by the Parties and each fully executed counterpart shall be deemed an original.

16.7 Expenses

Each Party shall pay its own costs and expenses (including, without limitation, the fees and expenses of its agents, authorized representatives, advisers, counsel and accountants) necessary for the negotiation, preparation, execution, delivery, performance of, and compliance with, this Deed.

16.8 Notices

- (a) All notices, demands or other communications required to be given or made hereunder shall be in English language, in writing and delivered personally or sent by prepaid registered post or facsimile transmission addressed to the intended recipient thereof at its address or facsimile number given below or to such address or facsimile number as any Party may from time to time notify to the other Party.

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To care of KISHDC to

- Kishor Bhawan, East Wing, Fourth Floor, 449, Race Course Road, Bangalore 560 001 India
- Fax # (+91-80) 2725 5740
- Attention: Managing Director

To care of ICAIL to

- Bangalore International Airport, Ground Floor, Road, Bangalore 560 001 India
- Fax # (+91) 80 2681294
- Attention: Chief Executive Officer

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(g) Notices shall be effective when received by the intended recipient. Any such notice, demand or communication shall be deemed to have been duly served if given or made by facsimile transmission, immediately on receipt of the successful transmission report by the sender, or if given personally, on delivery thereof to the address of the recipient, or if given by registered post, 3 (three) days after posting the same by registered post.

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(c) Either Party may change any of the details set out in this Clause 16.8 by giving notice of the change to the other Party.

IN WITNESS WHEREOF the Parties hereto have signed this Deed on the date and year first

24
25/04/05

Signed for and on behalf of
Karnataka State Industrial Investment
and Development Corporation Limited
by its duly authorised representative
in the presence of:

A. H. Choudhary
Signature of witness
25/04/05

R. H. Choudhary
E.D. KSHIDC
Name and address of witness

Signed for and on behalf of
Bangalore International Airport Limited
by its duly authorised representatives
in the presence of:

A. Brunner
Signature of witness
30/4/05

T. S. DAKSHINAMURTHY
Name and address of witness

25/04/05
25/04/05

I. M. Vittala Murthy
Signature of authorised representative
25/04/05

I. M. VITTALA MURTHY
Name of authorised representative
MANAGING DIRECTOR
Karnataka State Industrial
Investment & Development Corporation
Ltd

A. Brunner
Signature of authorised representative
A. Brunner 30.4.05

(1) Chief Executive Officer
Bangalore International Airport Ltd
Name of authorised representative

(2)
Name of authorised representative

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25
 25/11/11
 2011

SCHEDULE - A

Part B: Position of Sites owned by KSIIDC

1. Sites transferred to KSIIDC by KSIADB through Sale Deed dated 8-10-2010

All these plots and parcels of lands measuring 21.21 Acres 36 1/2 Guntas comprised in the villages
 Unasagar, Doddasanne, Yathigerahalli, Anveshwara, Ammaswara, Goggaiahallali,
 Bellur of Haveribala Taluk, Bangalore Rural District and Chickballahalli, Melkotehalli and
 Begur of Haveribala Taluk (Additional), Bangalore District of Karnataka State, as per details below.

Sl. No.	Sy. No.	Datta		Sl. No.	Sy. No.	Datta	
		Acres	Guntas			Acres	Guntas
Village: HIRAYAGIRI							
1	1	2	16	16	63	2	0
2	6	3	0	17	66	6	0
3	7	2	25	18	25	2	0
4	8	5	17	19	26	3	5
5	9	4	32	20	81	0	22
6	10	3	31	21	58	1	23
7	11	4	10	22	75	4	0
8	12	4	10	23	21(P)	1	24
9	12	4	26	24	55(P)	11	3
10	14	5	7		Total	81	19
11	5	4	0				
12	15	4	3				
13	17	4	27				
14	18	6	6				
15	19	4	25	1	120	26	7
16	20(P)	4	3	2	121	5	20
17	21(P)	1	3	3	122	1	14
18	41(P)	2	5	4	126	3	30
19	42	4	2	5	127	8	5
20	52(P)	1	3	6	128	4	3
	Total	53	22	7	129	4	3
				8	130	4	3
				9	131	4	0
	Total	188	5	11	137	2	23
Village: DODDASANNE							
	78	188	5	10	135	4	0
	Total	188	5	11	137	2	23
Village: YATHIGERAHALLI							
1	3	5	11	11	117	0	5
2	51	1	0	14	114	1	25
3	53	0	0	13	115	3	1
4	17(P)	0	21	15	116	3	0
5	17	4	23	17	117	5	0
6	15	3	21	18	118	4	0
7	120	3	4	19	118	2	1
8	192	3	0	20	147	0	2
9	192	3	0	21	147	3	3
10	101	2	1	22	190	0	15
11	402	2	5	23	191	0	25
12	403	2	12	24	190	4	19
13	60	4	0	25	21	0	19
14	61	4	0	26	107	2	12
15	62	4	0	27	108	3	12

