

**SCHEDULES AND ATTACHMENTS TO
PROJECT DEVELOPMENT AGREEMENT (PDA)**

Schedule1
Project Clearancesby Government of India

S.No	Clearance Required
1	<u>Government of India</u>
1.1	Approval for the Project
2	<u>Ministry of Civil Aviation</u>
2.1	Clearance to establish the new Airport
3	<u>Director General of Civil Aviation</u>
3.1	Final approval for the site
4	<u>Ministry of Defence</u>
4.1	NOC to establish the new Airport(if any)
5	<u>Ministry of Environment and Forest</u>
5.1	Environment clearance
5.2	Approval for use of the forest land for non forest purposes (if any)
6	<u>Department of explosives</u>
	NOC for location of the aviation fuel depot (if any)

Schedule 2
Description and Specifications of the Initial Phase of the Airport

1 Location

The proposed site for the Shivamogga Airport is at Sogane village, situated at an approximatedistance of 14Kms from Shivamogga city. The total area of Project site is approximately494 (four hundred ninety-four) acres,which belongs to Government of Karnataka. Out of 494 acres, 449 (four hundred forty nine) acres of land is earmarked for Aero Activities and 45 (forty five) acres of land is earmarked for Non-Aero Activities.

2 Master Plan

An Airport Master Plan should be prepared to meet the projected traffic growth for the next 30 years and considering the availability of land. Based on current information, the airport may need only a single runway of 1200m length in the initial phase.

The initial phase is to have only VFR operations and no night landing is contemplated. When the traffic picks up, there may be a need to provide night landing facilities.Also, the Master Plan should include provision of ILS CAT I.

The passenger terminal is to be planned for peak hour traffic of 25 arriving and 25 departing passengers in the initial phase. Provision should be made for expansion of the terminal facilities as the traffic grows, on a modular basis.

The Master Plan should include all other facilities required for an airport of this size as stipulated in the CAR SECTION 4 SERIES 'F' PART I, CAR SECTION 4 SERIES B PART I and other applicable guidelines as issued by Director General of Civil Aviation.

The Planning and Design for this airport shall conform to the Civil Aviation National Regulations and ICAO Standards and Recommended Practices (ICAO SARPs) and standards prescribed by various regulatory authorities

3 Runway

A single runway of length 1200m has been considered for the Initial Phase.

4 Taxiway

A link taxiway connecting the runway with the apron is considered adequate in the Initial Phase.

5 Apron

The apron size should be adequate to park a minimum of two critical aircraft with space around for the movement of ground support vehicles. The apron will be expanded as the traffic grows and the Initial Phase development should provide for this future expansion.

6 Main Access Road

An approach road is to be provided connecting the district road from the site boundary to the terminal complex. This road serving primarily the passenger terminal will also link the airport support facilities.

7 Air Traffic Control Room

The Air Traffic Control Room could be provided above the terminal building. The height of control tower should be such as to provide a free line of sight of the operational areas and the approaches and required to have 360-degree view of entire area including both ends of runway for safety of aircraft operations. Adequate office space to house the ATC, MET staff and equipment should also be provided.

8 Airfield Lighting

No airfield lighting is contemplated in the beginning as there will be only day operations. The runway lighting system consisting of threshold, edge, end lights and approach lights should be provided when night operations commence. PAPI will be installed as required.

Taxiway and apron lighting should also be provided when night operations commence.

9 Rescue and Fire Fighting Facilities

To start with, there may be only one flight a day. The possibility of establishing an arrangement with the town fire services to be available at the Airport at the time of the flight may be explored. However, the Airport shall have the requisite capability to control any aircraft incident or a fire in the buildings.

10 Water Supply

Potable water is to be arranged by the developer from local sources and distributed to the various facilities as required. Water required for fire fighting should also be arranged.

11 Sewage Disposal

The sewerage system will include a collection network, treatment and disposal of effluent.

12 Storm Water Drainage

A suitable drainage system be planned for the airside and landside and the rain water is to be discharged into natural water courses nearby.

13 Telecommunications

The telecommunications system should be as required and appropriate, and may consist of a telephone network and wireless communication.

14 Electrical

The power requirement at the airport shall be assessed for a reasonable period in advance and arranged from the local electricity department. Necessary substation and distribution a

network should be planned and provided. Emergency power supply as required should be provided.

