



Original BKI 8034/11-ee

8034/11-ee

INDIA NON JUDICIAL
Government of Karnataka

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: SUBIN-KAKAINDBK0205342147715472J
: BANGALORE INTERNATIONAL AIR FORT LTD
: Article 12 Bond
: ADDITIONAL LAND LEASE DEED
: 0
(Zero)
: K S I I A N D D C O R P O R A T I O N L T D
: BANGALORE INTERNATIONAL AIR PORT LTD
: BANGALORE INTERNATIONAL AIR PORT LTD
: 100
(One Hundred only)

First Party
Second Party
Stamp Duty Paid By
Stamp Duty Amount(Rs.)



For INDIAN BANK
Manager
Devanahalli Branch

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LAND LEASE DEED

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



Page # 1



Statutory Alert:

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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 8034

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ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೋ	1170.00
2	ಪರಿಶೀಲನಾ ಶುಲ್ಕ	100.00
3	ದ್ವಿಪ್ರತಿ ಶುಲ್ಕ	100.00
4	ಪರಿಶೀಲನಾ ಶುಲ್ಕ	70.00
5	ಜಾಪನಾ ಪತ್ರದ ನಕಲು	300.00
	ಒಟ್ಟು :	1740.00

ಶ್ರೀ Bangalore International Airport Limited Rep by Director-Finance Bhaskar Bodapati ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Bangalore International Airport Limited Rep by Director-Finance Bhaskar Bodapati			Bangalore International Airport Ltd. 31-03-2012 Authorised Signatory

ಬರೆದುಹೊಂಡಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಹಿರಯ ಉದ್ದೇಶಕಾರಿ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು	ಸಹಿ
1	Bangalore International Airport Limited Rep by Director-Finance Bhaskar Bodapati . (ಬರೆದುಹೊಂಡವರು)			Bangalore International Airport Ltd. 31-03-2012 Authorised Signatory

ರಚಿಸ್ತೇಷ್ಟು ಕಾಲ್ಯಾ ಕಲಂ 88(i) ಪ್ರಕಾರ ಕಾಜರಾಗಲ ವಿನಾಯಿಯಿರುವ Karnataka State Industrial and Infrastructure Development Corporation Ltd., Rep by Authorised Representative Dr. Rajneesh Goel . ಇವರು ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಹೊಣಿಸುವುದನ್ನು ನಾನು ಒಪ್ಪಿರುತ್ತೇನೆ.

ಹಿರಯ ಉದ್ದೇಶಕಾರಿ

ಉನ್ನತ ಕರ್ಮ ಸಂಸ್ಥೆ 20.3.2011
ಬೆಂಗಳೂರು 3 ಸೆಪ್ಟೆಂಬರ್ 2011
of

This Land Lease Deed ("Lease Deed") is executed on this 3rd September, 2011 by and between:

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 Khanija Bhavan, East Wing, Fourth Floor, #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, Bengaluru International Airport, Devanahalli, Bangalore – 560 300 (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 124 Acres 06 Guntas as detailed in **Schedule A** has been handed over to BIAL and BIAL has been utilizing the said land.

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 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;