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Sl.No	Sy.No	Extent		Sl.No.	Sy.No.	Extent	
		Acres	Cents			Acres	Cents
54	1	5	29				
55	12	5	7	103	561	2	12
56	33	4	0	104	562	2	10
57	140	0	36	105	57	2	14
58	140	1	0	106	580	2	11
59	140	1	24	107	580	2	33
60	140	1	22	108	591	0	34
61	551	1	21	109	592	4	5
62	150	0	30	110	600	0	10
63	160		12	111	602	1	26
64	160	5	24	112	603	0	2
65	37	2	18	113	604	2	5
66	281	5	10	114	611	0	10
67	357	2	0	115	612	2	5
68	357	2	1	116	620	0	9
69	352	1	2	117	632	0	12
70	351	2	12	118	630	0	4
71	284	1	2	119	630	0	4
72	601	0	26	120	64		3
73	602	1	0	121	65	7	21
74	411	2	4	122	661	1	15
75	412		22	123	662	0	15
76	411	1	25	124	67	0	22
77	410	1	12	125	68	2	5
78	150	1	5	126	69	4	11
79	601	1	1	127	70	0	14
80	561	1	32	128	71	4	20
81	550	1	12	129	72	1	2
82	34	1	2	130	73	0	33
83	451	2	2	131	74	0	28
84	452		22	132	75	0	29
85	453	1	24	133	764	2	14
86	454	1	5	134	765		22
87	455	5	2	135	771	1	6
88	456	1	11	136	772	1	5
89	457	2	8	137	773	2	14
90	150	1	1	138	781	1	10
91	150	2	2	139	802	1	7
92	150	0	28	140	801	1	11
93	50	1	31	141	784	0	23
94	51	1	31	142	79	7	8
95	570		25	42	801	4	16
96	521	1	2	144	802	1	23
97	220	1	9	145	81	7	5
98	53	1	6	146	821	1	10
99	50	0	39	147	832	0	5
100	551	0	10	48	871	3	9
101	150	0	20	149	832	0	17
102	150	0	1	150	84	2	10

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 2008 23/01/01

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151	81	4	75	148	1193	2	14
152	86	2	9	144	1205	2	17
153	881	2	3	107	1202	1	7
154	882	7	12	201	1211	1	20
155	884	2	2	202	1212	1	13
156	885	2	13	203	1213	1	25
157	886	1	3	204	1214	0	20
158	887	5	25	205	122	1	25
159	888	2	3	206	122	1	17
160	889	2	6	207	124	12	0
161	89	2	15	208	125	4	0
162	84	2	11	209	125	4	0
163	85	4	3	210	127	2	7
164	86	2	35	211	128	1	0
165	87	2	7	212	129	0	20
166	88	0	24	213	129	2	20
167	89	2	13	214	131	1	0
168	90	0	1	215	132	1	0
169	91	1	12	216	133	2	0
170	102	2	0	217	134	1	15
171	103	1	11	218	135	2	20
172	104	1	1	219	136	4	0
173	105	1	15	220	137	4	0
174	106	1	23	221	138	4	1
175	107	1	2	222	139	2	7
176	108	0	18	223	140	2	21
177	109	0	23	224	141	4	0
178	110	0	10	225	142	2	0
179	1101	0	13	226	143	2	0
180	1102	0	21	227	145	2	0
181	111	0	20	228	146	3	0
182	112	1	13	229	147	2	0
183	1121	0	19	230	148	0	0
184	1122	0	19	231	149	1	0
185	1123	0	19	232	151	1	1
186	1124	4	7	233	152	2	0
187	1141	0	0	234	153	1	0
188	1142	0	4	235	154	4	0
189	1151	1	5	236	157	4	0
190	1152	2	0	237	158	4	0
191	1153	0	21	238	161	4	0
192	1154	0	19	239	165	3	1
193	116	7	23	240	168	4	0
194	117	3	3	241	167	4	0
195	118	3	38	242	170	4	1
196	1191	1	0	243	172	2	1
197	1192	1	23	244	173	4	0