15 Passenger Terminal Building

A single level passenger terminal is proposed capable of accommodating the domestic operations. The terminal building shall be designed for 50 passengers (25 arrivals and 25 departures) in the peak hour in the Initial Phase. The facilities provided should meet acceptable standards. It should be possible to expand the building when required without disturbing the operations.

The terminal equipment proposed includes:

- Security screening as required by the security agency
- Public Address system
- Fire alarm & smoke detection
- Suitable arrangements for baggage handling
- Passenger seating/public furniture
- Signs/ pictographs
- Baggage trolleys
- Check-in counters

VVIP lounge

16 Fuel Farm

No fuelling arrangement is planned in the beginning stages in view of very limited flights. A storage area for the supply of aviation fuel for the refuelling of aircraft may be required at a later date. The master plan should allocate a space for the fuel farm.

It is anticipated that only fuel tanks would be used to refuel the aircraft.

17 Terminal Parking

In the first phase of development, car park in front of the terminal building at ground level is planned. The location would be convenient for passengers and visitors to the airport. Separate zones for pick-up and drop off should be earmarked. Parking for private cars, taxis, staff car, staff vehicles, VIP cars and VVIP cars should be provided.

18 Maintenance Building

Maintenance facilities may be required at a later date for airport vehicles, electrical & mechanical equipment and for other uses. The maintenance facility would include storage

space for materials and spare parts. A space should be earmarked for this facility in the Master Plan.

19 Security Wall

The security wall or security fence separating the land side and air side facilities will be constructed according to BCAS specifications. In addition a boundary wall will also be constructed to protect the Airport property.

20 General

Environment management should be planned and implemented as per our National Acts and applicable standards. Necessary environmental clearance should also be obtained from the competent Authorities in case required. The development should take into consideration of incorporating green initiatives including Rain Water Harvesting, Solar Power Generation, Green building etc.

Land use should mainly be for the airport requirements only and any surplus land available may be used strictly in accordance with the approved land use plan. State Government clearance should be obtained for any development within the airport land or in the vicinity of airport to ensure that aircraft operations are not affected by bird hazard, smoke hazard or obstacles.

SPECIFICATIONS

1 Terminal Building

The terminal building shall be designed as a single level load bearing or RCC framed structure with a possibility of adding one more floor at a later date if required.

The architecture of the terminal building should match with the local architecture and building should have superior finishing standards befitting a public building.

The terminal equipment provided shall include:

- ✘ Security screening as required by the security agency
- ✘ Public Address system
- ✘ Fire alarm & smoke detection
- ✘ Suitable arrangements for baggage handling
- ✘ Passenger seating/public furniture
- ✘ Signs/ pictographs
- ✘ Baggage trolleys
- ✘ Check-in counters

2 Control Room

The air traffic control tower shall be of suitable height so as to have an unobstructed view of all operational areas and the approaches. The control tower cabin should be able to accommodate the required equipment necessary for the level of operations at this airport and should be provided with no-reflective, anti-glare glazing. The control tower can be a part of the terminal building or constructed as a separate structure close to the terminal building.

3 Other Facilities

3.1 Maintenance Building (Motor, transport, civil and electrical)

When required, a Vehicle Maintenance building of required area shall be constructed to provide for vehicle maintenance workshop, civil and electrical offices and storage yards.

3.2 Fire Station building

To start with, there may be only one flight a day. The possibility of establishing an arrangement with the town fire services to reach the airport site with minimum delay may be explored. The airport should, however, have a minimum capability to control any aircraft incident or a fire in the buildings.

A Fire station shall be provided when needed and equipped with fire fighting vehicles and equipment capable of providing a level of protection corresponding with ICAO aerodrome category 5 in Phase 1.

The fire station should have a 5000 litres underground static tank.

3.3 Sub-station building

A sub-station building of required area be provided to accommodate the power supply equipment such as transformers, switch boards etc. and standby generators. The specification for the building shall be as per the local electricity department's standards.

Fire Station, Maintenance and Sub-station facilities can be part of one building, as required.

4 Runway

The runway is designed as per the specification, conforming to ICAO aerodrome reference code 2B.