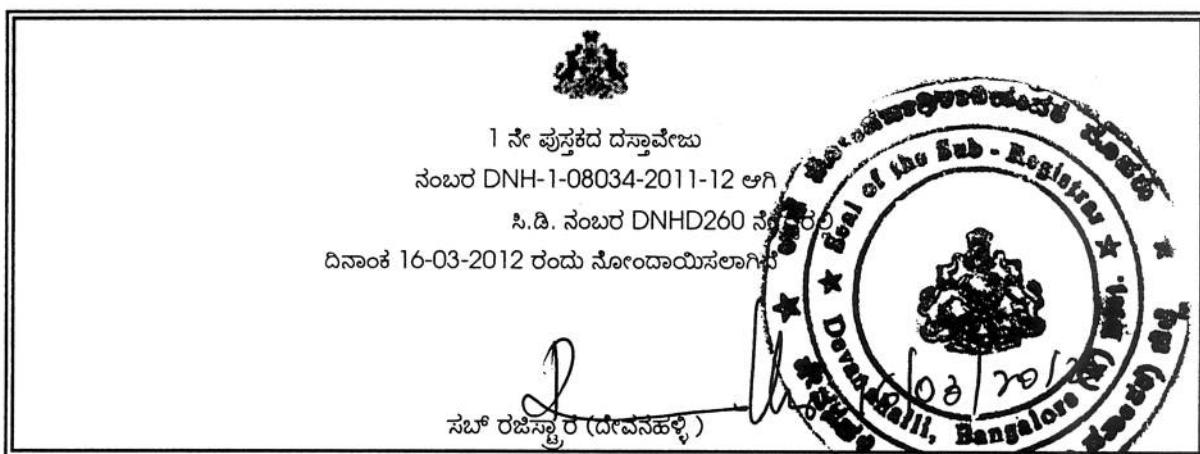
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1	Ashutosh Chandra Bangalore International Airport Ltd. , Administraion Block, Bangalore-300	Ashutosh Chandra
2	Shridhar Hegde Bangalore International Airport Ltd. , Administraion Block, Bangalore-300	Shridhar

ಸಚ್ಚಾರ್ಚಿತ
ಹಿರಯ ಉಪನೋಂದುಕಾಧಿಕಾರಿ



Designed and Developed by C-DAC, ACTS, Pune

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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 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 occurred i.e. 24th May, 2008;

"Board" means the Board of Directors of BIAL;

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

"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;

"Consequential Loss" means in relation to a breach of this Lease 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 (or 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;

"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 supranational, national, federal, provincial and local statutes, regulations, rules, orders, notices, directives, clearances, approvals, permits, including any conditions attached to the foregoing, and, in so far as they have the force of



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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 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 undertaking;

"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 GoK 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 2.1;

"Lease Rent" shall have the meaning assigned to it in Clause 5.1;

"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;



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"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 Additional Land;

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

"Private Promoters" means Siemens Project Ventures GmbH, Flughafen Zuerich AG and Larsen & Toubro 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. 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; and

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

1.2 Definitions in Concession Agreement and the Deed.

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

1.3 Interpretations.

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 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 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 in or 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 hereto shall 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 "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.



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2. GRANT OF LEASE AND POSSESSION.

- 2.1. Subject to the provisions of this Lease Deed, KSIIDC hereby grants on lease to BIAL, and BIAL accepts the lease from KSIIDC, free from Encumbrances and /or encroachments, of all that piece and parcel of land measuring One Hundred and Twenty Four (124) Acres and Six (6) Guntas and situated south of Devanahalli and more particularly described and identified (including the survey/ khata numbers thereof) in **Schedule A** hereto ("Additional Land") together with all and singular rights, liberties, privileges, easements, benefits, rights of way, paths, passages whatsoever 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. BIAL confirms that it has been put in physical vacant possession of the Additional Land as follows:
- One Hundred Twenty One (121) Acres and Thirty Eight (38) Guntas on 4th September, 2006;
 - Fifteen (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 will run 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 Lease Deed shall terminate automatically.
- 3.2. This Lease Deed may be terminated earlier by mutual agreement between the Parties in writing.
- 3.3. This Lease Deed may be terminated forthwith by KSIIDC 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 Additional Land (with the exception of the SSA Excluded Area) and this Lease Deed shall terminate with respect to the surrendered part and KSIIDC shall be at full liberty to deal therewith in the manner it chooses. With regard to the SSA Excluded Area, KSIIDC and BIAL will meet to settle the commercial terms for the continuance of the Lease in respect of the SSA Excluded Area and KSIIDC 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 KSIIDC any Lease Rent arrears for the SSA Excluded Area, calculated from the date of surrender of the Additional Land. 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 Additional Land, 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.