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Sl. No.	S. No.	Factor		Sl. No.	S. No.	Factor	
		Area	Quantity			Area	Quantity
214	154	1	0	27	67	0	0
215	173	4	0	24	72	0	0
216	177	2	0	25	83	0	0
217	238	2	0	26	76	0	0
218	129	2	0	27	8	4	0
219	181	2	0	28	10	8	0
220	181	2	0	29	1121	2	0
221	195	4	0	30	102	2	0
222	183	4	0	31	1505	1	0
223	186	4	0	32	1200	2	0
224	184	2	0	33	1500	4	0
225	88	1	0	34	1000	1	0
226	107	2	0	35	1300	1	0
227	188	2	0	36	1200	1	0
228	183	4	0	37	1200	1	0
229	190	2	0	38	1200	1	0
230	191	2	0	39	101	4	0
231	192	2	0	40	102	1	0
232	193	2	0	41	9	2	0
233	194	2	0	42	21	2	0
234	195	11	0	43	221	0	0
Total		730	0	44	220	1	0
Subtotal			0	45	220	1	0
Subtotal			0	46	220	1	0
Subtotal			0	47	220	1	0
Subtotal			0	48	220	1	0
Subtotal			0	49	220	1	0
Subtotal			0	50	240	1	0
Subtotal			0	51	240	1	0
Subtotal			0	52	240	1	0
Subtotal			0	53	240	1	0
Subtotal			0	54	240	1	0
Subtotal			0	55	240	1	0
Subtotal			0	56	240	1	0
Subtotal			0	57	240	1	0
Subtotal			0	58	240	1	0
Subtotal			0	59	240	1	0
Subtotal			0	60	240	1	0
Subtotal			0	61	240	1	0
Subtotal			0	62	240	1	0
Subtotal			0	63	240	1	0
Subtotal			0	64	240	1	0
Subtotal			0	65	240	1	0
Subtotal			0	66	240	1	0
Subtotal			0	67	240	1	0
Subtotal			0	68	240	1	0

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Sl No	Sub No	Days		Sl No	Sy No	Days	
		Actual	Contract			Actual	Contract
161	77	2	0	32	3920	0	20
162	78	2	0	35	35	0	34
163	79	1	0	32	387	0	30
164	80	2	0	28	3515	1	26
165	81	1	0	35	35201	1	23
166	82	1	0	36	35182	0	24
167	83	1	0	41	34311	0	30
Total		210	0	41	34311	0	30
Village		BEITANOTE		47	457	1	12
				51	402	1	18
				54	401	1	21
				43	421	1	14
				46	311	0	20
1	242	0	24	41	11	0	22
2	25P	1	22	48	1-9	0	20
3	230	1	9	49	417	0	23
4	222	2	21	20	418	1	1
5	265	0	20	31	418	0	25
6	242A	0	12	52	421	1	21
7	242B	0	13	53	352	0	4.5
8	25-3	0	26	36	422	0	2.2
9	249A	2	26	55	424	2	3
10	29	2	17	55	425	0	2
11	301	0	22	57	41	3	39
12	307	0	27	38	44	2	20
13	210	1	20	54	45	5	21
14	2102	0	29	60	39	1	12
15	211	1	12	57	426	1	10
16	221	1	15	62	427	1	9
17	222	1	15	63	427	1	9
18	223P	2	10.5	67	431	2	28
19	223F	2	11.5	68	432	2	2
20	23P	4	0	55	49	2	18
21	230	0	21	67	50	1	28
22	231	2	0	59	41	2	5
23	230	2	0	61	351	5	21
24	230	2	1	30	352	2	12
25	232	1	12	21	331	1	22
26	230	1	20	22	232	1	2
27	26	1	6	12	345	0	2
28	271	2	0	24	247	0	2
29	272	1	26	32	241	0	0
30	281	1	1	72	244	0	11
31	282A	0	25	77	245	1	5
32	282B	0	20	78	245	0	5
33	283	1	15	73	247	2	13
34	284A	0	0	80	245	0	5

Sl No	Sy No	Lesses		Sl No	Sy No	Lesses	
		Acres	Guntas			Acres	Guntas
81	5420	0	6	109	127	7	7
82	5421	0	10	110	128	7	6
83	5422	0	17	111	129	7	0
84	5423	0	16	112	130	12	12
85	5424	0	18	Total		180	29
86	5425	0	10	Village: CHIRKANAHALI Co			
87	5426	0	12				
88	5427	0	19	131	7	25	
89	5428	0	20	132	8	22	
90	5429	0	18	133	8	6	
91	5430	0	2	134	12	22	
92	5431	0	1	135	2	0	
93	5432	0	1	136	7	5	
94	5433	0	2	137	7	11	
95	5434	0	1	138	5	20	
96	5435	0	15	139	4	16	
97	5436	0	8	140	3	18	
98	5437	0	25	141	2	16	
99	5438	0	4	142	3	2	
100	5439	0	12	143	0	2	
101	5440	0	23	144	1	13	
102	5441	0	5	145	0	2	
103	5442	0	9	146	1	17	
104	5443	0	5	147	1	7	
105	5444	0	10	148	0	7	
106	5445	0	2	149	0	3	
107	5446	0	2	150	0	2	
108	5447	0	9	151	0	5	
109	5448	0	15	Total		60	38
110	5449	0	10	Village: MYLAMAHALI			
111	5450	0	15				
112	5451	0	17	152	4	15	
113	5452	0	5	153	2	5	
114	5453	0	1	154	1	35	
115	5454	0	15	155	1	10	
116	5455	0	15	156	1	22	
117	5456	0	17	157	1	1	
118	5457	0	11	158	3	3	
119	5458	0	28	159	2	22	
120	5459	0	14	160	5	3	
121	5460	0	12	161	1	3	
122	5461	0	12	162	1	1	
123	5462	0	13	163	1	1	
124	5463	0	12	164	1	1	
125	5464	0	15	165	1	1	
126	5465	0	0	166	1	4	
127	5466	0	1	167	1	21	
128	5467	0	1	168	1	20	
129	5468	0	12	169	1	15	