The characteristics of the runway specification are:

- ✘ Runway length – 1200m
- ✘ Runway width – 23m + 3.5m shoulder on either side
- ✘ Pavement type – flexible

✘ Runway strip width and Stop-ways at each threshold shall conform to ICAO SARPs.

✘

The runway construction should meet the ICAO standards. The longitudinal and transverse profile, slope changes, sight distance, distance between slope changes, pavement markings, signage and surface accuracy are designed in accordance with the Standards and Recommended practices stipulated in ICAO Annex 14.

5 Apron

It is normal practice to provide rigid pavement for the apron. The dimension of the concrete apron shall be adequate to accommodate two Aircrafts in the initial phase.

The longitudinal and transverse profile, slope changes, sight distance, distance between slope changes, pavement markings, signage and surface accuracy shall be in accordance with the Standards and Recommended Practices stipulated in ICAO Annex 14.

6 Airside Service Roads

Airside service roads will be provided to connect the terminal, fire station and the runway. This should be capable of accepting the airport ground vehicles and crash tenders under all weather conditions.

The airport perimeter road provided along the airport security wall and other airside inspection roads will be granular pavement with top width of 3.50m.

7 Main Access, Secondary Access Road & Car Park

The main access road will be constructed as a two lane carriage way with one lane for each direction, including gravel shoulders. The flexible pavement will be designed for the projected traffic and loading in terms of standard axels. The main access road will primarily serve the passenger terminal and it will also link other airport support facilities.

8 Airfield Lighting

No airfield lighting is contemplated in the beginning as there will be only day operations. The runway lighting system consisting of threshold, edge, end lights and approach lights should be provided when night operations commence. PAPI will be installed as required.

Taxiway and apron lighting should also be provided when night operations commence.

The lighting specifications should match with instrument landing (ILS) or non-instrument landing facilities planned at that time and shall conform to ICAO Annex 14 SARPs.

9 Internal And External Lighting

Internal and external lighting will be provided for the following buildings/ areas:

✘ Terminal building

- ✘ Air Traffic Control Room
- ✘ Maintenance building
- ✘ Fire station
- ✘ Street lighting
- ✘ Car park lighting

Lightning protection for all buildings are included.

10 Power Distribution

The power supply to the airport shall be arranged from the relevant distribution company. The main power station will be provided with transformers as required. The electrical power system includes transformer stations, a distribution network, and emergency power supply.

11 External Area Lighting

Road lighting will be provided for the main access road, secondary access road and other access to residential buildings etc.

12 Fire Protection System

Minimum fire protection system by way extinguishers, water hose connected to the water supply source shall be provided for all buildings.

13 Air-Conditioning And Ventilation System

- ✘ Air Traffic Control Room
- ✘ Passenger terminal building
- ✘ Ventilation system for Toilets

14 Drinking Water, Raw Water And Sewage Network

Potable water shall be arranged by the operator. Potable water storage for two days demand shall be provided. Treated water from the effluent treatment plant could be used for the purposes for landscaping activities.

15 Sewage Disposal

The sewerage and storm-water drainage are designed as separate systems. The sewerage system will include a collection network, treatment and disposal of effluent.

16 Storm Water Drainage

A suitable drainage system should be planned for the airside and landside and the rain water is to be discharged into natural water courses nearby.

Schedule 3
Part 1 – AirportActivities

Airport activities, facilities and equipment shall be provided as per the CAR SERIES 'F' PART
lissued by Director General of Civil Aviation