- 3.5 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 Additional Land (with the exception of the CA Excluded Area) and this Lease Deed shall terminate with respect to the surrendered part and KSIIDC shall be at full liberty to deal therewith in the manner it chooses. With regard to the CA Excluded Area, KSIIDC and BIAL will meet to settle the commercial terms for the continuance of the Lease in respect of the CA Excluded Area and KSIIDC 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 KSIIDC any Lease Rent arrears for the CA Excluded Area, calculated from the date of surrender of the Additional Land. 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 Additional Land, 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 Additional Land is required to be surrendered by BIAL to KSIIDC under Clause 15 of the State Support Agreement, BIAL shall forthwith surrender the same to KSIIDC, without Encumbrances, and this Lease Deed shall terminate with respect to the surrendered part of the Additional Land and KSIIDC shall be at full liberty to deal therewith in the manner it chooses. With respect to the remaining portion of the Additional Land in BIAL's possession:
- (a) from the date of such surrender, BIAL shall pay the Lease Rent only for that portion of the Additional Land that continues to remain in its possession, on a pro-rated basis; and



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- (b) KSIIDC shall ensure that BIAL has the rights of access necessary for access to such portion; and
 - (c) this Lease Deed shall continue on the same terms and conditions.

3.7 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 KSIIDC, without any Encumbrances immediately upon such termination.

4. USE OF THE ADDITIONAL LAND.

4.1 KSIIDC hereby grants permission and consent, 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 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 BIAL's requirements;
 - (g) Developing a greenbelt on the Additional Land as specified in the Master Plan;
 - (h) Developing and landscaping the Additional Land;
- (the "Purposes").

4.2 BIAL may, with the approval of KSIIDC (such approval not to be unreasonably withheld), in addition to the above Purposes, utilise 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 operation and management 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 licences to Service Provider Right Holders for carrying out the Activities and shall furnish KSIIDC with a list of such Service Provider Rights Holders every year.

5. LEASE RENT.

5.1 In consideration of KSIIDC 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 KSIIDC 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 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.
- 5.3 The Lease Rent shall be paid after deducting therefrom only income-tax deductible at source, if applicable and the net amount shall be paid to KSIIDC.
- 5.4 BIAL shall pay the Lease Rent into such account as designated by KSIIDC from time to time.
- 5.5 If BIAL fails to pay the Lease Rent as aforesaid, BIAL shall be liable to pay interest thereon 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. KSIIDC'S OBLIGATIONS AND COVENANTS.

- 6.1 Possession, use and enjoyment.

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

- 6.2 Development and Use.

KSIIDC agrees and covenants with BIAL that BIAL shall have the right and shall be entitled to develop and use the Additional Land 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.

KSIIDC 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 KSIIDC in obtaining power, water, telephone and communication and such other facilities that BIAL may require, to use and enjoy the Additional Land effectively for the Purposes, KSIIDC shall provide the same within reasonable time.



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6.5 Encumbrances.

KSIIDC agrees and covenants with BIAL that KSIIDC shall not create any Encumbrances on the Additional Land or otherwise part with or alienate 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) KSIIDC 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) KSIIDC's rights, title and interest in the Additional Land may be transferred to any entity in which KSIIDC may merge or amalgamate or any other entity, which is a successor or assignee of KSIIDC as a direct result of a restructuring or a transmission under law.
- (c) KSIIDC 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 no 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 leasehold rights of BIAL set out in this Lease Deed and KSIIDC 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 leasehold 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 each of its obligations and covenants set forth herein.



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7.3 Third Party Indemnity.

BIAL shall indemnify KSIIDC 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 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 occur any encroachments on the Additional Land, shall use its reasonable endeavors 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 at 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 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 endeavors to ensure compliance with such regulatory approvals / permissions.

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

- (a) BIAL hereby authorises KSIIDC and its authorised 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, at its cost, conduct an audit of the Site (including the Additional Land) and submit to KSIIDC a report prepared by such committee furnishing details on the use and occupancy of the Site (including the Additional Land).
- (b) BIAL shall notify KSIIDC of any material breach by BIAL of any regulatory approvals required in relation to the Additional Land.