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 33

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State	Sr No	Detail		Area	Area	Totals	
		Acres	Cents			Acres	Cents
13	1671	0	37	36	1.7	7	
14	1682	3	17	21	1.8	7	
15	1685	0	24	24	1.0	4	
16	1684	0	38	38	1.6	7	
17	1685	0	36	36	1.5	7	
18	1686	0	31	40	1.7	7	
19	1687	0	23	4	1.2	2	
20	1688	0	25	42	1.8	7	
21	1689	2	12	45	1.9	8	
22	1690	2	17	19	0.8	3	
23	1691	0	19				
24	1692	0	4				
25	1693	0	4				
26	1694	0	4				
27	1695	0	4				
28	1696	0	4				
29	1697	0	4				
30	1698	0	4				
31	1699	0	4				
32	1700	0	4				
33	1701	0	28	4	0.2	0	
34	1702	0	23	5	0.2	0	
35	1703	0	20	6	0.2	0	
36	1704	0	24	7	0.2	0	
37	1705	0		8	0.2	0	
					Total	15	

Abstract of Lands under (1) of Part I		
Upland	73	24
Dudhara	145	5
Verdigras	82	19
Armedra	389	17
Armedra	230	35
Armedra	314	5*
Battokte	175	29
Armedra	85	15
Armedra	24	36
Armedra	16	1
TOTAL	2121	24.6

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 23/11/11
 212

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 21

Sl. No.	S. No.	Extent		S. No.	S. No.	Extent	
		Acres	Centars			Acres	Centars
Part A: Portion of the State of which ISRO is the proprietor/lessee							
BANGALORE RURAL DISTRICT, DEVA NAHA LITTA Taluk							
Forest		BETTA ROOTE					
Village		BETTA ROOTE					
				35		87	0
				10		43	10
				6		134	0
				84		324	10
				Total		698	20
Forest		GANGA MOITHA HALLI					
Village		GANGA MOITHA HALLI					
				14		363	0
				Total		152	0
Forest		YAREHIGANAHALLI					
Village		YAREHIGANAHALLI					
				25		171	14
				7		105	5
				40		270	39
				Total		546	58
Total Forest Cane						2587	77
Abstract of total lands							
As per details in (1) of Part I						2157	35.5
As per details in (2) of Part I						285	7
As per details in Part II						1381	34
Total						3823	76.5
Add: Additional extent of Land							
As per Engineering Measurement by						79	10.5
Sachin Surveys Pvt Ltd							
Grand Total						3902	87

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SCHEDULE B

Activities

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NOV 2004
NOV 2004
NOV 2004

Part 1 - Airport Activities

Airport Activities include the following services, facilities and equipment:

- Aeronautical control services
- Airfield
- Airfield lighting
- Air navigation services relating to the Airport
- Airside and perimeter security including access control and patrolling
- Airside and roadside access roads and forecourts including wiring, traffic signals, signage and monitoring
- Apron and aircraft parking areas
- Apron control and allocation of aircraft stands
- Arrivals concourses and meeting areas
- Baggage systems including outbound and reclaim
- Bag seating
- Check-in concourses
- Cleaning, heating, lighting and air conditioning public areas
- Customs and immigration halls
- Emergency services
- Facilities for the disabled and other special needs people
- Fire service
- Flight information and public-address systems
- Foul and surface water drainage
- Guidance systems and marshalling
- Information desks and staffing
- Inter-terminal transit systems
- Landscaping and horticulture
- Lifts, escalators and passenger conveyors
- Loading bridges
- Lost property
- Meteorological Services / AIS
- Noise insulation and sound proofing
- Passages and hand baggage search
- Piers and gate rooms
- Policing and general security
- Prayer Rooms
- Runways
- Scheduling room/air support