- ✘ Runway
- ✘ Apron and aircraft parking area,as required
- ✘ Apron control and allocation of aircraft stands
- ✘ Aerodrome control services
- ✘ General aviation terminals, if required
- ✘ Warehouses, if required
- ✘ Landscaping and horticulture
- ✘ Airfield
- ✘ Airfield lighting(in case of night operation)
- ✘ Air navigation services relating to the Airport
- ✘ Guidance systems and marshalling
- ✘ Ground handling services, if required
- ✘ Ground handling equipment, if required
- ✘ General aviation ground handling, if required
- ✘ Airside and perimeter security including access control and patrolling
- ✘ Arrivals concourses and meeting areas
- ✘ Baggage systems including outbound and reclaim, if required
- ✘ Bird scaring
- ✘ Airside and landside access roads and forecourts including writing, traffic signals, signage and monitoring
- ✘ Emergency services
- ✘ Policing and general security
- ✘ Staff search
- ✘ X-Ray service for carry on and checked-in luggage, If required
- ✘ Toilets and nursing mothers rooms
- ✘ Fire service
- ✘ Vehicle parking
- ✘ Lifts, escalators and passenger conveyors, if required
- ✘ Foul and surface water drainage
- ✘ Meteorological Services / AIS
- ✘ Noise insulation and sound proofing
- ✘ Signage
- ✘ Infrastructure for the Airport complex like roads, drains, water supply etc.
- ✘ Check-in concourses
- ✘ Cleaning, Heating, Lighting and Air Conditioning public areas, if required
- ✘ Facilities for the disabled and other special needs people
- ✘ Flight information and public-address systems
- ✘ Information desks and staffing
- ✘ Passenger and hand baggage search
- ✘ Piers and gate rooms
- ✘ Airline Lounges
- ✘ VIP/Special lounges
- ✘ Porter service, if required

- ✘ Special Assistance Services
- ✘ Trolley service
- ✘ Waste and refuse treatment and disposal
- ✘ Utilities (including electricity, gas and telecommunications)
- ✘ Aircraft cleaning services, if required
- ✘ Aircraft fuelling services, if required
- ✘ Cargo handling, if required
- ✘ Flight catering services, if required
- ✘ Vehicle fuelling services – [NAME OF SPV] to undertake these only if such services are in relation to Airport and/or aircraft, if required
- ✘ Lost property
- ✘ Freight consolidators/forwarders or agents, if required
- ✘ General retail shops –[NAME OF SPV] to make investment for providing basic infrastructure facilities only
- ✘ Hotel reservation services – [NAME OF SPV] to make investment for providing basic infrastructure facilities only
- ✘ Public telephones – [NAME OF SPV] to make investment for providing basic infrastructure facilities only
- ✘ Restaurants, bars and other refreshment facilities – [NAME OF SPV] to make investment for providing basic infrastructure facilities only
- ✘ Tourist information services – [NAME OF SPV]to make investment for providing basic infrastructure facilities only
- ✘ Travel agency – [NAME OF SPV]to make investment for providing basic infrastructure facilities only
- ✘ Vehicle rental – [NAME OF SPV] to make investment for providing basic infrastructure facilities only, if required
- ✘ Vending machines – [NAME OF SPV] to make investment for providing basic infrastructure facilities only

Schedule 3
Part 2 – Non–Airport Activities

[NAME OF SPV] may develop any Non–Airport Activities as per their requirement in compliance with the all Applicable Laws including rules and regulations of DGCA, Government of Karnataka, GoK and the local authorities.

Non–AirportActivities include, but not limited to the following services, facilities, amenities and equipment:

- Hotels, restaurants, convention/conference centre
- Exhibition/trade centres
- Theme/entertainment parks, sports facilities
- Retail
- Commercial Complexes, banks
- GolfCourse – Recreational
- Food Courts
- Flight Training Schools/Flying Clubs
- Drone Operations – Testing and Certification
- Solar Farm

Any activity prohibited under any law in force in Karnataka shall not be carried out by [NAME OF SPV]. Further [NAME OF SPV] shall not carry out any activities which are not mentioned above. Prior approval from the Authority is required in case [NAME OF SPV] propose to carry out any other activities.

Schedule 4 Definition of Force Majeure

In this Agreement, "Force Majeure" means any act, event or circumstance or a combination of acts, events and circumstances, referred to below, which are beyond the reasonable control of the Affected Party and not brought about at the instance of the Party claiming to be affected by such event(s), and which the Affected Party could not have prevented by Good Industry Practice or by the exercise of reasonable skill and care in relation to the construction of any facilities, and which, or any consequences of which actually prevent, hinder or delay in whole or in part the performance by any Party of its obligations under this Agreement.