7.7 Stamp Duty & Registration Charges.

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Save for the exemptions / waivers granted by GoK (for the avoidance of doubt the relevant 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.

7.8 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 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.

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 commit to 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 continued 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 BIAL is aware of such breach it shall use its reasonable endeavors to ensure compliance with such clearances, permits and consents.

7.10 Outgoings during the Term 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 'GoK 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 KSIIDC

KSIIDC hereby represents and warrants to BIAL as follows:

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- (a) KSIIDC is duly incorporated and validly existing under the laws of India;
 - (b) KSIIDC has full power to carry 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 authorised, executed, and delivered by KSIIDC after fulfilling all legal formalities and constitutes its legal, valid and binding obligation;
 - (d) All actions, conditions and things required by the laws of India and Karnataka to be taken, fulfilled and done in order to enable KSIIDC lawfully to lease 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, judgement, order, decree or regulation or rule of any court, governmental authority or arbitrator of competent jurisdiction applicable or relating to KSIIDC, its assets or its businesses, and (ii) KSIIDCs 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 KSIIDC and, to the knowledge of KSIIDC, no action, claim, suit or proceeding is pending or threatened against KSIIDC before any court, governmental authority or arbitrator of competent jurisdiction that could reasonably be expected to affect the ability of KSIIDC to perform its obligations under this Lease Deed;
 - (g) KSIIDC is not in default under any agreement to which it is a party or by which it or its property shall be bound, or in any material default of any obligation, which could have a material and adverse effect on the ability of KSIIDC to perform its obligations under this Lease Deed;
 - (h) KSIIDC is not aware of the disposal of any effluents and / or Hazardous Materials on the Additional Land and is not aware 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 KSIIDC. 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.



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10. REPRESENTATIONS AND WARRANTIES OF BIAL

BIAL hereby represents and warrants to KSIIDC 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 Lease Deed;
- (c) This Lease Deed has been duly authorised, 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 Lease 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 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 judgements 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 in 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.

11. INDEMNITIES AND LIMITATION OF LIABILITY.

11.1 Definitions

In this 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



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- (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 Right Holder (as defined in the State Support Agreement).

11.2 KSIIDC 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 KSIIDC of any of its obligations, covenants, 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 KSIIDC or its Representatives.

11.3 BIAL shall fully indemnify, defend and hold harmless KSIIDC and its Affiliates, and their respective directors, employees and agents from and against any Liability, which may be incurred or suffered by KSIIDC 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 Lease 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.

11.4 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 sub-contractors in respect of such Consequential Loss.



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12. ASSIGNMENT

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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 Lease Deed provided:

- (a) BIAL may without KSIIDC'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 this Lease Deed to the Lenders by way of security;
- (b) BIAL may, with thirty (30) days prior notice to KSIIDC, assign this Lease Deed to GoI under the Concession Agreement; and
- (c) Any Service Provider Right Holder granted an interest in the Additional Land by BIAL pursuant to the terms of this Lease Deed may without KSIIDC's prior consent create any mortgage 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 Additional Land.

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 Lease Deed. Subject to the foregoing, this Lease Deed shall be binding upon and inure to the benefit of all permitted successors-in-interest and assigns of KSIIDC and BIAL.

13. 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.

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 Lease 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 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 supersedes all previous agreements, understandings, correspondences 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 Lease Deed, unless such Party shall have delivered to the other Party a written waiver signed by an authorised 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 acquiescence therein.

16.3 Invalidity.

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



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

16.4 Amendments.

(a) No amendments, supplements, modifications or waivers of this Lease Deed or the terms or provisions hereof shall be valid unless evidenced in writing and signed by duly authorised 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 thereto; 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 KSIIDC, such portion of the Additional Land shall automatically revert back to KSIIDC and this Lease 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 Lease Deed.