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- Storage
- Staff search
- Taxiways
- Toilets and nursing mothers rooms
- Waste and refuse treatment and disposal
- X-Ray service for carry on and checked in luggage
- Aircraft cleaning services
- Aircraft fuelling services
- Airline Lounges
- Banks / ATM - BIAL to make investment for providing basic infrastructure facilities only
- Bureaux de Change - BIAL to make investment for providing basic infrastructure facilities only
- Business Centre - BIAL to make investment for providing basic infrastructure facilities only
- Vehicle parking
- Cargo handling
- Cargo terminals
- Conference Centre - BIAL to make investment for providing basic infrastructure facilities only
- Duty free sales - BIAL to make investment for providing basic infrastructure facilities only
- Flight catering services
- Freight consignor/forwarders or agents
- General aviation ground handling
- General aviation terminals
- General retail shops - BIAL to make investment for providing basic infrastructure facilities only
- Ground handling services
- Ground handling equipment
- Ground power for aircraft
- Hangars
- Heavy maintenance services - BIAL to undertake these only if such services are in relation to airport and/or aircraft
- Hotel reservation services - BIAL to make investment for providing basic infrastructure facilities only
- Infrastructure for the airport complex like roads, drains, water supply etc.
- Line maintenance services - BIAL to undertake these only if such services are in relation to airport and/or aircraft
- Locker rental - BIAL to make investment for providing basic infrastructure facilities only
- Messenger services - BIAL to make investment for providing basic infrastructure facilities only
- Observation terrace
- Pre-conditioned air for aircraft
- Potter service
- Post Offices - BIAL to make investment for providing basic infrastructure facilities only
- Public telephones - BIAL to make investment for providing basic infrastructure facilities only
- Restaurants, bars and other refreshment facilities - BIAL to make investment for providing basic infrastructure facilities only
- Special Assistance Services
- Tourist information services - BIAL to make investment for providing basic infrastructure facilities only

ಸಂಖ್ಯೆ: 2534/11/2022
 ದಿನಾಂಕ: 30/05/2022
 ಇವುಗಳ ಮೇಲೆ




Lease Rent ದಾಖಲೆ ನಂ. 39 ಸೆ. ೨೨/೧೬

Lease Rent shall be payable to KSHDC by BIAL in the following manner:

2012-2013 11 2012
2012-2013 11 2012

- (a) For the period from the Site Delivery Date up to and including the Airport Opening Date, Rupee One per annum.
- (b) For the period from the Airport Opening Date till the end of year (1) year following the Airport Opening Date, three percent (3%) per annum of the total Site cost of Rupees One Hundred Seventy Five Crores (Rs. 175,00,00,000) hereinafter referred to as the "Site Cost".
- (c) For the eighth year after the Airport Opening Date, six percent (6%) of the Site Cost.
- (d) For every year following the eighth (8th) year after the Airport Opening Date for the remainder of the Term, An amount equivalent to the Lease Rent of the preceding year plus three per cent (3%).

ಪರಿಶೀಲಿಸಿ 789/05/06
 ದಿನಾಂಕ 29/01/2003

Government Order No. RD 70 MuNoMu 2000, Bangalore dated January 01, 2003

PROCEEDINGS OF THE GOVERNMENT OF KARNATAKA

Sub: Exemption from Registration and Stamp Fee for the purpose of establishing new International Airport near Devanahalli - Reg
 Ref: 1. Government Order No. CI 59 SPQ 95 dated 22.03.2001
 2. Unofficial Note No. IDD 12 D/A 2002 dated 05.05.2002 and 20.12.2002
 of Infrastructure Development Department

40
 2002/2003

Preamble:

In the Order read at (1) above, the Department of Commerce and Industry has stated that the Karnataka State Industrial Investment and Development Corporation Limited (KSIEDC) and Airport Authority of India have entered into an agreement and have agreed to establish the new International Airport as a joint venture participation and it is envisaged that both KSIEDC and Airport Authority of India together have equity shares of 26%. KSIEDC has taken action to invite expression of interest from cooperative private companies to implement the said project as a Joint Venture. In this regard, the Department of Commerce and Industry has sought issue of a Notification under the Registration Act and Stamps Act exempting the entire land notified for this project from payment of the registration and stamps fees. In the said Government Order, the Department of Commerce and Industry has extended various infrastructural facilities, incentives and concessions to the proposed International Airport project.

In the Unofficial Note dated 3-5-2002 read at (2) above, the Principal Secretary to Government, Infrastructure Development Department has conveyed that the value (inclusive of the construction fee, registration fee, stamp fee) of the Government land per acre is Rs. 2.00 lakhs. This project includes a total of 1824.35 acres of Government land and total value of this land is Rs. 36.70 Crores at the rate of Rs. 2.00 lakhs per acre.