"Force Majeure" includes the following events and circumstances to the extent that they, or their consequences, satisfy the above requirements:

Acts, events or circumstances of the following types:

- (i) Strikes, lock-outs of national level or state level or other industrial action or labour disputes involving any Party or its contractors, or their respective sub-contractors, servants or agents, in any such case employed on the execution of work within India or the supply of goods or services within India;
- (ii) Lightning, earthquake, tempest, cyclone, hurricane, whirlwind, storm, flood, washout, land slide, soil erosion, subsidence, drought or lack of water, and other unusual or extreme adverse weather or environmental conditions or actions of the elements, meteorites or objects falling from aircraft or other aerial devices, the occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, fire or explosion, chemical or radioactive contamination or ionising radiation (excluding circumstances where the source or cause of the explosion or contamination or radiation is brought or has been brought onto or near the Site by the Affected Party or those employed or engaged by the Affected Party unless it is or was essential for the construction or operation of any part of the Airport);
- (iii) Any accidental loss of or damage to cargo in the course of transit by any means and intended for incorporation into the Airport, occurring prior to the commencement of commercial operation of the Initial Phase;
- (iv) Loss of or serious accidental damage to the Airport;
- (v) The occurrence of a crash, explosion, fire or other disaster involving an aircraft during landing, parking, servicing (including the supply of fuel) or taking-off;
- (vi) Epidemic;
- (vii) Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, bombs or civil commotion;
- (viii) Sabotage, terrorism or the imminent threat of such acts;
- (ix) Act of God; or
- (x) Any act, event or circumstance of a nature analogous to the foregoing;
- (xi) Provided that none of the following matters or their consequences shall be capable of constituting or causing Force Majeure:
 - a) Failure or inability to make any payment; or
 - b) The effect of market conditions unless such market conditions were themselves caused by or was a result of a Force Majeure event.

- c) And further provided that an act, event or circumstance referred to above which primarily affects a third party or third parties (including without limitation, the construction, contractor or operator(s) of the Airport or an affiliate of a Party) which prevents, impedes or delays a Party in the performance of its obligations, shall constitute Force Majeure hereunder as to such Party as appropriate if and to the extent that it is of a kind or character that, if it had happened to the Party wishing to rely on this Article, would have come within the definition of Force Majeure under this Schedule 4.

SCHEDULE – 5

PERFORMANCE SECURITY

Bank Guarantee No : [●]

To,

Deputy Commissioner
Shivamogga

WHEREAS:

- (A)[Name of the SPV] and the Governor of Karnataka acting through Deputy Commissioner, Shivamogga(the “Authority”) have entered into a Project Development Agreement dated(the “Agreement”) whereby the Authority has agreed to [Name of the SPV]undertaking Integrated Development of No Frill Airstrip & Provision of Airline Connectivity at Shivamogga, Karnataka onDesign, Finance,Build, , Operate and Transfer (DFBOT) basis, subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the [Name of the SPV] to furnish a Performance Security to the Authority in a sum of Rs.1,90,00,000/- (Rupees One Crore Ninety Lakh d Only) (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement).
- (C) We, _____through our Branch at(the “Bank”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority upon occurrence of any failure or default in due and faithful performance of all or any of the [Name of the SPV]’s obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the [Name of the SPV], such sum or sums upto an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an Officer not below the rank of Deputy Secretary in the Authority, that the [Name of the SPV]has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the [Name of the SPV] is in default in due and faithful performance of its obligations during the Construction Period under the Agreement and its decision that the [Name of the SPV] is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the [Name of the SPV], or any dispute between them pending before any court, tribunal,

arbitrators or any other authority or body, or by the discharge of the [Name of the SPV] for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the [Name of the SPV] and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the [Name of the SPV] before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the [Name of the SPV] contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the [Name of the SPV], and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the [Name of the SPV] or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the [Name of the SPV] under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force till the period mentioned in paragraph 11 below. Unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of Three years from the date hereof or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this day of, 20..... at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i.) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii.) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Schedule – 6

SAFETY REQUIREMENTS

1. Guiding principles

- 1.1 Safety Requirements aim at reduction in injuries, loss of life and damage to Airport property resulting from accidents on the Airport, irrespective of the person(s) at fault.
- 1.2 Users of the Airport include passengers, visitors, vehicles or other persons involved in, or associated with accidents.
- 1.3 Safety Requirements apply to all phases of construction, operation and maintenance with emphasis on identification of factors associated with accidents, consideration of the same, and implementation of appropriate remedial measures.
- 1.4 Safety Requirements include measures associated with traffic management and regulation such as signs, pavement marking, traffic control devices, enforcement and emergency response.