16.6 Counterparts.

This Lease 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, authorised 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 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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In case of KSIIDC to :

- Khaniya Bhavan, East Wing, Fourth Floor, #49, Race Course Road, Bangalore - 560 001, India.
- Fax # (+91-80) 2225 5740
- Attention: Managing Director

In case of BLAL to :

- Bangalore International Airport Limited, Administration Block, Bengaluru International Airport, Devanahalli, Bangalore – 560 300, India.
- Fax # (+91-80) 2333 3400
- Attention: Chief Executive Officer

- (b) 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, 5 (five) days after posting the same by registered post.
- (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.

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

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

Signature of witness

R. Nagesh,

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Signature of authorised representative

DR. RAJNEESH GOEL

Name and address of witness

R. NAGESH
Deputy General Manager
Karnataka State Industrial and
Infrastructure Development Corporation Ltd.
"Khaniya Bhavan", 4th Floor, East Wing
49, Race Course Road, Bangalore-560 001

Name of authorised representative

Dr. RAJNEESH GOEL, I.A.S.
MANAGING DIRECTOR
KARNATAKA STATE INDUSTRIAL AND
INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.
"KHANIJA BHAVAN", 4th FLOOR, EAST WING
49, RACE COURSE ROAD, BANGALORE-560 001

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

Signature of witness



Signature of authorised representative

Name and address of witness

ASHUTOSH CHANDRA
Bangalore International Airport Limited
Administration Block
Bengaluru International Airport
Devanahalli, Bangalore-560 300

Name of authorised representative

Bhaskar Bodapati
Director - Finance

DESCRIPTION OF ADDITIONAL LAND

All that piece and parcel of land admeasuring **124 Acres 06 Guntas** in Devanahalli Taluk & Bangalore North Taluk and in the villages of Begur, Chikkannahalli, Mylanahalli, Yarthiganahalli and Aklenahally-Mallenahalli as morefully detailed hereinbelow I. **Bangalore North Taluk, Jala Hobli**

Sl. No.	Name of the Village	Survey No.	Extent Acres-Guntas
	Begur		
1		84/1	1-21
2		84/2	1-05
3		85	2-33
4		86	1-00
5		89/1	1-37
6		89/2	1-13
7		90/1	0-19
8		90/2 (P)	1-00
9		94 (P)	0-17
10		95/1 (P)	0-15
11		95/2 (P)	0-17
12		96/1	3-15
13		96/2	3-07
14		97/1	3-15
15		97/2	2-15
16		98/1	4-03
17		98/2	3-10
18		99	1-36
19		100/1 (P)	0-20
20		101/1(P)	0-30
21		101/2 (P)	1-05
22		89/3	0-30
23		96/2 (P)	0-03
TOTAL			37-06

II. **Bangalore North Taluk, Jala Hobli**

Sl. No.	Name of the Village	Survey No.	Extent Acres-Guntas
	Chikkannahalli		
1		26/1 (P)	2-00
2		26/2 (P)	1-19



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3		26/3 (P)	0-15
4		27/1 (P)	1-25
5		27/2 (P)	1-35
6		28/1 (P)	2-03
7		28/2	1-01
8		28/3 (P)	0-23
9		28/4 (P)	1-01
10		29/1 (P)	1-25
11		29/2 (P)	1-29
12		30/1 (P)	1-23
13		30/2 (P)	1-35
14		31/1 (P)	2-31
15		31/2 (P)	0-12
16		31/3	0-25
17		31/4	0-02
18		31/5	0-04
19		32	5-05
20		33	1-11
21		40/1	0-24
22		40/2	3-33
23		41/1	4-27
24		41/2	0-19
25		41/3	0-21
26		42/3	1-15
27		42/4	1-02
28		43/1 (P)	1-15
29		43/5 (P)	0-05
30		43/6	0-08
31		44/1	1-35
32		44/2 (P)	1-20
TOTAL			46-28

III. Bangalore North Taluk, Jala Hobli

Sl. No.	Name of the Village	Survey No.	Extent Acres-Guntas
	Mylanahalli		
1		1 (P)	0-20
2		2/1	0-37
3		2/2 a	0-36
4		2/2 b	0-32
5		2/3 (P)	0-26
6		3	3-17
7		4	1-23