Details of Rs. 42.59 Crores exemption of Registration and Stamps fee to be extended for the proposal of transfer of lands from Karnataka Industrial Area Development Board (KIADB) to the Karnataka State Industrial Investment and Development Corporation Limited (KSIEDC) and leasing out the said land on long term lease from Karnataka State Industrial Investment and Development Corporation Limited (KSIEDC) to Bangalore International Airport Ltd. (BIAL) are as follows:

		Rupres Crores	00
A.	Stamps and Registration Fee to be levied to Rs. 118.18 Crores at the rate of 15.5% on the private lands of 2461.32 acres	18.32	

B.	Stamps and Registration Fee to be levied on the 1834.36 acres of Government land at the rate of Rs. 3-00 lakhs per acre	5.69
C.	Long term lease of 4316.26 acres of land from KSUIDC to BIAL	18.58
	Total	42.59

The Infrastructure Development Department has conveyed in its Unofficial Note No. MuAdR 12 RaAV 3002 dated 20-12-2002 that the abbreviated form of KIADB and BIAL has to be mentioned in the full expanded form i.e., "Karnataka Industrial Area Development Board" and "Bangalore International Airport Limited". The Infrastructure Development Department has opined that action be taken to include a clause in the last sentence of the Order to the effect that a separate Notification in this connection be issued.

GOVERNMENT ORDER NO. RD 70 MuNuMu 2000, BANGALORE, DATED: 01.01.2003
 In exercise of powers conferred under proviso to Section 9(1)(A) of the Karnataka Stamps Act, 1957 (Karnataka Act 34 of 1957) and under Section 7E of the Registration (Karnataka Amendment) Act, 1908, (Central Act XVI of 1908) the Government has given the following exemption/concession of Rs. 42.59 Crores being the Stamps fee and Registration fee for the proposal of transfer of lands from Karnataka Industrial Area Development Board (KIADB) to KSUIDC to establish new International Airport near Devanahalli and for the proposal of long term lease of the same land from KSUIDC to Bangalore International Airport Ltd., (BIAL).

		Rs. in Crores
A.	Stamps and Registration Fee to be levied to Rs. 118.38 Crores at the rate of 15.5% on the private lands of 2481.30 acres	18.32
B.	Stamps and Registration Fee to be levied on the 1834.36 acres of Government land at the rate of Rs. 3-00 lakhs per acre	5.69
C.	Long term lease of 4316.26 acres of land from KSUIDC to BIAL	18.58
	Total	42.59

By order and in the name of the
Governor of Karnataka.

11 Sd/

(C. Krishnamurthy)

11/2/12

Under Secretary to Government

Revenue Department

(Registration and Stamps)

ಶ್ರೀ ಕೆ.ಎಸ್.ಎಸ್. ಶಿವಶಂಕರ್
ಶ್ರೀ ಕೆ.ಎಸ್.ಎಸ್. ಶಿವಶಂಕರ್
ಶ್ರೀ ಕೆ.ಎಸ್.ಎಸ್. ಶಿವಶಂಕರ್
ಶ್ರೀ ಕೆ.ಎಸ್.ಎಸ್. ಶಿವಶಂಕರ್
ಶ್ರೀ ಕೆ.ಎಸ್.ಎಸ್. ಶಿವಶಂಕರ್

To:

The compiler, Karnataka Gazette, Bangalore with a request to publish in the next issue and to supply 100 copies of the same.

Copy to:

1. The Accountant General, Karnataka, Bangalore.
2. Additional Chief Secretary and Principal Secretary to Government, Commerce and Industries Department, Multistoried Building, Bangalore - 1.
3. Principal Secretary to Government, Finance Department, Vidhana Soudha, Bangalore - 1.
4. Principal Secretary to Government, Infrastructure Development Department, Bangalore - 1.
5. The Secretary to Government, Public Works Department, Multistoried Building, Bangalore - 1.
6. Inspector General of Registration and Commissioner of Stamps, Chavara Murug, Bangalore - 9.
7. Deputy Secretary to Government, DPAR (Cabinet - 476/2012) Vidhana Soudha, Bangalore.
8. The Managing Director, Karnataka Industrial Area Development Board.
9. Private Secretary to Honourable Minister for Revenue, Vidhana Soudha, Bangalore.
10. Private Secretary to the Principal Secretary, Revenue Department.
11. Gazetted Personal Assistant to Secretary to Government, Revenue Department.
12. Section Guard File/Extra.

ಮಾನ್ಯರಾದ ಸರ್ಕಾರದ ಸಚಿವರುಗಳಿಗೆ
ವಿಷಯ: 1984 ರಲ್ಲಿ ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ (ಸರ್ಕಾರದಿಂದ) 30
ಅಕ್ಷರಗಳನ್ನು ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ (ಸರ್ಕಾರದಿಂದ) 1-04-2003ರಂದು
ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ 100 ಅಕ್ಷರಗಳನ್ನು ಪಡೆದಿದೆ.