2. Obligations of [NAME OF SPV]

[NAME OF SPV] shall abide by the following insofar as they relate to safety of the Users:

- (a) Applicable Laws and Applicable Permits;
- (b) Applicable Manuals for Safety in Airport Design and Operation;
- (c) relevant Standards/Guidelines relating to operation of Airport;
- (d) provisions of this Agreement; and
- (e) Good Industry Practice.

4. Safety measures during Agreement Period

- 4.1 [NAME OF SPV] shall develop, implement and administer a surveillance and safety programme for users, including correction of safety violations and deficiencies and all other actions necessary to provide a safe environment in accordance with this Agreement.
- 4.2 [NAME OF SPV] shall provide and maintain fire alarms, fire extinguishers and other fire fighting equipment in conformity with Applicable Laws and Good Industry Practice. [NAME OF SPV] shall avoid use of materials which are inflammable, or which emit smoke and harmful gases while burning.
- 4.3 [NAME OF SPV] shall procure that emergency exit and escape routes are clearly marked by signs and arrows in the correct direction and are accessible without any obstructions.

4.5 [NAME OF SPV] shall keep a copy of every material record with respect to any accident occurring on the Airport, including copies, if any, of FIRs recorded by the Police. The information so collected shall be summarised in the form prescribed by GoK for this purpose. [NAME OF SPV] shall also record the exact location of each accident on a Site map. The aforesaid data shall be submitted to GoK before 31st (thirty first) May of each year. at the conclusion of every quarter.

5. Costs and expenses

Costs and expenses incurred in connection with the Safety Requirements set forth herein, including the cost of works and services, safety audit, and costs incidental thereto, shall be met by [NAME OF SPV].

Schedule 7: Standards

The following criteria shall be measured on an annual basis in accordance with Article 12. The surveys shall be scored on a scale of one to five, where one is very poor and five is excellent:

- (i) Flight information display;
- (ii) Availability of baggage carts;
- (iii) Courtesy of Airport staff;
- (iv) Washrooms;
- (v) Waiting areas/lounges;
- (vi) Baggage delivery service;
- (vii) Parking facilities;
- (viii) Sense of security; and
- (ix) Ambience of Airport.
- (x) Any other criteria considered relevant by SPV

Schedule 8
Completion Certificate

We refer to the Project Development Agreement dated [Date of Signing of Agreement] between GoKand [NAME OF SPV](the "Project Development Agreement"). All terms defined in the Project Development Agreement shall have the same meaning herein.

We have been appointed by the Lenders to act as the Independent Engineer. We hereby issue this Completion Certificate in accordance with the requirements of Clause 10.3 of the Project Development Agreement and confirm that the Airport complies with the Specifications set out in Schedule 2 to the Project Development Agreement.

Dated.....

Schedule 9
Insurance

- (a) Construction phase: [NAME OF SPV] and/or the EPC Contractors will take out appropriate insurance policies to cover loss or damage to the civil works and equipment (Contractors' All Risks policy, Erection All Risks Policy, Marine cargo policy), third party liability and a workmen's compensation policy.
- (b) Operation phase: [NAME OF SPV] will take out appropriate insurance policies to cover loss or damage to its property, third party liability and a workmen's compensation policy.

Schedule 10

Project Completion Schedule

S.No	Activity	Time from Effective Date
1.	Commencement of construction of Airport	Day 1
2	25% of financial progress of Project	2 months
3	40% of financial progress of Project	4 months
4	80% of financial progress of Project	5months
5	Airport Opening Date	6months

**Attachment 1:
Master Plan**

To be attached by [NAME OF SPV] as approved by Relevant Authority

Attachment 1A: Site Details

Location:

The proposed site for the Shivamogga Airport is at Sogane village, situated at an approximate distance of 14Kms from Shivamogga city. The total area of Project site is approximately 494 (four hundred ninety-four) acres, which belongs to Government of Karnataka. Out of 494 acres, 449 (four hundred forty nine) acres of land is earmarked for Aero Activities and 45 (forty five) acres of land is earmarked for Non-Aero Activities. The exact area and complete details pertaining to the Site shall be identified and notified by the Authority to [Name of SPV] on or before signing of this Agreement.

Site Details:



**Attachment 2:
Draft Leave & License Agreement**