8		5 (P)	1-33
9		6/1 a	1-06
		6/1 b	0-28
10		6/2	1-38
11		13	1-23
12		14	3-31
13		18	0-20
		19 (P)	0-30
14		110/1 (P)	0-13
15		110/2	0-28
16		110/3 (P)	0-27
17		116 (P)	0-35
TOTAL			23-23

IV. Devanahalli Taluk, Kasaba Hobli

Sl. No.	Name of the Village	Survey No.	Extent Acres-Guntas
	Yarthiganahalli		
1		4/4 (P)	0-32
2		6 (P)	0-20
3		7	0-01
4		8/1	0-20
5		9	0-10
6		10/3 (P)	1-32
7		10/4 (P)	1-02
8		16	0-06
9		17 (P)	1-02
10		55 (P)	2-12
11		69 (P)	1-05
12		77 (P)	0-09
13		78 (P)	2-12
14		9 (P)	0-06
TOTAL			12-09

V. Devanahalli Taluk, Kasaba Hobli

Sl. No.	Name of the Village	Survey No.	Extent Acres-Guntas
	Aklenahalli-Mallenahalli		
1		37 (P)	4-20
TOTAL			4-20



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ABSTRACT

Sl. No.	Name of the Village	Extent Acres-Guntas
1	Begur	37-06
2	Chikkanahalli	46-28
3	Mylanahalli	23-23
4	Yarthiganahalli	12-09
5	Aklenahalli-Mallenahalli	4-20
TOTAL		124-06



SCHEDULE B

Activities

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Part 1 - Airport Activities

Airport Activities include the following services, facilities and equipment:

Aerodrome control services
Airfield
Airfield lighting
Air navigation services relating to the Airport
Airside and perimeter security including access control and patrolling
Airside and landside access roads and forecourts including writing, traffic signals, signage and monitoring
Apron and aircraft parking area
Apron control and allocation of aircraft stands
Arrivals concourses and meeting areas
Baggage systems including outbound and reclaim
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 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
Passenger and hand baggage search
Piers and gate rooms
Policing and general security
Prayer Rooms
Runways
Scheduling committee support



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Signage
 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 consolidators/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
 Porter 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



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Travel agency – BIAL to make investment for providing basic infrastructure facilities only
Trolley service
Utilities (including electricity, gas, telecommunications and water)
Vehicle fuelling services – BIAL to undertake these only if such services are in relation to airport and/or aircraft
Vehicle rental – BIAL to make investment for providing basic infrastructure facilities only
Vending machines – BIAL to make investment for providing basic infrastructure facilities only
VIP/Special lounges
Warehouses
Welcoming services



Part 2 - Non-Aeronautical Airport Activities

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

Airport Shuttle transport services (Hotels, City Centre etc)
Business Parks
Hi-Tech Parks
Hotels
Industrial Parks
Commercial Buildings
Special Economic Zones
Commercial Complexes
Golf Course
Country Club
Food Silos
Independent Power Producing
Production centres like manufacturing factories.

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



SCHEDULE C

Lease Rent

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11/11/2011

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

- (a) For the period from the delivery of the Additional Land to BIAL 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 seven (7) years following the Airport Opening Date: three percent (3%) per annum of the total cost of the Additional Land i.e. Rs 36,77,92,652/- (Rupees Thirty Six Crores Seventy Seven Lakhs Ninety Two Thousand Six Hundred and Fifty Two Only) hereinafter referred to as the "Additional Land Cost".
- (c) For the eighth year after the Airport Opening Date: six percent (6%) of the Additional Land 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%).



31-11-2011

Draft Seal by
T. N. M. K. A. T.
Absolute
No 121, 1st floor
The Estate Building
Dickenson Road
Mysore 570 001

Government Order RD 413 MuNoMu 2007 Bangalore dated February 16, 2008

GOVERNMENT OF KARNATAKA

No. RD 413 MuNoMu 2007

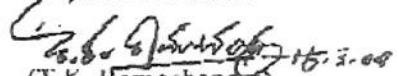
Karnataka Government Secretariat,
MS Building,
Bangalore, dated 16-02-2008

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, 1908 (Central Act of 1908), the Government of Karnataka hereby fully exempts from payment of registration fee and stamp duty towards the additional 124.06 acres of land acquired by Karnataka Industrial Areas Development Board (KIADB) for the purpose of formation of access road for the second runway of Bangalore International Airport.