44
ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ
ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ

ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ
ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ
ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ

ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ

ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ
(ಅಥವಾ 9.04 % ಅಥವಾ) (ಅಥವಾ 1 ಅಕ್ಷರ)

2469 ಅಕ್ಷರ 1.5
ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ
ಅಕ್ಷರಗಳ ಸಂಖ್ಯೆ 215.103
ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ
ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ
ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ

10.40 1.15

ಅ) ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ
ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ
ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ

1394 ಅಕ್ಷರ 20
ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ
ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ
27.884 ಅಕ್ಷರಗಳ
ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ
ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ

02.52 0.27

ಬಿ) ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ
ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ
ಅ 30 ಅಕ್ಷರಗಳನ್ನು ಪಡೆದಿದೆ
ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ
3884.25 ಅಕ್ಷರ
ಸರ್ಕಾರದಿಂದ ಪಡೆದ ಭೂಮಿ
117.399 ಅಕ್ಷರಗಳನ್ನು

9.43 1.17
(ಅಥವಾ 8 ಅಕ್ಷರ) (ಅಥವಾ 1 ಅಕ್ಷರ)

ಕರ್ನಾಟಕ ರಾಜ್ಯ ಸರ್ಕಾರ
ಸಾರ್ವಜನಿಕ ಕಾರ್ಯ

ಬೆಂಗಳೂರು, 7/27/18
ಬೆಂಗಳೂರು

ಆದಿ 22.35

2.59 ಸಾವಿರ ರೂಪಾಯಿ

2014-15

ಆದಿ 24.94 ಸಾವಿರ ರೂಪಾಯಿ (ಮಾನ್ಯ ಸರ್ಕಾರಿ ಕಾರ್ಯಾಲಯ ಬೆಂಗಳೂರು)

ಈ ಕಡತವು ಸರ್ಕಾರಿ ಕಾರ್ಯಾಲಯ ಬೆಂಗಳೂರು ಬಳಿಯ
ಸಂಖ್ಯೆ: 347/ಆದಿ-7/05, ದಿನಾಂಕ: 12-4-2005ರಲ್ಲಿ ಪರಿಷ್ಕರಿಸಿದ
ಸಾರ್ವಜನಿಕ ಕಾರ್ಯಾಲಯ ಬೆಂಗಳೂರು.

ಸರ್ಕಾರಿ ಕಾರ್ಯಾಲಯ ಬೆಂಗಳೂರು ಮತ್ತು
ಇತರ ಕಛೇರಿಗಳು.

ಬಿ.ಎಸ್. ಶರಣ್

(ಬಿ.ಎಸ್. ಶರಣ್)

ಸರ್ಕಾರಿ ಕಾರ್ಯಾಲಯ ಬೆಂಗಳೂರು,

ಕರ್ನಾಟಕ ರಾಜ್ಯ,

(ಬೆಂಗಳೂರು ಮತ್ತು ಸುತ್ತಮುತ್ತಲಿನ)

ಇದು,
ಸರ್ಕಾರಿ ಕಾರ್ಯಾಲಯ ಬೆಂಗಳೂರು ಮತ್ತು ಇತರ ಕಛೇರಿಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ
ಕಾರ್ಯದ ವಿವರವಾಗಿ 100 ಪ್ರತಿಗಳಲ್ಲಿ ವಿತರಿಸಿದ ಕಡತ
ಇವು:-

1. ಸರ್ಕಾರಿ ಕಾರ್ಯಾಲಯ ಬೆಂಗಳೂರು, ಸರ್ಕಾರಿ ಕಛೇರಿಗಳು.
2. ಸರ್ಕಾರಿ ಕಾರ್ಯಾಲಯ ಬೆಂಗಳೂರು ಮತ್ತು ಇತರ ಕಛೇರಿಗಳಿಗೆ,
ಸರ್ಕಾರಿ ಕಾರ್ಯಾಲಯ ಬೆಂಗಳೂರು, ಸರ್ಕಾರಿ ಕಛೇರಿಗಳು,
ಸಂಖ್ಯೆ: 560 001.
3. ಸರ್ಕಾರಿ ಕಾರ್ಯಾಲಯ ಬೆಂಗಳೂರು, ಸರ್ಕಾರಿ ಕಛೇರಿಗಳು, ಸರ್ಕಾರಿ ಕಛೇರಿಗಳು,
ಸರ್ಕಾರಿ ಕಛೇರಿಗಳು.
4. ಸರ್ಕಾರಿ ಕಾರ್ಯಾಲಯ ಬೆಂಗಳೂರು, ಸರ್ಕಾರಿ ಕಛೇರಿಗಳು, ಸರ್ಕಾರಿ ಕಛೇರಿಗಳು,
ಸರ್ಕಾರಿ ಕಛೇರಿಗಳು.
5. ಸರ್ಕಾರಿ ಕಾರ್ಯಾಲಯ ಬೆಂಗಳೂರು, ಸರ್ಕಾರಿ ಕಛೇರಿಗಳು, ಸರ್ಕಾರಿ ಕಛೇರಿಗಳು.