This Notification issues with the concurrence of Finance Department: vide its UO Note No. FD 1327 Exp-7 dated 6-2-2008.

By order and in the name of
President of India.


 (T. K. Ramachandra)

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

To:

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

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- 1) Accountant General in Karnataka, Bangalore
- 2) Advisor to H.E. the Governor (H.I.), Vidhana Soudha, Bangalore.
- 3) Private Secretary to Chief Secretary to Government, Vidhana Soudha, Bangalore.
- 4) Principal Secretary to Government, Infrastructure 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) Gazetted PA to Secretary to Government, Revenue Department.
- 8) PA to Deputy Secretary (Stamps & Regn), Revenue Department
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Government Order RD 413 MuNoMu 2007 Bangalore, Corrigendum dated May 27, 2008

GOVERNMENT OF KARNATAKA

No. RD 413 MUNOMU 2007

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

CORRIGENDUM

In the first para of the Notification No. RD 413 MUNOMU 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,



(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.

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- 4) The Under Secretary to Government, Finance Department (Ex.7), Vidhana Soudha, Bangalore.
- 5) G.P.A. to Secretary to Government, Revenue Department
- 6) P.A. to Deputy Secretary to Government, Revenue Department.
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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 KSIIDC and Lease Deed executed between KSIIDC 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.

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- 1) The Inspector General of Registration & Commissioner of Stamps, Shimsha Bhavan, Bangalore-9.
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ದೂರವಾಣಿ : ೨೨೨೫೮೦೧೬೦-೨-೨
ಫೋನ್ : ೦೪೦-೨೨೨೫೫೨೭೦
E-mail : ksiidc@airtelmail.in / info@ksiidc.com
Website : http://www.ksiidc.com



ಕರ್ನಾಟಕ ರಾಜ್ಯ ಕೈಗಾರಿಕಾ ಮತ್ತು
ಮೂಲಸೌಲಭ್ಯ ಅಭಿವೃದ್ಧಿ
ನಿಗಮ ನಿಯಮಿತ

'ಖನಿಜ ಭವನ', ನಂ. ೪೯, ೪ನೇ ಮಹಡಿ, ಪೂರ್ವ ಭಾಗ
ರೇಲ್ ಕೋರ್ಟ್ ರಸ್ತೆ, ಬೆಂಗಳೂರು - ೫೬೦ ೦೦೧, ಭಾರತ

DGM(IPD-1)/ 2326 /2011-12

Phone : 2225 8131-2-3
Fax : 080-22255740
E-mail : ksiidc@airtelmail.in / info@ksiidc.com
Website : http://www.ksiidc.com

Karnataka State Industrial and
Infrastructure Development
Corporation Limited

'Khanija Bhavan', No. 49, 4th Floor, East Wing
Race Course Road, Bangalore-560001. India

January 11, 2012

The Sub Registrar
Devanahalli Taluk
DEVANAHALLI

ಸೀ ಕ್ರಿಕ್ ಟೆಂಪ್ 8034/11/7
ಎಂಬ ನೇಷನ್ 35 ಸೀ ಕ್ರಿ

Dear Sir,

**Sub: Registration of Land Lease Deed executed between
KSIIDC and BIAL in respect of the additional land
of 124 Acres 06 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 KSIIDC 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, Corrigendum 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, KSIIDC 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(IPD-1)

Encl: as above

Copy to :

The Assistant Vice President & Head-Legal
Bangalore International Airport Limited
Bengaluru International Airport
Devanahalli
BANGALORE – 560 300

[R.NAGESH]

Deputy Gen. Manager(IPD-1)