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ಸಂಖ್ಯೆ: 2015/1

6. ಕಾರ್ಯದ ನಿರ್ವಹಣೆಗಾಗಿ ಸಹಾಯಕಿಯ ನೇಮಕ, ಸಂಖ್ಯೆ: 560 009

- 7. ಕಾರ್ಯದ ನಿರ್ವಹಣೆ, ಸಹಾಯಕಿಯ ನೇಮಕ, ಸಂಖ್ಯೆ: 560 009
- 8. ಕಾರ್ಯದ ನಿರ್ವಹಣೆ, ಸಹಾಯಕಿಯ ನೇಮಕ, ಸಂಖ್ಯೆ: 560 009
- 9. ಕಾರ್ಯದ ನಿರ್ವಹಣೆ, ಸಹಾಯಕಿಯ ನೇಮಕ, ಸಂಖ್ಯೆ: 560 009
- 10. ಕಾರ್ಯದ ನಿರ್ವಹಣೆ, ಸಹಾಯಕಿಯ ನೇಮಕ, ಸಂಖ್ಯೆ: 560 009
- 11. ಕಾರ್ಯದ ನಿರ್ವಹಣೆ, ಸಹಾಯಕಿಯ ನೇಮಕ, ಸಂಖ್ಯೆ: 560 009
- 12. ಕಾರ್ಯದ ನಿರ್ವಹಣೆ, ಸಹಾಯಕಿಯ ನೇಮಕ, ಸಂಖ್ಯೆ: 560 009
- 13. ಕಾರ್ಯದ ನಿರ್ವಹಣೆ, ಸಹಾಯಕಿಯ ನೇಮಕ, ಸಂಖ್ಯೆ: 560 009

T. de 729/05-06

48
2002

SCHEDULE E

PART-1: Additional land abutting southern boundary to accommodate second runway

All those pieces and parcels of land measuring 105 acres 12 Guntas comprised in the villages Beguru, Chikkarehalli and Mylanahalli of Bangalore North Taluk (Additional), Bangalore District of Karnataka State as per details below:

SL.NO	SURVEY NO	EXTENT	
		ACRES	GUNTAS
VILLAGE	BBGURU		
1	83	02	26
2	85	01	14
3	86	01	05
4	100/1	00	17
5	101/1	00	05
6	101/2	01	03
7	99	01	36
8	98/1	04	02
9	98/2	03	10
10	97/2	02	15
11	97/1	03	15
12	96/1	03	12
13	96/2	03	09
14	89/3	00	30
15	89/2	01	13
16	89/1	01	32
17	90/2	00	36
18	93/1	00	19
19	94	00	23
20	95/1	00	15
21	95/2	00	16
	TOTAL	34	33

SL.NO	SURVEY NO	EXTENT	
		ACRES	GUNTAS
VILLAGE	MYLANAHALLI		
1	110/1B	00	07
2	110/2	00	28
3	110/3	00	28
4	3	03	17
5	2	03	24
6	4	01	25
7	1	00	15
8	5	07	04
9	6/A	01	08
10	6/B	00	25
11	6/2	01	30
12	12	01	13
13	13	01	23
14	14	04	29
15	18	00	20
16	19	01	01
17	116	00	25
	TOTAL	26	02

729/05/6
48

49 ಭಾರತ ಸರ್ಕಾರ ಅರ್ಜಿ
ಸಂಖ್ಯೆ 2/5400/2000

ABSTRACT OF LANDS UNDER PART I

Beguru	34-33
Chikkanahalli	48-37
Mylanahalli	26-02
TOTAL	109-32

PART-II: Additional Land for the main access road from the termination of ~~the~~ **Transfer Interchange to the airport site boundary.**

All those pieces and parcels of land measuring 23 acres 24 Guntas comprised in the villages Akkenamallenaahalli and Yarthiganahalli of Devanahalli Taluk, Bangalore Rural District of Karnataka State as per details below:

SL.NO	SURVEY NO	EXTENT	
		ACRES	GUNTAS
VILLAGE	AKKENAMALLENAHALLI		
1	37	12	26
	TOTAL	12	26

SL.NO	SURVEY NO	EXTENT	
		ACRES	GUNTAS
VILLAGE	YARTHIGANAHALLI		
1	78	01	27
2	55	04	01
3	69	00	01
4	10/4	00	26
5	10/3	01	21
6	3	00	01
7	4/1	00	01
8	4/4	00	25
9	9	00	10
10	8/1	00	23
11	6	00	15
12	17	01	02
13	16	00	04
	TOTAL	10	38

10/5/06
 10/5/06
 10/5/06

ABSTRACT OF LANDS UNDER PART-II

Akkenamallenaahalli	12-26
Yarthiganahalli	10-38
TOTAL	23-24



REAL KSIDX

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Lease 12/04

23.6.11
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